

SCHEDULE "A" - COMMON ISSUES

1. Are, or were, the class members employees of the Defendant Clubs, the WHL and/or the CHL pursuant to (a) the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba and/or (b) at common law?
2. Are, or were, the class members who played for the Defendant Clubs in "pensionable employment" of the defendant clubs, the WHL and/or the CHL, pursuant to the Canada Pension Plan?
3. Are, or were, the class members who played for the Defendant Clubs in "insurable employment" of the defendant clubs, the WHL and/or the CHL, pursuant to the Employment Insurance Act?
4. If the answers to common issues #1, #2 & #3 are yes:
 - a. does being in a relationship of "guidance, supervision, development and education" negate the class members' employee status, absent any formal exemption to this effect?
 - b. do the Class Members qualify for an "amateur athlete" status which negates their employee status, absent any formal exemption to this effect?
 - c. do the Class Members qualify for any applicable trainee or intern exemption to employment status?
 - d. does *The Employment Standards Regulations*, R.R.S. c. S-15.1, Reg. 5, s. 3(1) apply retroactively?
 - e. does the *Employment Standards Regulation*, B.C. Reg. 396/95, s. 37.16 apply retroactively?
5. If the answers to common issues #1, #2 & #3 are yes, are the CHL and/or the WHL a common employer with the Defendant Clubs, under statute and/or at common law?
6. Are the minimum wage, overtime pay, holiday pay, and/or vacation pay requirements under the applicable employment standards legislation express or implied terms of the contracts between the class members and any or all of the Defendant Clubs, the WHL and/or the CHL?
7. If the answer to common issue #6 is yes, did any or all of the Defendant Clubs, the WHL, and/or the CHL breach any of the contractual obligations found to exist?
8. Do the Defendant Clubs, the WHL, and/or the CHL owe a duty, in contract or otherwise, to Class Members to act in good faith and to deal with them in a manner characterized by candour, reasonableness, honesty and/or forthrightness in respect to their obligations to:
 - a. ensure that the Class Members are properly classified as employees;

- b. advise Class Members of their entitlements under the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba;
 - c. ensure that Class Members' hours of work are monitored and accurately recorded; and/or
 - d. ensure that Class Members are compensated in accordance with their entitlements under the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba?
9. If the answer to common issue #8 is yes, did any or all of the Defendant Clubs, the WHL and/or the CHL breach their good faith duties with respect to any of the factors listed above?
10. Do any or all of the Defendant Clubs, the WHL and/or the CHL have an obligation to the class members under the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba to pay them minimum wage, overtime pay, holiday pay and/or vacation pay?
11. If the answer to common issue #10 is yes, did any or all of the Defendant Clubs, the WHL and/or the CHL breach the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba by failing to pay the class members minimum wage, overtime pay, holiday pay and/or vacation pay?
12. Did any or all of the Defendant Clubs, the WHL and/or the CHL conspire to violate the applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba? If so when, where, and how?
13. Were any or all of the Defendant Clubs, the WHL 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 applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba and/or failing to make the required Employer Payroll Contributions on behalf of the Class Members?
14. Are any or all of the Defendant Clubs, the WHL and/or the CHL liable to the class members in waiver of tort?
15. Did any or all of the Defendant Clubs, the WHL 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 applicable employment standards legislation of British Columbia, Alberta, Saskatchewan, and Manitoba;
 - c. ensure that Class Members' hours of work are monitored and accurately recorded; and/or

- d. ensure that Class Members are compensated in accordance with their entitlements under their applicable employment standards legislation?
16. If the answer to any part of common issue #15 is yes, did any or all of the Defendant Clubs, the WHL and/or the CHL breach any of the duties of care found to exist above?
 17. Is this an appropriate case for any or all of the Defendant Clubs, the WHL and/or the CHL to disgorge profits?
 18. Can any or all of the claims be assessed on an aggregate basis?
 19. Are any or all of the Defendant Clubs, the WHL and/or the CHL liable for punitive damages?
 20. Should the Defendant Clubs, the WHL and/or the CHL pay pre-judgment and post-judgment interest, and at what annual interest rate?
 21. Should the Defendant Clubs, the WHL 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?
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