



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

UNITED STATES PREMIER
HOCKEY LEAGUE, LLC,

Plaintiff,

v.

C.A. No. 2026-_____ - ____

BILLINGS HOCKEY, LLC, KEVIN
GREENE, EAST IDAHO HOCKEY,
INC. D/B/A IDAHO FALLS SPUD
KINGS, ERIK HUDSON, SKC-
HOCKEY, LLC D/B/A OGDEN
MUSTANGS, SEAN WILMERT,
TWO RIVERS HOCKEY, LLC
D/B/A GRAND JUNCTION RIVER
HAWKS, and DAVID REPSHER,

Defendants.

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiff United States Premier Hockey League, LLC (“USPHL”), by and through its undersigned counsel, files this Verified Complaint against Defendants Billings Hockey, LLC (“Billings”), Kevin Greene (“Greene,” and together with Billings, the “Billings Defendants”), East Idaho Hockey, Inc. d/b/a Idaho Falls Spud Kings (“Idaho” and together with Greene, the “Idaho Defendants”), Erik Hudson (“Hudson”), SKC-Hockey, LLC d/b/a Ogden Mustangs (“Ogden”), Sean Wilmert (“Wilmert,” and together with Ogden, the “Ogden Defendants”), Two Rivers Hockey, LLC d/b/a Grand Junction River Hawks (“Grand Junction”), and David Repsher (“Repsher,” and together with Grand Junction, the “Grand Junction

Defendants”) (the Billings Defendants, Idaho Defendants, Ogden Defendants, Grand Junction Defendants and Hudson are collectively referred to herein as “Defendants”). In support hereof, USPHL states as follows:

INTRODUCTION

1. The USPHL is the largest amateur junior ice hockey league in the United States. The USPHL is comprised of over 105 member organizations across the country which own and operate midget and junior ice hockey teams with approximately 5,000 current participants.

2. This case concerns the breach of contractual obligations owed to a business — carried out through broken promises and undisclosed negotiations. Four of eight member teams of the USPHL’s National Collegiate Development Conference (“NCDC”) Mountain Conference have violated their contractual non-compete obligations to the USPHL and secretly negotiated to join the NCDC’s only direct competitor, the North American Hockey League (“NAHL”) while the NAHL was fully aware of the Defendants’ non-compete obligations.¹

3. Having signed binding exclusivity agreements with the League, Defendants abandoned the USPHL and delivered to the NAHL the very teams, rinks,

¹ It is anticipated that as facts develop, the USPHL may bring a lawsuit for tortious interference with contract and other potential claims against the NAHL.

coaches, fan bases, and geographic footprint that the USPHL spent years and substantial resources to develop — at significant risk — in the western United States.

4. The USPHL spent significant effort, time and money to support its Mountain Conference, which it built over several years into a strong, nationally recognized brand for junior hockey in the western region of the United States.

5. The USPHL took enormous risks to launch the NCDC Mountain Conference — identifying and cultivating team owners, waiving hundreds of thousands of dollars in franchise fees to attract investment, subsidizing teams' travel and operations, awarding showcase events, hosting the NCDC's national championship tournament in the Mountain Conference's territory to build the Conference's brand, and tirelessly working to stabilize the Conference through periods of ownership transition. Through these efforts, the Mountain Conference became one of the two strongest conferences in the entire NCDC — comprised entirely of tuition-free, full-scholarship programs that attracted the highest caliber of junior hockey talent in the country.

6. By taking the USPHL's teams into its league, the NAHL rode the coattails of the USPHL's strategic plan, risks and financial efforts relative to the geographic footprint with which the USPHL achieved hard-won success in the western region. The NAHL stepped directly into the USPHL's footprint — using the same teams, the same arenas, the same coaches, and the same communities that

the USPHL had cultivated — at no cost or effort of its own. In its press release, the NAHL even branded its new group of teams the “Mountain Division,” co-opting the very name that the USPHL created for the conference it built. The NAHL’s announcement touted that it had “[e]xpand[ed] the NAHL footprint” into the western United States — but the footprint into which the NAHL expanded was, in truth, the USPHL’s footprint, determined and developed by the USPHL at significant cost and expense, and now pirated by the NAHL for its own commercial benefit.

7. It is telling that the Defendants and the NAHL did not even change names or rebrand the teams that were pirated away from the USPHL and are now being held out as NAHL organizations.

8. The USPHL has no adequate remedy at law for the continuing harm caused by Defendants’ breaches. Defendants’ actions threaten the existence of the Mountain Conference, devastate the remaining teams in the conference, destroy the USPHL’s broadcasting revenues and brand visibility, and hand to the NAHL the fruits of the USPHL’s labor without any compensation whatsoever. The USPHL therefore seeks injunctive relief to enforce its contractual rights and halt Defendants’ ongoing and irreparable violations.

9. Billings operates a junior hockey team based in Billings, Montana known as the Billings Cattle Punchers. Billings became a USPHL member in January 2026.

10. Greene is the majority owner of Billings.
11. In joining USPHL, the Billings Defendants entered into a letter agreement with the USPHL dated January 23, 2026 (the “Billings Letter Agreement”).
12. Grand Junction operates a hockey team based in Grand Junction, Colorado known as the Grand Junction River Hawks. Grand Junction became a member of the USPHL in May 2025.
13. Repsher is an owner of Grand Junction.
14. In joining the USPHL, the Grand Junction Defendants entered into a letter agreement with the USPHL signed on May 1, 2025 (the “Grand Junction Letter Agreement”).
15. Idaho operates a junior hockey team based in Idaho Falls, Idaho known as the Idaho Falls Spud Kings. Idaho became a USPHL member in 2022.
16. Greene is the President and an owner of Idaho, and Hudson was formerly Idaho’s General Manager.
17. In joining the USPHL, Greene and Idaho entered into a letter agreement with the USPHL dated June 24, 2022 (the “Idaho Letter Agreement”).
18. Ogden operates a junior hockey team based in Ogden, Utah known as the Ogden Mustangs. Ogden became a USPHL member in April 2020.
19. Wilmert is the sole owner of Ogden.

20. In joining the USPHL, the Ogden Defendants entered into a letter agreement with the USPHL dated April 21, 2020. The Ogden Defendants later signed a second letter agreement with the USPHL dated June 24, 2022 (the “Ogden Letter Agreement,” and together with the Billings Letter Agreement, the Grand Junction Letter Agreement, and the Idaho Letter Agreement, the “Letter Agreements”).

21. The Letter Agreements addressed, among other things, the Billings Defendants’, the Grand Junction Defendants’, the Idaho Defendants’, and the Ogden Defendants’ participation in the USPHL’s NCDC, the highest junior division within the USPHL. The letter agreements incorporate the rights and obligations in the USPHL’s governing documents, including the Limited Liability Company Agreement of the United States Premier Hockey League, LLC (“USPHL LLC Agreement”) and the USPHL Constitution.

22. The USPHL LLC Agreement, the USPHL Constitution and the Letter Agreements are collectively referred to herein as the “Governing Agreements.”

23. Defendants agreed in the Governing Agreements, among other things, to operate an ice hockey team in the Mountain Conference of the NCDC, equivalent to the “Tier II” level of junior hockey recognized by USA Hockey, the national governing body of organized ice hockey in the United States.

24. USA Hockey had recognized the NCDC division of the USPHL as a Tier II level program although the USPHL's NCDC division is independent and not governed by USA Hockey. The only other Tier II junior League is the NAHL.

25. The Governing Agreements contemplated various payments to the USPHL, required that Defendants provide mutual assistance to the USPHL and other member teams by coordinating business decisions with the other member teams and refraining from taking actions that would adversely affect the USPHL or other member teams and prohibited Defendants from competing with the USPHL during Defendants' membership in the USPHL and for two years thereafter.

