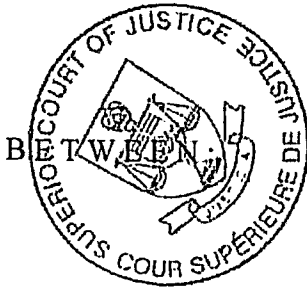


CU-20-00637595-
Court File No.: 0000
CP



**ONTARIO
SUPERIOR COURT OF JUSTICE**

JUAN JOSE LIRA CERVANTES

Plaintiff

- and -

PIZZA NOVA TAKE OUT LTD., PIZZA NOVA RESTAURANTS LTD., 9003088 CANADA CORP. o/a PIZZA NOVA, 8538352 CANADA INC. o/a PIZZA NOVA, 6092438 CANADA INC. o/a PIZZA NOVA, 1445851 ONTARIO INC. o/a PIZZA NOVA, 1057488 ONTARIO INC. o/a PIZZA NOVA #4, 10644625 CANADA INC. o/a PIZZA NOVA, 2388290 ONTARIO INC. o/a PIZZA NOVA STORE #68, 2522583 ONTARIO LIMITED o/a PIZZA NOVA, APTER ENTERPRISES INC. o/a PIZZA NOVA STORE #96, 2043020 ONTARIO INC. o/a PIZZA NOVA STORE #96, 2337175 ONTARIO INC. o/a PIZZA NOVA STORE #64, 1572653 ONTARIO LTD. o/a PIZZA NOVA, MICUL INVESTMENTS INC. o/a PIZZA NOVA, 2140382 ONTARIO INC. o/a PIZZA NOVA, A BIG MOBILE SIGN COMPANY INC. o/a PIZZA NOVA, 1520211 ONTARIO LTD. o/a PIZZA NOVA, 2077871 ONTARIO LTD. o/a PIZZA NOVA, 1247161 ONTARIO LIMITED o/a PIZZA NOVA #9, N & N PIZZA SALES INC. o/a PIZZA NOVA, 2484930 ONTARIO INC. o/a PIZZA NOVA #54, 2691666 ONTARIO INC. o/a PIZZA NOVA, 2226444 ONTARIO Inc. o/a PIZZA NOVA STORE #20, 904778 ONTARIO LIMITED o/a PIZZA NOVA STORE #16, 2350611 ONTARIO LIMITED o/a PIZZA NOVA STORE #16, 2671105 ONTARIO INC. o/a PIZZA NOVA, 2469743 ONTARIO INC. o/a PIZZA NOVA STORE #40, 2599546 ONTARIO LTD. o/a PIZZA NOVA, 1933072 ONTARIO LTD. o/a PIZZA NOVA, 2658856 ONTARIO INC. o/a PIZZA NOVA, 1350670 ONTARIO LIMITED o/a PIZZA NOVA STORE #73, 2653581 ONTARIO INC. o/a PIZZA NOVA, 1998107 ONTARIO INC. o/a PIZZA NOVA, 2615838 ONTARIO LIMITED o/a PIZZA NOVA, 2486802 ONTARIO LIMITED o/a PIZZA NOVA, 1379170 ONTARIO LIMITED o/a PIZZA NOVA, 1165248 ONTARIO LIMITED o/a PIZZA NOVA, 2320334 ONTARIO INC. o/a PIZZA NOVA, 2623848 ONTARIO INC. o/a PIZZA NOVA, 1982292 ONTARIO INC. o/a PIZZA NOVA, 2353598 ONTARIO INC. o/a PIZZA NOVA, 2591746 ONTARIO INC. o/a PIZZA NOVA STORE #58, 1741340 ONTARIO LTD. o/a PIZZA NOVA STORE #58, 2573440 ONTARIO INC. o/a PIZZA NOVA STORE #83, 2026399 ONTARIO INC. o/a PIZZA NOVA STORE #83, 1719061 ONTARIO INC. o/a PIZZA NOVA, 904778 ONTARIO LIMITED o/a PIZZA NOVA #61, 1475038 ONTARIO LTD. o/a PIZZA NOVA, 2168747 ONTARIO INC. o/a PIZZA NOVA, 1891469 ONTARIO INC. o/a PIZZA NOVA, 1734543 ONTARIO INC. o/a PIZZA NOVA #99, 2358870 ONTARIO INC. o/a PIZZA NOVA, 1858313 ONTARIO INC. o/a PIZZA NOVA #34, 2316956 ONTARIO INC. o/a PIZZA NOVA STORE #92, 2260955 ONTARIO LTD. o/a PIZZA NOVA, 867400 ONTARIO INC. o/a PIZZA NOVA, 1548891 ONTARIO LIMITED o/a PIZZA NOVA, 2475951 ONTARIO LIMITED o/a PIZZA NOVA, 1808955 ONTARIO

