

SCHEDULE "A" – COMMON ISSUES

Employment Status

1. Are, or were, the Class Members employees of the Ontario Clubs, the OHL, and/or the CHL pursuant to (a) the *Employment Standards Act, 2000*, and/or (b) at common law?
2. Are, or were, the Class Members who played for the Ontario Clubs located in Ontario in "pensionable employment" of the Ontario Clubs located in Ontario, the OHL, and/or the CHL, pursuant to the *Canada Pension Plan*?
3. Are, or were, the Class Members who played for the Ontario Clubs located in Ontario in "insurable employment" of the Ontario Clubs located in Ontario, the OHL, and/or the CHL, pursuant to the *Employment Insurance Act*?

Common Employer

4. Are the Ontario Clubs, the OHL, and/or the CHL a common employer, either under statute or at common law?

Statutory Requirements

5. Do any or all of the Ontario Clubs, the OHL, and/or the CHL have an obligation to the Class Members under the *Employment Standards Act, 2000* to pay them minimum wage, overtime pay, holiday pay and/or vacation pay?

Breach of Contract

6. Are the minimum wage, overtime pay, holiday pay, and/or vacation pay requirements under the *Employment Standards Act, 2000* express or implied terms of contract between the Class Members and any or all of the Ontario Clubs, the OHL, and/or the CHL?
7. Did any or all of the Ontario Clubs, the OHL, and/or the CHL breach any of the contractual obligations found to exist above?

Negligence

8. Did any or all of the Ontario Clubs, the OHL, and/or the CHL owe a duty of care to the Class Members to:

- a. ensure that Class Members are properly classified as employees;
 - b. advise Class Members of their entitlements under the *Employment Standards Act, 2000*;
 - c. ensure that Class Members' hours of work are monitored and accurately recorded; and
 - d. ensure that Class Members are compensated in accordance with their entitlements under the *Employment Standards Act, 2000*?
9. Did any or all of the Ontario Clubs, the OHL, and/or the CHL breach any of the duties of care found to exist above?

Breach of Duty of Honesty, Good Faith and Fair Dealing

10. Did any or all of the Ontario Clubs, the OHL and/or the CHL owe a duty, in contract or otherwise, to the Class Members, to act in good faith and to deal with them in a manner characterized by candour, reasonableness, honest and/or forthrightness in respect of its obligations to:

- a. ensure that Class Members are properly classified as employees;
 - b. advise Class Members of their entitlements under the *Employment Standards Act, 2000*;
 - c. ensure that Class Members' hours of work are monitored and accurately recorded; and
 - d. ensure that Class Members are compensated in accordance with their entitlements under the *Employment Standards Act, 2000*?
11. Did any or all of the Ontario Clubs, the OHL, and/or the CHL breach their good faith duties in any of the respects found to exist above?

Conspiracy

12. Did any or all of the Ontario Clubs, the OHL, and/or the CHL conspire to violate the *Employment Standards Act, 2000*? If so, when, where, and how?

Waiver of Tort

13. Are any or all of the Ontario Clubs, the OHL, and/or the CHL liable to the Class Members in waiver of tort?

Unjust Enrichment

14. Were any or all of the Ontario Clubs, the OHL, and/or the CHL unjustly enriched by failing to compensate the Class Members with minimum wage, overtime pay, vacation pay, and/or holiday pay owed to them in accordance with the *Employment Standards Act, 2000* and/or failing to make the required employer payroll contributions on behalf of the Class Members?

Damages, Costs and Interest

15. Is this an appropriate case for any or all of the Ontario Clubs, the OHL, and/or the CHL to disgorge profits?

16. Can any or all of the claims be assessed on an aggregate basis?

17. Are any or all of the Ontario Clubs, the OHL, and/or the CHL liable for punitive damages?

18. Should any or all of the Ontario Clubs, the OHL, and/or the CHL pay prejudgment and postjudgment interest, and, if so, at what annual interest rate?

19. Should any or all of the Ontario Clubs, the OHL, and/or the CHL pay the costs of administering and distributing any monetary judgment and/or the costs of determining eligibility and/or the individual issues? If yes, who should pay what costs, why, and in what amount?