26. The Governing Agreements also required that the Defendants maintain the confidentiality of USPHL's confidential and proprietary information and refrain from exploiting or disclosing the same.

27. In direct violation of Defendants' obligations to the USPHL and without the USPHL's knowledge or authorization, throughout the first few months of 2026, Defendants worked with the NAHL, a direct competitor of the USPHL, to apply for and obtain authorization to enter competing Tier II teams in the NAHL for the 2026-2027 season. The NAHL competes directly with the USPHL's NCDC Division at the Tier II level.

28. On June 12, 2026, the NAHL issued a press release announcing that the teams owned by Billings, Idaho, Ogden, and Grand Junction had been approved for

membership in the NAHL for the 2026-2027 season and the NAHL teams would play out of the same Home Arenas utilized or to be utilized by Defendants' NCDC teams.

29. Defendants themselves never formally withdrew from the USPHL or notified the USPHL of their intent to leave the League.

30. Notably, the NAHL branded this group of teams its "Mountain Division" — co-opting the very name the USPHL had created for its NCDC Mountain Conference — despite the NAHL never previously having a "Mountain" division or conference. The NAHL's press release also touted that, through the addition of the new teams, it had "[e]xpand[ed] the NAHL footprint" into Utah and the western United States — but the "footprint" into which the NAHL expanded was, in fact, the precise geographic footprint that the USPHL had painstakingly determined, developed and cultivated at significant cost and expense over several years. The NAHL simply stepped into the USPHL's footprint after the USPHL took the risk to launch the NCDC Mountain Conference, and piggybacked on the USPHL's strategic plan, financial investments, and business model.

31. The NAHL's press release touted the quality and desirability of the teams and locations that Defendants are surrendering to the NAHL. According to the press release, Billings will play at the brand-new Signal Peak Energy Arena, a 2,200-seat arena featuring two NHL-sized sheets of ice, in Montana's largest city

with a population of 117,000. The Vice President of the Billings team stated publicly that the team was “excited to join a league as great as the North American Hockey League” and that the “move continues [the team’s] commitment to the city of Billings to put the highest quality product on the ice every night.”

32. Idaho will play at the Mountain American Center (the “MAC”), a state-of-the-art arena built in 2023 with 4,100 seats that regularly sells out, located in Idaho Falls, a city of 72,000 residents where, with the USPHL’s support, the organization has built a loyal fan base while a member of the NCDC, making Idaho Falls the biggest draw in Tier II junior hockey in all of North America, attracting approximately 4,000 fans per game. The President of the Idaho Falls team stated publicly that “Idaho Falls has become one of the top options for junior hockey players in the country.”

33. Ogden will play at the Weber County Sports Complex, a host site for past Winter Olympic Games, featuring a 2,400-seat arena with two LCD video boards, located just 25 minutes from Salt Lake City in a city with a population of over 100,000 people.

34. Grand Junction will play at the River City Sportplex, a 900-seat facility with plans to increase capacity to 1,200, situated in a community of 159,000, where, with the USPHL’s support, the team has built strong media relationships while

competing in the NCDC, including 15 locally broadcast games and every game live on the radio throughout the Grand Valley.

35. The NAHL's Commissioner, Mark Frankenfeld, stated that "[a]ll of the teams provide an exciting opportunity for the players to compete and develop in dedicated communities and organizations." Thus, the NAHL has itself publicly confirmed that the teams and communities Defendants are delivering to the NAHL are valuable assets — assets that were developed, in part, through the USPHL's strategic business plan and significant investment in its westward expansion.

36. Upon information and belief, Defendants will also utilize the same head coaches for their NAHL teams that they have used for their USPHL teams.

37. By, among other things, rebranding the Billings, Idaho, Ogden and Grand Junction teams as teams in the NAHL, the sole and historical Tier II rival to the NCDC Division of the USPHL, Defendants have violated the Non-Competition and Mutual Assistance provisions of the Governing Agreements.

38. Upon information and belief, Defendants continue to violate the Non-Competition and Mutual Assistance provisions of the Governing Agreements by continuing to work with the NAHL.

39. Upon information and belief, Defendants have unique knowledge through their respective USPHL Governors' roles and access to and involvement with confidential USPHL information and have disclosed and will continue to

disclose the USPHL's confidential information to the NAHL, including but not limited to specific non-public information regarding coaching and player development for the Billings, Idaho, Ogden and Grand Junction teams and other USPHL teams; USPHL business and marketing strategies, including in the Billings, Idaho Falls, Ogden, and Grand Junction area; vendor and pricing information; the USPHL's confidential models relating to the geographic locations of teams in the NCDC Mountain Conference of the USPHL, including the strategies employed in forming and operating that Conference; the USPHL's future business planning, including opportunities for growth and expansion; and other information concerning the methods and systems used by the USPHL to maintain and expand its business and to compete with the NAHL.

40. The USPHL has suffered damages and has no adequate remedy at law with respect to Defendants' continuing breaches of the Governing Agreements, including the non-compete and confidentiality provisions.

41. Further, Greene and Hudson signed promissory notes with the USPHL guaranteeing Billings' and Idaho's financial obligations and participation in the NCDC for the 2026-2027 season and committed to pay \$75,000 each in the event they failed to do so, more specifically in accordance with the terms of the notes.

42. The USPHL is entitled to recover on those promissory notes against Greene and Hudson in the total amount of \$150,000, plus other fees, costs and charges payable under the notes.

THE PARTIES AND RELEVANT NON-PARTIES

43. Plaintiff United States Premier Hockey League, LLC is a Delaware limited liability company with its principal place of business at 20 Trafalgar Square, Nashua, New Hampshire 03063.

44. Upon information and belief, Billings is a Delaware limited liability company with its principal place of business in Billings, Montana.

45. Upon information and belief, Defendant Greene is an individual who currently resides at 2836 Londonderry Avenue, Idaho Falls, Idaho 83404.

46. Upon information and belief, Idaho is an Idaho corporation with its principal place of business at 428 Park Avenue, Idaho Falls, Idaho 83402.

47. Upon information and belief, Hudson is an individual who currently resides in Alabama.

48. Upon information and belief, Defendant Ogden is a Utah limited liability company with its principal place of business at 2801 E3725 N Layton, Utah 84040.

49. Upon information and belief, Defendant Wilmert is an individual who currently resides at 2801 E3725 N Layton, Utah 84040.

50. Upon information and belief, Defendant Grand Junction is a Colorado limited liability company with its principal place of business at 542 Polar Court, Silverthorne, CO 80498.

51. Upon information and belief, Defendant Repsher is an individual who currently resides at 542 Polar Court, Silverthorne, CO 80498.

52. The NAHL is a Michigan domestic nonprofit corporation with its principal place of business at 5151 Belt Line Road, Suite 877, Dallas, TX 75252.

JURISDICTION AND VENUE

53. Jurisdiction and venue are proper because the USPHL is a Delaware limited liability company, and Defendants have contractually consented to personal jurisdiction and venue for this action in the State and Federal Courts in the State of Delaware.

54. This Court has subject matter jurisdiction over this matter pursuant to 10 *Del. C.* § 341 because USPHL seeks injunctive relief, and pursuant to 6 *Del. C.* § 18-111 because this is an action to enforce the provisions of a Delaware limited liability agreement.

FACTUAL BACKGROUND

A. THE USPHL

55. The USPHL is an American junior ice hockey league founded in 2012.

56. The USPHL, comprised of over 105 member organizations, runs the United States' largest junior ice hockey league, operating in approximately 29

states. The USPHL's member organizations also own and operate midget (comprised of three levels-15U, 16U and 18U) and junior ice hockey teams (generally with players 16-20 years old) with approximately 5,000 active participants.