INC. o/a PIZZA NOVA STORE #17, 2213883 ONTARIO INC. o/a PIZZA NOVA STORE #71, 2154369 ONTARIO INC. o/a PIZZA NOVA, 2156665 ONTARIO INC. o/a PIZZA NOVA, 1495165 ONTARIO LIMITED o/a PIZZA NOVA STORE #81, 2522142 ONTARIO INC. o/a PIZZA NOVA STORE #27, 1519903 ONTARIO INC. o/a PIZZA NOVA, 2109793 ONTARIO INC. o/a PIZZA NOVA STORE #2, 1536803 ONTARIO INC. o/a PIZZA NOVA STORE #7, 918144 ONTARIO LIMITED o/a PIZZA NOVA, 1744313 ONTARIO INC. o/a PIZZA NOVA STORE #57, DANGO LTD. o/a PIZZA NOVA STORE #508, 2339115 ONTARIO LTD. o/a PIZZA NOVA, 1419981 ONTARIO LIMITED o/a PIZZA NOVA, 2129873 ONTARIO INC. o/a PIZZA NOVA STORE #93, MORGAN TELECOMMUNICATIONS INC. o/a PIZZA NOVA, 2476243 ONTARIO INC. o/a PIZZA NOVA, 5012571 ONTARIO INC. o/a PIZZA NOVA STORE #106, 2175165 ONTARIO INC. o/a PIZZA NOVA, 2051247 ONTARIO INC. o/a PIZZA NOVA, 2293391 ONTARIO LTD. o/a PIZZA NOVA, 2459372 ONTARIO INC. o/a PIZZA NOVA, 1899974 ONTARIO INC. o/a PIZZA NOVA #340, 1480354 ONTARIO LIMITED o/a PIZZA NOVA, 1713364 ONTARIO LIMITED o/a PIZZA NOVA, 1994810 ONTARIO INC. o/a PIZZA NOVA, MAHA LAXMI INC. o/a PIZZA NOVA, 2578858 AASHVI INC. o/a PIZZA NOVA 2424783 ONTARIO INC. o/a PIZZA NOVA, 2362296 ONTARIO INC. o/a PIZZA NOVA, 2057307 ONTARIO INC. o/a PIZZA NOVA, 1025410 ONTARIO LIMITED o/a PIZZA NOVA, 2246291 ONTARIO LTD. o/a PIZZA NOVA, 1364909 ONTARIO LTD., o/a PIZZA NOVA, 2584158 ONTARIO INC. o/a PIZZA NOVA #389, 2705034 ONTARIO INC. o/a PIZZA NOVA AFGHAN, 2455927 ONTARIO INC., o/a PIZZA NOVA #82, 1309474 ONTARIO LIMITED o/a PIZZA NOVA, JOHN DOE CORP. O/A PIZZA NOVA 20 Harwood Avenue, Ajax, JOHN DOE CORP. O/A PIZZA NOVA 1 Rossland Road West, Ajax, JOHN DOE CORP. O/A PIZZA NOVA, 14845 Yonge Street, Aurora, JOHN DOE CORP. O/A PIZZA NOVA 129 Pedersen Drive, Aurora, JOHN DOE CORP. O/A PIZZA NOVA 285 Dunlop Street West, Barrie, JOHN DOE CORP. O/A PIZZA NOVA 94 College Street West, Belleville, JOHN DOE CORP. O/A PIZZA NOVA 256 Queen Street South, Bolton, JOHN DOE CORP. O/A PIZZA NOVA 2377 Hwy #2, Bowmanville, JOHN DOE CORP. O/A PIZZA NOVA 478 Holland Street West (Hwy #88), Bradford, JOHN DOE CORP. O/A PIZZA NOVA 400 Steeles Avenue East, Brampton, JOHN DOE CORP. O/A PIZZA NOVA 14 Lisa Street, Brampton, JOHN DOE CORP. O/A PIZZA NOVA 10045 Hurontario St., Brampton JOHN DOE CORP. O/A PIZZA NOVA 3975 Cottrelle Blvd., Brampton, JOHN DOE CORP. O/A PIZZA NOVA 2260 Bovaird Drive East, Brampton, JOHN DOE CORP. O/A PIZZA NOVA 10 Earlsbridge Blvd., Brampton, JOHN DOE CORP. O/A PIZZA NOVA 5969 Baldwin Street, South, Brooklin, JOHN DOE CORP. O/A PIZZA NOVA 728 Burloak Drive, Burlington, JOHN DOE CORP. O/A PIZZA NOVA 593 Brant Street, Burlington, JOHN DOE CORP. O/A PIZZA NOVA 1450 Headon Road, Burlington, JOHN DOE CORP. O/A PIZZA NOVA 3120 Rutherford Road, Concord, JOHN DOE CORP. O/A PIZZA NOVA 369 Mountainview Road South, Georgetown, JOHN DOE CORP. O/A PIZZA NOVA 5 Clair Road West, Guelph, JOHN DOE CORP. O/A PIZZA NOVA 1016 King Street West, Hamilton, JOHN DOE CORP. O/A PIZZA NOVA 1405 Upper James St., Unit A3, Hamilton, JOHN DOE CORP. O/A PIZZA NOVA 99A Main Street East, Huntsville, JOHN DOE CORP. O/A PIZZA NOVA 1484 Innisfil Beach Road, Unit D, Innisfil, JOHN DOE CORP. O/A PIZZA NOVA 1700 King Road, King City, JOHN DOE CORP. O/A PIZZA NOVA 24 Kent Street West, Lindsay, JOHN DOE CORP. O/A PIZZA NOVA 1194 Highbury Avenue North, Unit 2, London, JOHN DOE CORP. O/A PIZZA NOVA 850 Wellington Road, London, JOHN DOE CORP. O/A PIZZA NOVA

