

Amended Schedule "A"

Common Issues

Defined terms in this Schedule have the same meaning given to them in the Consolidated and Amended Notice of Civil Claim filed by James Weldon on July 13, 2012.

The Plaintiffs propose the following common issues:

1. Accrual Date of the Cause of Action

- (a) Did the right to bring this action commence January 1, 1993, on the date of each Class Member's retirement, or some other date?

2. Postponement of the Limitation Period

- (a) To what extent, if at all, do the Plaintiffs' claims giving rise to common issues as set out below fall under section 6(3) of the *Limitation Act*, RSBC 1996, c. 266, such that the limitation period applicable to the claims is subject to postponement pursuant to section 6(4) of the Act?

~~**3. Breach of the Duty of Good Faith**~~

- ~~(a) Did Teck breach its duty of good faith owed to the Class Members in the manner that it structured and implemented the DC Plan as alleged?~~

4. Breach of Fiduciary Duties and Statutory Duties

- (a) Did Teck administer the pension fund as a trust for the Class Members?
- (b) Was Teck acting in its capacity as administrator in preparing and providing the Information Material to Class Members?
- (c) If Teck was acting in its capacity as administrator in preparing and providing the Information Material to the Class Members:
- (i) Did Teck owe the Class Members a fiduciary duty to act honestly, in good faith, and in their best interests?
- (ii) Did Teck owe the Class Members a fiduciary duty to avoid any conflicts of interest?
- (iii) Did Teck owe the Class Members a duty to exercise the care, diligence, and skill that a person of ordinary prudence would exercise when dealing with the property of another person?

- (d) If Teck owed the Class Members a fiduciary duty to act honestly, in good faith, and in the best interests of the members and former members of BRIP, did Teck breach that duty as alleged?
- (e) If Teck owed the Class Members a fiduciary duty to avoid any conflicts of interest, did Teck breach that duty as alleged?
- (f) If Teck owed the Class Members a duty to exercise the care, diligence, and skill that a person of ordinary prudence would exercise when dealing with the property of another person, did Teck breach that duty as alleged?
- (g) Was Towers an agent of Teck, retained to perform some of Teck's duties, as alleged, or advise Teck on how to perform its duties, as administrator of both the BRIP and the DC Plan, as alleged?
- (h) If Towers was an agent of Teck, was Towers subject to the same fiduciary and statutory duties that apply to Teck?
- (i) If Towers was subject to the same fiduciary and statutory duties that apply to Teck, did Towers breach those duties, as alleged?

5. ~~Deceit and Negligent Misrepresentation~~

- (a) Was Towers in a special relationship with the Class Members such that Teck and Towers should reasonably have foreseen that the Class Members would rely on information and advice provided by Towers when making their Election to the DC Plan?
- (b) Did Towers owe the Class Members a duty of care in connection with the provision of the Information Material?
- (c) Was the Information Material untrue, incomplete, inaccurate or misleading, as alleged?
- (d) Did Teck know that the Information Material was untrue, incomplete, inaccurate or misleading, as alleged, or was it reckless?
- (e) Did Towers participate, as alleged, in publishing the Information Material to the Class Members?
- (f) Did Towers know that the Information Material was untrue, incomplete, inaccurate or misleading as alleged, or was it reckless?
- ~~(g) Did Teck fail, as alleged, to exercise reasonable care in the preparation of the Information Material?~~

- (h) Did Towers fail, as alleged, to exercise reasonable care in the preparation of the Information Material?
- (i) Is Teck vicariously liable and responsible at law for the acts or omissions of Towers?

6. Damages

- (a) Is there a formula or model that can be used to determine the difference between the value of each Class Member's pension benefits under the DC Plan and the value of the pension benefits that would have accrued to him or her had her or she remained in the BRIP, and, if so, what is it?

7. Injunctive Relief

- (a) Are the Class Members entitled to an injunction requiring Teck to reinstate them as members of BRIP with all of the rights and benefits that they would have had if they had not transferred to the DC Plan?