57. The USPHL prepares and develops young players for college hockey (and beyond) through a tiered development program. Specifically, the two higher levels of amateur hockey within the USPHL are the midget level and the junior level. The USPHL's junior level is further divided into three sublevels. The highest of the three junior levels is the NCDC, which is equivalent to the Tier II junior level of which the NAHL is the only other League. The remaining two USPHL levels – Premier and Elite – are Tier III junior Divisions which also compete with the NAHL's "NA3" Division.

58. Since its founding in 2012, the USPHL has developed a stellar reputation for success in developing ice hockey players. From its junior hockey ranks, over 8,000 players have received commitments to play college ice hockey, including in college programs in the National Collegiate Athletic Association ("NCAA") Divisions I and III, and thousands more have played in the American Collegiate Hockey Association, as well as in the Collegiate Hockey Federation and elsewhere. Alumni of the USPHL have gone on to play in the National Hockey

League (“NHL”), further underscoring the League’s role as a premier development pathway for elite hockey talent.

59. The USPHL’s reputation is critical to its brand and its continued success in recruiting players, creating opportunities for young men and women athletes, and maintaining and growing its business.

60. The USPHL spends considerable time, expense and resources developing its constituent teams, conferences, and divisions; competing for players, coaching staff, and management personnel; identifying strategic rink locations and expansion opportunities; and otherwise building its reputation and goodwill.

61. The USPHL also spends considerable time, effort, and resources to develop its confidential information, which includes but is not limited to specific non-public information regarding coaching and player development; business and marketing strategies; vendor and pricing information; USPHL’s confidential models relating to the geographic locations and number of teams and conferences in various locations; USPHL’s future business planning, including opportunities for growth and expansion; and other information concerning the methods and systems used by USPHL to maintain and expand its business. The USPHL’s confidential information is not generally known to the public, and the USPHL considers it to be an extremely valuable asset. The USPHL takes careful steps to closely safeguard this information

and prevent its disclosure to competitors, including, but not limited to, requiring its members to agree to maintain the confidentiality of the same.

B. THE NAHL

62. The NAHL is an American junior ice hockey league founded in 1975.

63. Upon information and belief, the NAHL consists of four geographic divisions – Central, East, Midwest, and South – with a total of 34 teams.

64. The NAHL is a Tier II junior hockey league and a direct competitor of the USPHL’s NCDC, the only other junior hockey league that is equivalent to the Tier II level.

C. THE USPHL’S WESTWARD EXPANSION

65. From its inception in 2012 through 2020, the USPHL’s primary footprint was in the northern and eastern regions of the United States.

66. Thereafter, the USPHL saw strategic and financial reasons to expand to the West and formed the Mountain Conference beginning with the 2023-2024 season. The USPHL undertook enormous efforts to recruit owners, identify suitable markets, and stabilize the conference through periods of significant instability.

67. In order to reach the minimum threshold for conference viability, the original core teams — including Idaho, Ogden, and teams in Pueblo and Utah — pooled their own resources, contributed money, and recruited additional owners to secure the sixth franchise commitment necessary to launch the conference. When

one of the founding members of the Mountain Conference team based in Greeley, Colorado secretly joined the NAHL in early 2023 leaving the conference in jeopardy, the USPHL worked to source a last-minute replacement owner and location, ultimately establishing a team in Rock Springs, Wyoming to preserve the conference.

68. The USPHL also played a direct role in establishing the Billings market for the NCDC. When a Canadian operator was initially pursuing entry into the Billings market, the USPHL, through Kevin Abrams (“Abrams”), the USPHL’s Director of Operations, worked closely with the City of Billings to facilitate that opportunity. When the Canadian operator’s deal encountered difficulties, Abrams brought in Greene to take over the franchise opportunity. The USPHL thus made the Billings deal happen for Greene and his ownership group — a fact that makes the Billings Defendants’ subsequent betrayal of the USPHL all the more egregious.

69. The USPHL continued to invest heavily in the stability and growth of the Mountain Conference. When the Billings market was at risk of being lost to the NAHL — after an announced owner and lease fell through — the USPHL’s Director of Hockey Operations flew to Billings, Montana in March 2025 to save the market for the NCDC. The USPHL worked to endorse and support new ownership, waived its standard \$250,000 franchise fee to remove financial barriers to entry, and awarded Billings a showcase event for the 2026-2027 season to demonstrate the

League's commitment to the market and the City of Billings, which helped the team secure its arena lease. The USPHL's Commissioner also traveled to Billings for the team's public announcement.

70. The USPHL also provided financial subsidies to support the Mountain Conference teams, including subsidizing player travel to All-Star events in terms of hotel and meals, providing travel subsidies for Idaho Falls to attend the NCDC's national championship tournament (the "Dineen Cup"), and hosting the 2025-2026 Dineen Cup in Idaho Falls to invest in and showcase the Mountain Conference brand within the world of junior hockey. Hosting the Dineen Cup in Idaho Falls necessarily entailed entrusting Idaho and its management, including Hudson, with valuable confidential information relating to the USPHL's tournament operations, logistics, strategic planning, and competitive framework. Additionally, upon learning that the NAHL was attempting to recruit players away from the NCDC, the USPHL's Executive Committee voted to create a Name, Image, and Likeness ("NIL") performance payout specifically designed to support the Mountain Conference teams and incentivize strong performance in the NCDC.

71. As a result of these efforts, the Mountain Conference developed into one of the two strongest conferences in the entire NCDC. The Mountain Conference and the Atlantic Conference were the only two NCDC conferences comprised entirely of tuition-free, full-scholarship programs — meaning no players paid

hockey tuition — making them the two deepest and most competitive conferences within the NCDC. The USPHL built a competitive framework to reward this strength, including guaranteed wild card berths in the Dineen Cup national championship for both the Mountain and Atlantic conferences.

D. BILLINGS

1. BILLINGS JOINS THE USPHL

72. Upon information and belief, Greene, along with four minority members (including some of the owners of Idaho), formed Billings in October 2025.

73. Pursuant to the Billings Letter Agreement dated January 23, 2026, between the Billings Defendants and the USPHL, the Billings Defendants became members of the USPHL and Billings' team was admitted into the Mountain Conference of the NCDC.

74. Greene signed the Billings Letter Agreement on behalf of Billings and pursuant to the terms of the Billings Letter Agreement, both Billings and Greene are bound by its terms.

75. The Billings' team's first season in the Mountain Conference of the NCDC was expected to be the upcoming 2026-2027 season.

2. THE PARTIES' RIGHTS AND OBLIGATIONS

76. Pursuant to the Billings Letter Agreement, Defendants agreed to pay the USPHL annual dues (currently \$25,642 per team) and registration fees (currently

\$600 per player or approximately \$21,000 per team (based on 35 players)) to play in the league.

77. In the Billings Letter Agreement, the USPHL waived its typical \$250,000 franchise fee in exchange for the Billings Defendants' agreement that "the team [could not] be sold or transferred to other ownership for five seasons."

78. In connection with the admission of the Billings Defendants to the USPHL, the Billings Defendants agreed to numerous other requirements and restrictions that were set forth not only in the letter agreements, but also in the USPHL's LLC Agreement and Constitution, to which Billings is bound.

79. Indeed, the Billings Letter Agreement states:

BILLINGS acknowledges that prior to executing this Agreement, it will have received, read and understood a complete copy of this agreement, the USPHL LLC Agreement (with all blanks completed) and the [USPHL] Constitution. Upon executing this agreement, the Owner shall become a member of the USPHL LLC Agreement and as such agree to abide by the associated amended USPHL Constitution.

