Gluchacki First Bay Stater to Win Milton CAT American-Canadian Tour Event at Seekonk Speedway in 50th Spring Green 125

Milton CAT American-Canadian Tour Victory Lane for the 50th Spring Green 125 at Seekonk Speedway (L-R) Kasey Beattie (3rd), winner Derek Gluchacki and D.J. Shaw (2nd).

Seekonk, MA — At breakneck speed with just two divisions on tap for Wednesday night's showdown at Seekonk Speedway, the Milton CAT American-Canadian Tour thrilled at the Action Track of the East with many of the touring faithful going for their second event in four days at two facilities separated by a seven-hour ride! Through it all, one of the best battles for the lead occurred on the tricky third-mile Bay State oval for all the honors that go with the 50th Spring Green 125.

With time of the essence, one round of heat race qualifying set the field for the second round of the Brookside Equipment Sales Triple Crown on Wednesday evening with Joey Polewarczyk, Brandon Lambert and Derek Gluchacki taking the heat race wins. After driving from dead last to fourth in heat two, D.J. Shaw earned the pole position with a +5 alongside St. Paul, Quebec's Remi Perreault and his +3 to bring the twenty-six car field to green.

Shaw quickly made hay at the front as Perreault followed from behind as Jesse Switser and defending Spring Green champion Kasey Beattie battled side-by-side for third. The first caution flag would wave on lap 30 with Josh Hedges spinning off the nose of Ryan Flood in turn four while the caution again flew on lap 46 as Gabe Brown's day went from bad to worse with a shut-down machine in turns one and two.

All the while, Gluchacki methodically made headway from a seventh-place starting spot to line up alongside Shaw following the scuff-up between Ryan Morgan and Dave Darling in turn two on lap 60. The two fought side-by-side, over and under each other lap after lap until Gluchacki finally persevered to lead lap 109. Shaw fell back, cooling his tires for another run, maybe even waiting for another caution but it never came.

Under the checkered flags, Derek Gluchacki took down his first Milton CAT American-Canadian Tour cornerstone event with the 50th Spring Green and became the first Massachusetts driver to win an ACT event at Seekonk Speedway since the Tour's debut at the Bay State oval back in 1983. D.J. Shaw held on for second with Kasey Beattie just edging out Raphael Lessard for third. Jesse Switser rounded out the top five.

Haunted Hundred winner Erick Sands took sixth, Remi Perreault earned seventh for his career best Milton CAT American-Canadian Tour finish followed by Polewarczyk, Tom Carey III and top Seekonk regular Dave Darling rounding out the top ten.

The Milton CAT American-Canadian Tour returns to racing action in ten days at the newly refurbished Circuit Riverside Speedway in Ste-Croix, Quebec for the Yvon Bedard 149 on Saturday, July 5. The $7,500-to-win, $700-to-start showdown will once again pit New England's best against Quebec's all-star cast on the new pavement of the beloved 5/8-mile oval on the coast of the St. Lawrence River for a can't-miss title fight!

Ontario's Court of Appeal Declares ESA-Only Termination Clauses Alive and Well

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When the Ontario Court of Appeal released Bertsch v. Datastealth Inc., 2025 ONCA 379, employment-law Twitter lit up with a single, incredulous question: Did the Court really just bless an ESA-only clause? It did—and in doing so, it handed employers their clearest roadmap in years for limiting termination packages to the Employment Standards Act's bare minimums.

A meteoric rise—and a four-week fall

The appellant, identified as G.B., joined Toronto-based cybersecurity firm Datastealth Inc. in May 2024 as a vice-president on a $300-thousand salary. Less than nine months later he was let go without cause and given four weeks' pay in lieu of notice— inclusive of the 1 week notice required under section 57 of the ESA for employees with under one year of service. Believing he deserved 12 months' reasonable notice at common law, G.B. sued. His entire case turned on one paragraph in his contract.

The clause under the microscope

The deal Datastealth presented G.B. read in part:

"If your employment is terminated with or without cause, you will be provided with only the minimum payments and entitlements owed under the Ontario Employment Standards Act, 2000… including notice (or termination pay), severance pay (if applicable) and benefit continuation.

…If any of your entitlements under this Agreement are, or could be, less than your minimum entitlements under the ESA, you shall instead receive your minimum entitlements under the ESA."

That final sentence—the so-called failsafe—was Datastealth's insurance policy: if the clause ever drifted below ESA floor, the ESA kicked back in.