3417 Derry Road East, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 2535 Major Mackenzie Drive West, Maple, JOHN DOE CORP. O/A PIZZA NOVA 70 Copper Creek Drive, Markham, JOHN DOE CORP. O/A PIZZA NOVA 6050 Highway #7, Markham, JOHN DOE CORP. O/A PIZZA NOVA 10 Bur Oak Avenue, Unit 4, Markham, JOHN DOE CORP. O/A PIZZA NOVA 9830 Markham Road, Unit R-5, Markham, JOHN DOE CORP. O/A PIZZA NOVA 815 King Street, Midland, JOHN DOE CORP. O/A PIZZA NOVA 890 Main Street East, Milton, JOHN DOE CORP. O/A PIZZA NOVA 3100 Dixie Road, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 660 Eglinton Avenue West, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 4099 Erin Mills Parkway, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 7235 Bellshire Gate, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 6040 Glen Erin Drive, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 6970 Lisgar Drive, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 1744 Lakeshore Road West, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 1211 Hurontario Street, Unit 104A, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 2400 Dundas Street West, Unit 4, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 425 Burnhamthorpe Road West, Mississauga, JOHN DOE CORP. O/A PIZZA NOVA 18025 Yonge Street, Newmarket, JOHN DOE CORP. O/A PIZZA NOVA 2501 Third Line, Oakville, JOHN DOE CORP. O/A PIZZA NOVA 1133 Monastery Drive, JOHN DOE CORP. O/A PIZZA NOVA 620 Ford Drive, Oakville, JOHN DOE CORP. O/A PIZZA NOVA 293 Coldwater Road West, Orillia, JOHN DOE CORP. O/A PIZZA NOVA 1288 Ritson Road North, Oshawa, JOHN DOE CORP. O/A PIZZA NOVA 175 Main Street, Penetanguishene, JOHN DOE CORP. O/A PIZZA NOVA 908 Lansdowne Street West, Peterborough, JOHN DOE CORP. O/A PIZZA NOVA 1360 Kingston Road, Pickering, JOHN DOE CORP. O/A PIZZA NOVA 300 Kingston Road, Pickering, JOHN DOE CORP. O/A PIZZA NOVA 18 Leventdale Road, Richmond Hill, JOHN DOE CORP. O/A PIZZA NOVA 12260 Yonge Street, Richmond Hill, JOHN DOE CORP. O/A PIZZA NOVA 9275 Bayview Avenue, Unit 2, Richmond Hill, JOHN DOE CORP. O/A PIZZA NOVA 5892 Main Street, Stouffville, JOHN DOE CORP. O/A PIZZA NOVA 9200 Bathurst Street, Thornhill, JOHN DOE CORP. O/A PIZZA NOVA 8 Green Lane, Thornhill, JOHN DOE CORP. O/A PIZZA NOVA 193 Harbord Street, Toronto, JOHN DOE CORP. O/A PIZZA NOVA 526 Church Street, Toronto, JOHN DOE CORP. O/A PIZZA NOVA 1054 Centre Street West, Vaughan, JOHN DOE CORP. O/A PIZZA NOVA 207 Dundas Street West, Whitby, JOHN DOE CORP. O/A PIZZA NOVA 3975 Garden Street, Whitby, JOHN DOE CORP. O/A PIZZA NOVA 1400 Ottawa Street South, Kitchener, JOHN DOE CORP. O/A PIZZA NOVA 9750 Weston Road, Unit 14, Woodbridge, JOHN DOE CORP. O/A PIZZA NOVA 3063 Muskoka Road, 169, Bala, JOHN DOE CORP. O/A PIZZA NOVA Rogers Centre, 1 Blue Jays Way, Toronto