80. The USPHL LLC Agreement itself confirms, in Section 3.11, that its members agreed to be bound by USPHL's Constitution:

Compliance with the Constitution and Applicable Laws. Each Member hereby agrees to comply with, and be bound by, the Constitution and any and all laws and regulations governing the business and operations of the Company. If any Member fails to comply with, and be bound by, the Constitution or such laws, the other Members, acting through the Board of Governors, the Executive Committee

or the Commission, as they determine or as provided in the Constitution, in their reasonable discretion, may take all actions necessary to ensure compliance with the Constitution and such laws and regulations, which actions may include, without limitation, the right to repurchase the defaulting Member's Units pursuant to the terms of Section 11.4, and/or (ii) retain and not pay any distributions otherwise due to the defaulting member pursuant to the terms of this Agreement.

81. Greene, as an Owner, is personally bound to the relevant rights and obligations, as set forth in the Governing Agreements and described herein.

a) Territorial Rights and Home Arena

82. The geographic footprint of the NCDC Mountain Conference, as with all of the USPHL's regional conferences, was carefully planned based on a number of factors, including (i) the distance between the various rinks, (ii) the most effective locations relative to neighboring NAHL junior organizations for competition and expansion purposes, (iii) travel costs, (iv) player talent pools, (v) administrative efficiencies for all of the teams in the conference from a joint operational standpoint, (vi) the fostering of healthy intra-league, natural rivalries, and (vii) an adequate fan base for revenue purposes.

83. The foregoing factors were particularly important for the USPHL's westward expansion because revenue in the West is generated through a gate receipts model, whereas in the East, far fewer fans purchase tickets to games. The West is characterized by much smaller markets where fan interest drives ticket sales for

games based on, among other things, the relative lack of competing sports teams and leagues, including professional sports teams. Accordingly, the location of a team's home arena, the number of teams needed to succeed, and compliance with the USPHL's blueprint were important factors for the USPHL's revenue model in the West.

84. In light of these considerations and in accordance with the Governing Agreements, upon entry into the USPHL, each member is designated to a "Home Arena," as agreed to between the USPHL and the member, where the member's teams must have their principal operating location.

85. Section 5.3 of the Constitution provides that "[a] Member Club cannot change the site of its Home Arena to another metropolitan area for any season without first obtaining the consent of the majority of the Executive Committee."

86. Further, under Section 5.7 of the Constitution, a Member Club may not "assign or sublet its interest in the Arena License [(the agreement with the owner of the Home Arena)] without obtaining the prior written consent of the Commissioner, such consent not to be withheld unreasonably."

87. The Billings team's Home Arena, as set forth in the Billings Letter Agreement, is Billings, Montana. As previously alleged, the Billings team's location in Billings, Montana was critical to the USPHL as part of its westward expansion and planning.

b) Best Efforts and Mutual Assistance

88. The operation of a successful junior hockey league (or any league for that matter) requires that the owners of each of the teams in the league commit their best efforts to the operation of the teams and that the teams coordinate their business decisions, including those relating to location and scheduling, among others.

89. For these reasons, Section 3.12 of the LLC Agreement requires that each of the USPHL's members "devote its full time and best efforts to the operation of its Team or Teams in accordance with all of the terms and conditions of the Governing Documents."

90. Relatedly, Section 6.6 of the Constitution, entitled "**Mutual Assistance**" provides, in relevant part:

Each Member Club recognizes the importance to the Company of having the Members operate all their hockey operations in a professional manner and coordinating business decisions that reconcile with the best interests of the Company, which coordination includes an effective, coordinated partnership among all Members in the Company and teams in the USPHL. As such, to the extent any Member is in other leagues, tournaments or other hockey operations (together or individually "**Other Hockey Operations**"), such Member shall, upon the consent of a majority of the Executive Committee and pursuant to a side letter approved by the majority of the Executive Committee, be permitted to participate in such Other Hockey Operations only to the extent of, and in compliance with, the terms of the side letter.

91. The Billings Letter Agreement also specifically memorializes the mutual assistance obligation:

Mutual Assistance. The Owner recognizes the importance to the USPHL to have the USPHL Franchise Owners operate all their hockey operations in a professional manner and to coordinate business decisions that reconcile to the best interests of the USPHL, which includes an effective, coordinated partnership amongst all Franchise Owners in the USPHL. As such, each USPHL Franchise Owner agrees to take whatever actions that are available to that Owner to support the USPHL or another USPHL Franchise Owner (“Impacted Owner”) if the USPHL or Impacted Owner determines the proposed or contemplated actions of those Other Hockey Operations will have a material impact on the USPHL or the Impacted Owner’s business.

c) Confidentiality

92. Following their admission into the USPHL, Defendants were entrusted with the USPHL’s confidential and/or proprietary business information, including but not limited to specific non-public information regarding coaching and player development; business and marketing strategies; vendor and pricing information; the USPHL’s confidential models relating to the geographic locations and number of teams and conferences in various locations; the USPHL’s future business planning, including opportunities for growth and expansion; and other information concerning the methods and systems used by the USPHL to maintain and expand its business.

93. The USPHL has expended significant time, effort, and resources to develop this information, and the USPHL considers it an extremely valuable asset.

94. The aforementioned information is not generally known to the public nor readily ascertainable. Competitors such as the NAHL could exploit this information to gain a competitive advantage to the detriment of the USPHL.

95. The USPHL has implemented reasonable efforts to maintain the confidentiality of this information. The USPHL takes these precautions not only to protect its own information, but also to protect information belonging to its members, players, coaching staff, management personnel, and other staff.

96. For this reason, the USPHL requires its members who have contact with confidential, and/or proprietary business information – like Defendants – to sign confidentiality agreements. As it pertains to Defendants, those agreements include the Governing Agreements.

97. Specifically, Section 11.1 of the USPHL LLC Agreement contains a Confidential Information provision that states:

Each Member acknowledges and agrees that such Member may have access to and may become aware of confidential information of the Company, including, without limitation, information and knowledge pertaining to services offered, the names and addresses of clients of the Company, the Company's billing and pricing information, the Company's information systems, techniques and methodologies, and the Company's business plans, marketing plans and each of their objectives, and other information considered to be confidential or proprietary information of the Company (collectively, the "**Confidential Information**"). The parties acknowledge that the Company's business will be greatly and irreparably damaged by the release or use of any of the

Confidential Information (or any part thereof) outside of its own business. Therefore, such Member agrees that other than in the proper performance of such Member's duties for the Company, the Member will not make use of, exploit, disclose or divulge to any other Person any Confidential Information or any part thereof. Promptly following the date on which a Member ceases to be a Member of the Company, such Member shall deliver to the Company all Confidential Information and all other documents of any kind relating to the business and affairs of the Company which are then in his possession, custody or control.

98. Likewise, the Billings Letter Agreement provides:

Confidential Information. BILLINGS acknowledges that the materials, USPHL strategies, information, techniques, procedures, methods, systems and format now and hereafter comprised in the USPHL Operations and revealed within or pursuant to this agreement and other USPHL documents are revealed by the USPHL to the Owner in strictest confidence. BILLINGS, the Owner and its principals (members, shareholders, officers, etc.) covenant to keep and respect the confidence so reposed. Breach of this confidentiality provision can subject such franchise owner to fines up to \$25,000 per instance, loss of tenders or draft picks, and if persistent, loss of its franchise.

d) Non-Competition

99. In addition to the foregoing Confidential Information requirements, the Non-Competition provisions of the Governing Agreements are as critical to the USPHL as they are to any other hockey league. Amateur hockey is an extremely competitive business as parents, players, coaches and organizations vie for the most competitive, financially stable and developmentally advantageous programs.