Ambiguity argument: the employee's Hail-Mary

G.B. conceded the wording tracked the statute, yet insisted it was ambiguous because a layperson might think the company could fire for mere negligence without pay, contrary to the ESA's stricter "wilful misconduct" standard. If a clause is even potentially ESA-offside, courts usually strike it down; ambiguity is fatal.

The motion judge's first-down ruling

On a Rule 21 motion Datastealth asked the Superior Court to strike the claim outright. Justice Morgan obliged, finding "no reasonable interpretation" that violated the ESA and dismissing the suit without leave to amend. G.B. appealed, arguing the judge set the bar for ambiguity too high.

The Appeal Court's playbook: common-sense, not conjecture

Writing for a unanimous panel, Justice Lauwers sided with the employer on every point:

Reasonable interpretation trumps fanciful fears. The test is how the clause can fairly be read, not how an uninformed reader might misread it.

"With or without cause" does not invite ESA breaches. Read together with the failsafe, the phrase cannot authorize sub-standard notice.

Legalese is allowed when the meaning is clear. Phrases like "termination pay" and "severance pay" come straight from the ESA; using them does not create uncertainty.

Finding no ambiguity, no contracting-out, and no public-policy concern, the Court of Appeal dismissed the case. Game over.

Why Bertsch matters beyond one executive's paycheque

A rare appellate stamp of approval. Since Waksdale (2020), employers have watched a string of lower-court cases gut termination clauses for the slightest drafting slip. Bertsch is the first Ontario Court of Appeal decision in years to uphold an ESA-only provision in its entirety—without blue-pencilling or judicial rescue.

Practical language gets a thumbs-up. The Court accepted a straightforward "minimum-standards-only" clause plus a failsafe, rejecting arguments that more elaborate wording is needed to fence off every hypothetical pitfall.

The "ordinary person" test takes a backseat. Plaintiffs often argue termination clauses must be intelligible to the non-lawyer employee. The Court clarified that contracts are interpreted objectively, not subjectively, and that reasonableness—not perfection—is the yardstick.

Ripple effects across Canada. The decision aligns with British Columbia's Egan v. Harbour Air Seaplanes (2024 BCCA 222), hinting at a cross-provincial shift toward enforcing plainly drafted ESA or CLC clauses.

Playbook for employers: drafting lessons from Bertsch

Do

Don't

Anchor every entitlement to the ESA—reference the Act explicitly and spell out that statutory minimums are the ceiling as well as the floor.

Use blanket language that could be read as limiting benefits or bonuses below statutory thresholds.

Include a failsafe: If any portion of the clause is or could be illegal, ESA minima govern.

Assume a failsafe alone can cure sloppy drafting—courts still scrutinise the entire agreement.

Specify "with or without cause." This signals the clause covers both no-cause and just-cause scenarios while still bowing to ESA limits.

List grounds like "negligence" or "poor performance" that fall short of "wilful misconduct"—that wording invites attack.

Keep it reader-friendly but precise. Clear headings ("Termination Pay") and bullet points help defeat ambiguity claims.

Bury critical language in tiny font or dense paragraphs—courts look at structure as well as words.

What employees—and their counsel—need to watch

Short service, big risk. Senior recruits lured by glossy titles but thin tenure are the most exposed under ESA-only clauses; bargaining for a guaranteed minimum beyond the ESA should be priority one during negotiations.

Failsafe ≠ free pass. If any other clause (bonus plan, stock options, confidentiality) purports to claw back amounts on termination that violate the ESA, the entire contract can still fall.

Fresh consideration matters. Amendments tightening termination rights mid-employment require something of value in return—for example, a promotion or signing bonus—or they may fail for lack of consideration.

Will this change the litigation landscape?

Probably—but not overnight. Plaintiffs' lawyers will still test the limits of every clause, and trial-level judges remain free to distinguish Bertsch on its facts. Yet the ruling offers a powerful precedent: employers who mirror the Datastealth language and respect ESA floors stand a solid chance of early dismissal motions succeeding, sparing six-figure litigation costs.

Final whistle

For years, HR professionals have juggled duelling dicta: draft ESA-only clauses for cost certainty, but fear they'll be struck down in court. Bertsch v. Datastealth finally tilts the field back toward predictability. The Court of Appeal didn't invent a magic incantation—it simply applied first principles of contract interpretation and statutory compliance. The takeaway is refreshingly mundane: write clearly, honour the ESA, add a failsafe, and your clause should stand.

In an era when termination-clause litigation has become a cottage industry, that bit of common-sense guidance is worth far more than the four weeks' pay Datastealth cut to its ex-VP.