100. The competition between the USPHL's NCDC and the NAHL Tier II Junior division in particular is extreme and implicates the number of college commitments received, the reputation of the respective Leagues and organizations, revenue generation and other key metrics that are critical to an individual organization and to a league as a whole.

101. For these reasons, Section 11.2 of the USPHL LLC Agreement provides:

Except as expressly permitted by this Agreement, the Constitution and Operating Documents or by any other written agreement between the Company and the Member, each Member acknowledges and agrees while such Member is a member of the Company and for a period of two (2) years thereafter, such Member shall not, directly or indirectly, in any capacity whatsoever (e.g, as an employee, consultant, principal, agent, member, partner, shareholder, director, officer, guarantor, indemnitor, creditor, supplier, landlord or sublandlord), either alone or in any relationship with any other person, firms, corporation or other business organization, (i) compete with the Company, the League or the USPHL Operations, . . .

102. The Billings Letter Agreement similarly contains three provisions relevant to non-competition obligations, as follows:

Non-Compete. Except by any other written agreement USPHL and the Owner, during the currency of this agreement or earlier termination of this agreement, the Owner shall not compete directly or indirectly in any fashion with BILLINGS or the USPHL Operations and will comply with the non-Compete provisions of the USPHL Organizational Documents during their operation

of a club(s) in the USPHL and following termination of such operation if any. For clarity purposes, operation of any junior hockey teams in any junior hockey league shall be considered competition with the USPHL regardless of the level (Elite, Premier, NCDC, Tier 3, Tier 2, etc.).

...

Standstill Agreement. The Owner agrees that, from the date hereof until the termination of this Letter Agreement, neither they nor any of their directors, officers, agents or other representatives, shall, directly or indirectly, (a) solicit initiate or encourage submission of proposals or offers from any person relating to, or negotiate with any person or enter into any agreement, contract or understanding with respect to, the formation of a new hockey league into any new or existing hockey league, as an individual, sub group or whole.

...

Schedule A . . . BILLINGS HOCKEY, LLC NCDC and any of its affiliates agree they will not operate in any other junior hockey league other than the USPHL, including but not limited to the Eastern Hockey League, *North American League, North American 3 Hockey League*, etc. (emphasis added)

e) Enforcement

103. The LLC Agreement Section 12.9 provides for specific enforcement of its provisions and the availability of cumulative remedies for the USPHL:

(c) Each Member agrees that its obligations hereunder are necessary and reasonable to protect the Company, and expressly agrees that monetary damages would be inadequate to compensate the Company for any breach of any covenant or agreement set forth in the Governing Documents. Accordingly, each Member agrees and acknowledges that any such violation or threatened

violation may cause irreparable injury to the Company and that, in addition to any other remedies that may be available in law, in equity or otherwise, the Commissioner shall be entitled to demand injunctive relief, without bond or other security, against the threatened breach of this agreement or the continuation of any such breach, without the necessity of proving actual damages. Furthermore, the Commissioner, at the unanimous consent of the Executive Committee, shall have the right to claim and recover damages from the Member and such damages shall include, without limitation, loss of the benefit of the Company's bargain hereunder. It is acknowledged by each Member that the benefit of the Company's bargain hereunder shall include the dues and assessments which the Company would have expected to receive. Such dues and assessments shall be computed on the basis that the average monthly revenue during the previous 6 months (or if revenue has been received for less than 6 months, the average over whatever the operating period is) are a reasonable approximation of future monthly revenue.

104. Likewise, Section 12.12 of the LLC Agreement states:

The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to remedy fully the injury. Accordingly, in the event of a breach or a threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to all other legal and equitable remedies that may be available to that party) shall be entitled to one or more preliminary or permanent orders (a) restraining and enjoining any act which would constitute a breach, or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

105. With respect to the Confidential Information and Non-Competition provisions specifically, the USPHL LLC Agreement Section 11.3(a) explicitly states that those provisions are:

reasonable and necessary under the circumstances in order to protect the legitimate interests of the Company, and that any violation thereof would result in irreparable injuries to the Company, and each Member therefore acknowledges that, in the event of such Member's violation of any of these restrictions, the Company shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

106. Thus, by agreeing to be bound by the Governing Agreements, the Billings Defendants expressly acknowledged the necessity of, and agreed to the imposition of, injunctive relief in the event of their breach of the same.

107. Finally, the LLC Agreement in Section 12.14 provides that the Governing Documents are governed by the laws of the State of Delaware and that Delaware Courts have exclusive jurisdiction over disputes relating to the subject matter of the agreements.

3. THE PROMISSORY NOTE

108. Greene additionally signed a Promissory Note in favor of the USPHL, guaranteeing all of Billings' financial obligations to the USPHL and agreeing that Billings would operate and complete the 2026-2027 season in the USPHL. In the

event Billings did not meet all of its financial obligations or compete in all games in the 2026-2027 season, Greene agreed to pay the USPHL the sum of \$75,000.

E. GRAND JUNCTION

1. GRAND JUNCTION JOINS THE USPHL

109. Upon information and belief, Repsher formed Grand Junction in April 2025.

110. Pursuant to the Grand Junction Letter Agreement dated May 1, 2025, between the Grand Junction Defendants and the USPHL, the Grand Junction Defendants became members of the USPHL and Grand Junction's team was admitted into the Mountain Conference of the NCDC.

111. Repsher signed the Grand Junction Letter Agreement on behalf of Grand Junction, and pursuant to the terms of the Grand Junction Letter Agreement, both Grand Junction and Repsher are bound by its terms.

112. The Grand Junction team's first season in the Mountain Conference of the NCDC was the 2025-2026 season.

2. THE PARTIES' RIGHTS AND OBLIGATIONS

113. With the exception of the Home Arena and Franchise Fee provisions, the Grand Junction Letter Agreement is identical to the Billings Letter Agreement.

114. Indeed, Grand Junction's Home Arena under the Governing Documents is in Grand Junction, Colorado. And, whereas the Billings Letter Agreement provided a limited waiver of the franchise fee in exchange for other

consideration, the Grand Junction Letter Agreement confirms that no franchise fee was required because Grand Junction acquired an existing franchise from another entity.

115. Like the Billings Defendants, the Grand Junction Defendants agreed, pursuant to the Grand Junction Letter Agreement to pay the USPHL annual dues (currently \$25,642 per team) and registration fees (currently \$600 per player or approximately \$21,000 per team (based on 35 players)) to play in the league.

116. Like the Billings Letter Agreement, the Grand Junction Letter Agreement also incorporates by reference the terms of the USPHL Constitution and LLC Agreement.

117. Thus, the Grand Junction Defendants' obligations under the Governing Documents are identical to that of the Billings Defendants as set forth above.

F. IDAHO

1. IDAHO JOINS THE USPHL

118. Upon information and belief, Greene and his partner Dave Elmore formed Idaho in March 2021.

119. Idaho joined the USPHL shortly thereafter and played in the USPHL's premier division for the 2021-2022 season.

120. Pursuant to the Idaho Letter Agreement dated June 24, 2022, between the Idaho Defendants and the USPHL, the Idaho Defendants were elevated to the

USPHL's NCDC division and Idaho's team was admitted into the newly formed Mountain Conference of the NCDC.

121. Greene signed the Idaho Letter Agreement on behalf of Idaho, and pursuant to the terms of the Idaho Letter Agreement, both Idaho and Greene are bound by its terms.

122. Idaho has played in the Mountain Conference of the NCDC each year beginning with its inaugural 2022-2023 season through the recently completed 2025-2026 season.

2. THE PARTIES' RIGHTS AND OBLIGATIONS

123. Like the Billings Letter Agreement and the Grand Junction Letter Agreement, the Idaho Letter Agreement also incorporates by reference the terms of the USPHL Constitution and LLC Agreement.

124. With the following exceptions, the content of the Idaho Letter Agreement is otherwise substantively the same as the Billings Letter Agreement and the Grand Junction Letter Agreement.

125. First, the Idaho Letter Agreement includes two non-compete provisions, which provide:

Non-compete. Except as may be modified pursuant to a written agreement signed by the USPHL, Owner shall remain bound by the noncompetition provisions of the LLC Agreement which shall continue to apply and are in effect and incorporated herein.

NON-COMPETITION: Governing Documents shall control and apply in force with respect to the North American Hockey League as to which competition with the USPHL is strictly prohibited in all respects to the fullest extent provided by law. The USPHL in its sole discretion may modify, suspend or remove this prohibition on competition in exchange for a payment by Owner in the amount of \$250,000 together with the same payment being made by all other Owners in the event any such NCDC West Division Club seeks to go to another league or such Club(s) take part in the formation of, or are involved in, another division outside of the USPHL.

126. Second, Idaho's Home Arena under the Governing Documents is in Idaho Falls, Idaho.

127. And third, the Idaho Letter Agreement provides the following with respect to Idaho's fee for joining the Mountain Conference of the NCDC:

ENTRY PRICE: The Entry Price for Idaho Falls is \$150,000.00 based on its payment of \$100,000 for Premier entry, payable \$25,000 upon execution of this Agreement and \$125,000.00 on May 31, 2023. Note: Additional teams other than the original 6 West teams entering for the 2023-2024 season will pay \$250,000.00. Teams entering after September 1, 2023 will pay market rate determined by the Executive Committee.

128. Like the Billings Defendants and the Grand Junction Defendants, the Idaho Defendants also agreed, pursuant to the Idaho Letter Agreement, to pay the USPHL annual dues (currently \$25,642 per team) and registration fees (currently \$600 per player or approximately \$21,000 per team (based on 35 players)) to play in the league.

129. Thus, the Idaho Defendants' obligations under the Governing Documents are similar if not the same to that of the Billings Defendants and the Grand Junction Defendants as set forth above.

130. Further, Hudson, who at the time of his signature was Idaho's General Manager, also signed both the USPHL Constitution and the LLC Agreement and agreed to be bound by the terms thereof.

131. In addition, Hudson was invited to attend the USPHL's Executive Committee meetings — the only individual who was not a member of the Executive Committee to be afforded that privilege. These meetings, which were held on a weekly and then bi-monthly basis, addressed the most sensitive and confidential aspects of the USPHL's operations, including strategic planning, financial matters, expansion efforts, and competitive positioning. As a result, Hudson had access to virtually all of the confidential information the USPHL used to operate and manage the League at the very same time he was conspiring to move his team to the NAHL.

3. THE PROMISSORY NOTE

132. Hudson additionally signed a Promissory Note in favor of the USPHL, guaranteeing all of Idaho's financial obligations to the USPHL and agreeing that Idaho would operate and complete the 2026-2027 season in the USPHL. In the event that Idaho did not meet all of its financial obligations or compete in all games in the 2026-2027 season, Hudson agreed to pay the USPHL the sum of \$75,000.

G. OGDEN

1. OGDEN JOINS THE USPHL

133. Upon information and belief, Wilmert formed Ogden in May 2020.

134. Pursuant to the letter agreement dated April 21, 2020, between the Ogden Defendants and the USPHL, the Ogden Defendants became members of the USPHL, initially as part of the USPHL's lower Premier-Division.

135. Thereafter and pursuant to the Ogden Letter Agreement dated June 24, 2022, between the Ogden Defendants and the USPHL, the Ogden Defendants were elevated to the USPHL's NCDC division and Ogden's team was admitted into the newly formed Mountain Conference of the NCDC.

136. Wilmert signed the Ogden Letter Agreement on behalf of Ogden and pursuant to the terms of the Ogden Letter Agreement, both Ogden and Wilmert are bound by its terms.

137. Ogden has played in the Mountain Conference since the 2020-2021 season, initially at the USPHL's lower Premier-Division level, and thereafter in the NCDC for the 2022-2023 through 2025-2026 seasons.

2. THE PARTIES' RIGHTS AND OBLIGATIONS

138. Like the other Letter Agreements, the Ogden Letter Agreement also incorporates by reference the terms of the USPHL Constitution and LLC Agreement, and Wilmert, individually and on behalf of Ogden, additionally signed the USPHL Constitution and LLC Agreement, agreeing to be bound thereby.

139. With the exception of the Home Arena and Entry Price provisions, the Ogden Letter Agreement is identical to the Idaho Letter Agreement.

140. Indeed, Ogden's Home Arena under the Governing Documents is in Ogden, Utah.

141. And, whereas the Idaho Letter Agreement reduced the \$250,000 entry fee for Idaho based on Idaho's payment of \$100,000 for its Premier Team, the Ogden Letter Agreement required the Ogden Defendants to pay the entire \$250,000 entry fee in two installments, given that no fee was charged in connection with Ogden's Premier Team.

142. Further, as under the other Letter Agreements, the Ogden Letter Agreement obligated the Ogden Defendants to pay the USPHL annual dues (currently \$25,642 per team) and registration fees (currently \$600 per player or approximately \$21,000 per team (based on 35 players)) to play in the league.

143. In short, the Ogden Defendants' obligations under the Governing Documents are identical to that of the Idaho Defendants as set forth above.

H. DEFENDANTS' TEAMS JOIN THE NAHL FOR THE 2026-2027 SEASON

144. Upon information and belief, and unknown to the USPHL, in the fall of 2025 through the first half of 2026, Defendants engaged in secret discussions with the NAHL and one another relating to the prospect of bringing the Defendants' NCDC teams over to the NAHL.

145. These clandestine negotiations were particularly insidious with respect to Hudson, who, during the very same period, was attending the USPHL's highly confidential Executive Committee meetings and actively participating in the management of the League. Hudson was thus simultaneously helping to run the USPHL while secretly negotiating with the NAHL to bring the USPHL's own teams to a direct competitor.

146. As the result of these respective efforts, the ground was cleared for moving Defendants' teams over to the NAHL, using the same coaches and general managers for those teams, and having their NAHL teams play out of the same Home Arenas currently utilized by Defendants' NCDC teams.

I. THE USPHL LEARNS OF DEFENDANTS' BREACHES

147. On June 9, 2026, the USPHL learned for the first time, through an announcement posted by a blogger in the hockey community, that the NAHL had accepted Defendants' teams into the NAHL.

148. That was confirmed by the NAHL three days later by way of a press release on June 12, 2026 ("the Press Release").

149. None of Defendants sought prior approval from the USPHL to modify their non-competition obligations to the USPHL, and none of Defendants made any payments to the USPHL in exchange for the USPHL foregoing enforcement of those non-competition obligations.

J. DEFENDANTS' BREACHES OF THE GOVERNING AGREEMENTS, AND THE CORRESPONDING HARM TO THE USPHL

150. The foregoing allegations set forth breaches by the Defendants of the Governing Agreements.

151. By effectively converting Defendants' USPHL teams to NAHL franchises, and by using Defendants' teams' (i) coaches/general managers, (ii) confidential information and (iii) rinks for the NAHL teams, Defendants breached the best efforts and mutual assistance provisions of the Governing Documents, which required them to devote their full time and best efforts to the operation of their respective NCDC teams for the benefit of the USPHL and the benefit of the other NCDC Mountain Conference owners.

152. Defendants violated the Non-Competition and Standstill provisions of the Governing Agreements by negotiating and entering into an agreement with third parties, namely the NAHL, to transfer Defendants' teams to the NAHL and thereby compete with the USPHL.

153. As alleged, the NAHL is a direct competitor of the USPHL. Both Leagues operate junior hockey teams, with players of the same age range, for the purpose of preparing these players for collegiate or professional hockey careers. The services and operations conducted and provided to players by the NAHL are in direct competition with those provided by the USPHL.

154. Defendants' conferring upon the NAHL an ideal location in their respective Home Arenas further destroys the Mutual Assistance provisions of the Governing Agreements.

155. Defendants' Home Arenas are each situated in desirable and highly coveted hockey venues in the region, featuring modern, well-appointed facilities with strong community support and established fan bases. As reflected in the NAHL's own press release, the NAHL publicly touted the quality of these venues and communities as key assets of its new Mountain Division. The benefits of those venues — including their state-of-the-art arenas, established and loyal fan bases, strategic geographic locations, and existing media relationships — will enure entirely to the benefit of the NAHL with the admission of Defendants' teams, at the direct expense of the USPHL.

156. The Mutual Assistance provisions of Governing Agreements required Defendants, and all the USPHL's members, to coordinate business decisions with the USPHL and other members thereof, and, in particular, to "take whatever actions are available . . . to support the USPHL" or the other team owners if Defendants' "Other Hockey Operations will have a material impact on the USPHL or the Impacted Owner's business."

157. Defendants violated the Mutual Assistance provisions by failing to coordinate their business decisions and by failing to support the USPHL and its

members when Defendants' "Other Hockey Operations" will have an obvious material and adverse impact on the USPHL and the other members.

158. As discussed above, the USPHL's westward expansion was carefully planned from a logistical, administrative, and geographical standpoint. The USPHL invested significant time and resources identifying the teams that would comprise its NCDC Mountain Conference. The locale of the teams that would comprise the Mountain Conference was a key factor in its formation, as geographic dispersion of the teams in a conference affects scheduling, travel expenses, player displacements, the ability to recruit players and sponsors, the creation of competition and rivalries, and ultimately the ability to generate, maintain and increase ticket sales.

159. Against this backdrop, and as Defendants are well aware, the locations of their Home Arenas were an important factor in the USPHL's painstakingly curated westward expansion plans.

160. Defendants have unilaterally eviscerated the meticulous planning by the USPHL and other NCDC Mountain Conference teams by surrendering their home rinks to the benefit of the NAHL. Their actions will have an undeniable adverse impact on the USPHL and the other teams as it will materially increase travel expenses for the other teams, hurt the League's ticket sales and ability to recruit players and sponsors, reduce competition and the creation of rivalries, and injure the reputation of the League.

161. By way of specific example, the departure of Defendants' teams has had a devastating impact on the remaining Mountain Conference teams. The Rock Springs Miners, another team in the Mountain Conference, previously was able to play at least seven teams within a twelve-hour drive of the team's Home Arena. However, with the departure of Defendants' teams, there are only three teams within that distance, requiring the Miners to travel significantly farther — including to cities such as Chicago, Minneapolis, and the East Coast — to compete in league games. This represents a dramatic and costly increase in travel obligations for the remaining Mountain Conference teams.

162. In addition to the financial harm, the dramatically increased travel obligations impose a significant emotional burden on the players in the remaining Mountain Conference teams — young athletes, generally between the ages of 16 and 20, who are now forced to endure grueling cross-country travel schedules that were never contemplated when they committed to play in the Mountain Conference. These players joined the NCDC Mountain Conference with the expectation of competing in a regional conference with manageable travel, and Defendants' departure has fundamentally altered the experience these players were promised.

163. Moreover, the remaining teams, and in particular the Rock Springs Miners, will face extreme difficulty recruiting players going forward given the onerous travel schedule now imposed upon the conference. Prospective players and

their families will inevitably compare the travel demands of the diminished Mountain Conference against competing programs with more geographically compact schedules, putting the remaining Mountain Conference teams at a severe recruiting disadvantage. The resulting impact on the Rock Springs Miners' ability to field a competitive team and sustain its operations is impossible to quantify, but is no less real or devastating for that reason.

164. On information and belief, the remaining Mountain Conference teams' travel budgets will increase substantially as a result of Defendants' departure, as they now face the prospect of significantly higher costs to travel to California, Minnesota, Chicago, and other distant locations for games that were previously played within the Mountain Conference's geographic footprint.

165. Moreover, the remaining Mountain Conference teams will be forced to compete against partial-scholarship teams rather than continuing to compete within the Mountain Conference, which was composed entirely of full-scholarship programs where no players paid hockey tuition. This will diminish the competitive quality of the conference and the development opportunities available to players in the Mountain Conference. The Mountain Conference had quickly developed into one of the most competitive conferences in the entire NCDC. In its first year, one Mountain Conference team pushed the eventual national champions to the limit in the NCDC finals. By the second year, the Idaho Falls Spud Kings had become the

biggest draw in Tier II hockey in all of North America, attracting 4,000 fans per game and winning the NCDC national championship. In the most recently completed 2025-2026 season, Grand Junction lost in the deciding game of the national championship in overtime. These results demonstrate the high caliber of play and investment that the USPHL cultivated in the Mountain Conference — and the very assets that Defendants have now handed to the NAHL.

166. The departure of Defendants’ teams has already caused concrete, quantifiable financial harm to the remaining Mountain Conference teams. For instance, the Rock Springs Miners were forced to cancel their annual player development camp due to the uncertainty caused by Defendants’ departure from the Mountain Conference. In prior years, the Miners’ camp attracted 88, 72, and 93 participants, respectively, and generated between \$25,000 and \$35,000 in revenue. This year, as a direct result of the turmoil caused by Defendants’ actions, only five players signed up for the camp, and the organization has already incurred approximately \$5,000 in unrecoverable sunk costs.

167. The harm suffered by the remaining Mountain Conference teams and their players, as described above, directly causes harm to the USPHL as a whole. The USPHL is a league comprised of its member teams, and the competitive strength, financial stability, and reputation of each team is integral to the value and viability of the League. When individual teams are weakened — through increased

travel costs, diminished recruiting ability, reduced fan engagement, and the emotional toll on players — the League itself suffers diminished competitive quality, reputational harm, and reduced commercial value. The USPHL’s ability to attract and retain quality member organizations, recruit elite players, negotiate broadcasting deals, and maintain its position as a premier development league depends directly on the strength and stability of its constituent teams and conferences. Accordingly, every dollar of increased cost, every lost recruit, and every demoralized player in the remaining Mountain Conference teams represents a direct injury to the USPHL.

168. Defendants’ departure will also cause significant harm to the USPHL’s broadcasting operations and brand visibility. The Mountain Conference was the largest contributor to USPHL viewership on the USPHL’s contracted broadcasting network. Viewership of USPHL games raises awareness of the NCDC and the profile of the League by attracting scouts from all levels — including college hockey programs — as well as agents, advisors, players and their families. The more viewers and eyes on the League, the more the USPHL can build its brand and tell its story to prospective players. The loss of the Mountain Conference teams and their substantial viewership base will result in fewer viewers watching USPHL games, diminishing exposure for the League’s brand and reducing the number of scouts watching USPHL players, which directly threatens the college advancement opportunities for the USPHL’s remaining players. If the USPHL loses quality teams and players,

fewer scouts will watch the games, potentially diminishing college advancement for its players — thereby threatening the position of the USPHL and NCDC player in the hockey ecosystem. Over the long term, the departure of the Mountain Conference and its viewers threatens to undermine the USPHL’s streaming rights deals and the overall commercial viability of its broadcasting partnerships.

169. There is no way for the USPHL to calculate the reputational harm caused by Defendants’ departure at this late stage, while the USPHL is actively conducting tryouts for the upcoming season. The timing of Defendants’ breaches — during the critical player recruitment period — has compounded the harm to the USPHL’s reputation and competitive standing, as prospective players and their families evaluate the stability and viability of the league and its conferences.

170. Moreover, Defendants’ actions have already adversely affected morale within the USPHL, particularly amongst the remaining NCDC Mountain Conference teams, as Defendants have willfully and blatantly reneged on their obligations to the USPHL in favor of a rival league.

171. Upon information and belief, Defendants’ breaches are ongoing because they remain involved with the NAHL.

172. Furthermore, Wilmert, Greene, Repsher, and Hudson (as owners and/or managers of the Defendant entities) have highly confidential information belonging to the USPHL, including, without limitation, information relating to the USPHL’s

finances, strategic and business plans, expansion efforts and the operations of the NCDC Mountain Conference, and player and sponsorship recruitment efforts. Such information also includes gate revenue and expense data, community participation, sponsorship opportunities and other attributes of Defendants' operations at their Home Arenas that were integral to the NAHL's decision to unlawfully compete with the USPHL.

173. Defendants are obligated under the terms of the Governing Agreements to maintain the confidentiality of that information. But, by virtue of their continued involvement with the NAHL, Defendants have disclosed, and upon information and belief will continue to disclose, the USPHL's confidential information. As a result, Defendants have further breached the Confidential Information provisions set forth in the Governing Agreements.

174. Having heard rumors that some of the Mountain Conference owners were in discussions amongst themselves and with the NAHL about the potential of moving their teams over to the NAHL, the USPHL, through its counsel, notified Defendants as well as the NAHL by letters dated February 18, 2026, of Defendants' obligations to the USPHL under the Governing Agreements. The USPHL's Commissioner also met with the Conference owners in March in an effort to address any concerns and encourage them to stay.

175. Defendants did not respond and persisted with their violating conduct.

176. The USPHL believes and therefore avers that, unless the relief requested herein is granted by the Court, Defendants will continue this unlawful course of conduct, in direct breach of their contractual and fiduciary obligations to the USPHL. The USPHL therefore seeks injunctive relief to Defendants' aforementioned contractual obligations, and specifically to (1) stop Defendants from unlawfully using and/or disclosing USPHL's confidential and proprietary business information; (2) enjoin Defendants from owning and operating a team in the NAHL, directly or indirectly; (3) enjoin Defendants from facilitating or assisting in any way with Defendants' team playing in the NAHL; and (4) enjoin Defendants from facilitating or assisting in any way with the NAHL's team use of the USPHL organization's home arena.

177. Moreover, the USPHL is still entitled to certain annual and registration fees from Defendants, along with damages, including but not limited to, additional travel expenses, harm to the USPHL's reputation, and failure to pay annual dues and player registration fees based upon the Triggering Events.

178. Defendants' actions are intentional, willful, and malicious.

179. Defendants' actions will cause irreparable harm and injury to the USPHL, including without limitation, the loss of business reputation and goodwill, reduced market share, increased travel and administrative expenses, the disclosure

and misuse of confidential and/or proprietary business information, interference with player and sponsorship recruitment, reduced ticket sales, and the loss of profits.

180. The USPHL believes and therefore avers that unless the relief requested herein is granted by the Court, Defendants will continue this unlawful course of conduct and that this irreparable harm will continue.

COUNT I

BREACH OF CONTRACT The Governing Agreements (against all Defendants)

181. The USPHL incorporates by reference the allegations of the preceding paragraphs as though set forth fully herein.

182. The Governing Agreements are valid, enforceable contracts between Defendants and the USPHL.

183. The USPHL has satisfied all its obligations under the terms and conditions of the Governing Agreements.

184. Defendants have breached the Governing Agreements by, *inter alia*:

(a) appropriating and using the USPHL's confidential and/or proprietary business information for Defendants' personal benefit and the benefit of others;

(b) competing with the USPHL by moving their USPHL teams to the NAHL, having the NAHL teams use the USPHL teams' Home Arenas, and using their USPHL teams' head coaches to coach the NAHL team;

(c) failing to coordinate business decisions with, to act in the best interests of, or to support the USPHL and the other members thereof; and

(d) failing to devote their full time and best efforts to the operation of the USPHL teams.

185. By such actions, among others, Defendants have caused and continue to cause the USPHL irreparable harm for which the USPHL has no adequate remedy at law.

186. Upon information and belief, Defendants will continue such wrongful conduct unless enjoined.

187. There is a substantial likelihood that the USPHL will prevail on the merits of this case.

188. The harm that the USPHL will suffer in the absence of injunctive relief, which cannot be fully remedied by money damages, outweighs any harm to Defendants if an injunction is granted. Indeed, Defendants specifically agreed in the Governing Agreements to an injunction.

189. There will be no harm to the public interest, and in fact the public interest will be served, if the Court grants the USPHL's request for injunctive relief.

190. The USPHL is also entitled to recover what it expected to earn under its agreements with Defendants, including Defendants' annual dues and registration fees. The USPHL also has claims for damages relating to, *inter alia*, increased expenses in the operation of the NCDC Mountain Conference, reputational damage, and all attorneys' fees and costs incurred by virtue of Defendants' breaches of the Governing Agreements. The USPHL estimates these damages to be no less than \$1 million.

191. With respect to attorney's fees, the Governing Agreements specifically recognize the liability of Defendants for the costs and expenses of bringing this action.

192. As a result of these breaches, the USPHL is entitled to injunctive relief and damages in an amount to be proven at trial.

COUNT II

BREACH OF PROMISSORY NOTES (against Greene and Hudson)

193. The USPHL incorporates by reference the allegations of the preceding paragraphs as though set forth fully herein.

194. The Promissory Note between Greene and the USPHL and the Promissory Note between Hudson and the USPHL are valid, binding and enforceable.

195. Pursuant to the Promissory Notes, Greene agreed to guarantee Billings' financial obligations and participation in the 2026-2027 season or pay the USPHL \$75,000, and Hudson agreed to do the same with respect to Idaho.

196. Billings and Idaho have since left the USPHL to play in the NAHL for the 2026-2027 season. As a result, Greene and Hudson are obligated under the terms of the Promissory Notes to pay the USPHL a sum of \$75,000 each.

197. Despite due demand, Greene and Hudson have defaulted on their obligations under the Promissory Notes.

198. As a result, the USPHL has been damaged in the amount of and is owed \$150,000, plus any other amounts under the notes.

WHEREFORE, the USPHL respectfully requests this Court enter an Order:

a. Preliminarily and permanently enjoining Defendants, and any other persons acting in concert with them, from:

(A) directly or indirectly owning, operating, advising, managing, being employed by, or acting in concert with any teams or organizations participating in the NAHL, or any successor thereto and/or participating, directly or indirectly, and in any capacity in the NAHL;

(B) directly or indirectly, engaging or participating in any manner in business in competition with the USPHL;

- (C) using or disclosing any of the USPHL's confidential and/or proprietary business information, or using such information to benefit themselves or any third party;
- b. Awarding the USPHL damages for Defendants' breaches of contract;
- c. Awarding the USPHL its attorneys' fees, costs, and expenses, as well as pre-and post-judgment interest; and
- d. Granting such other and further relief as the Court may deem just, equitable, and proper.

COLE SCHOTZ P.C.

/s/ Andrew L. Cole

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Dated: June 22, 2026