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDING ACT*, 1992

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

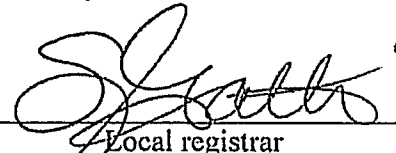
IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date:

March 6, 2020

Issued by


Local registrar

Address of court office ~~393 University Avenue,~~
~~10th Floor~~
~~Toronto, ON, M5G 1E6~~

TO: PIZZA NOVA TAKE OUT LTD.
2247 Midland Avenue
Toronto, Ontario M1P 4R1

AND TO: PIZZA NOVA RESTAURANTS LIMITED
2247 Midland Avenue
Toronto, Ontario M1P 4R1

AND TO: FRANCHISEES (See Schedule "A")

SUPERIOR COURT
OF JUSTICE
330 UNIVERSITY AVE.
8TH FLOOR
TORONTO, ONTARIO
M5G 1R7

COUR SUPÉRIEURE
DE JUSTICE
330, AVE. UNIVERSITY
8E ÉTAGE
TORONTO, ONTARIO
M5G 1R7

CLAIM

1. The Plaintiff, Juan Jose Lira Cervantes (the “Plaintiff”), claims:
 - (a) An Order certifying this proceeding as a class proceeding and appointing the Plaintiff as representative plaintiff for the Class (as described below);
 - (b) \$150 million in general damages for the Class, or such other sum as this Honourable Court deems just;
 - (c) A Declaration that the Class Members are, or were, employees of the Defendants listed at Schedule “A” (collectively referred to as the “Defendant Franchisees”);
 - (d) A Declaration that there exists a contract of employment between each Class Member and their respective Defendant Franchisee;
 - (e) A Declaration that the Defendants, Pizza Nova Take Out Ltd. and Pizza Nova Restaurants Limited (the “Defendant Franchisor”), are a common, joint or single employer with each and every of the Defendant Franchisees for the purposes of the *Employment Standards Act, 2000* (the “ESA”) and/or at common law, and therefore the Defendant Franchisor is jointly and severally liable for all damages with each of the Defendant Franchisees;
 - (f) A Declaration that it is an implied or express term of all contracts of employment between the Class Members and the Defendant Franchisees that the Class Members are or were to be paid minimum wage as stipulated by the *ESA* (“Minimum Wage”), overtime pay for hours worked in excess of 44 hours per

week (the “Overtime Threshold”) at a rate of 1.5 times their regular wage rate (“Overtime Pay”), vacation pay at a rate of 4 or 6 percent of wages, depending on their length of service, in accordance with the *ESA* (“Vacation Pay”), and public holiday pay and premium pay in accordance with the *ESA* (the “Public Holiday and Premium Pay”), and that the Defendant Franchisees were to make *Canada Pension Plan* (“*CPP*”) and *Employment Insurance Act* (“*EI*”) contributions and pay *Workplace Safety and Insurance Act* (“*WSIA*”) premiums (“*WSIB* premiums”) as required by law;

- (g) A Declaration that it is an implied or express term of all contracts of employment between the Class Members and the Defendant Franchisees that the Class Members are or were entitled to reimbursement from the Defendant Franchisees for all expenses required by the Defendant Franchisees to be incurred by the Class Members during the course of their work for the Defendant Franchisees, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay;
- (h) A Declaration that the terms and conditions of the Class Members’ contracts of employment which contravene the prohibition on contracting out of employment standards set out at section 5(1) of the *ESA* are void and unenforceable;

- (i) A Declaration that the Defendants conspired together and with each other to violate the *ESA*, *WSIA*, *CPP*, and *EI* and to misclassify the Class Members and to compel the Class Members to enter into standard form delivery driver contracts knowing that the standard form delivery driver contracts constituted an unlawful agreement in violation of the *ESA*, *WSIA*, *CPP* and *EI* and therefore the Defendants are jointly and severally liable for all damages;
- (j) A Declaration that the Class Members may elect to recover damages jointly and severally from all Defendants based on the cause of action or remedy of waiver of tort;
- (k) A Declaration that the Defendants breached the Class Members' contracts of employment and the duty of good faith owed to the Class Members by:
 - (i) failing to ensure that Class Members were properly classified as employees;
 - (ii) failing to advise Class Members of their entitlement to compensation at or above the Minimum Wage;
 - (iii) failing to compensate Class Members at a rate equal to or above the Minimum Wage;
 - (iv) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;

- (v) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
- (vi) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- (vii) failing to advise the Class Members of their entitlement to overtime pay in accordance with the *ESA*;
- (viii) failing to advise Class Members of their entitlement to Vacation Pay;
- (ix) failing to compensate Class Members for Vacation Pay;
- (x) failing to advise Class Members of their entitlement to Public Holiday and Premium Pay;
- (xi) failing to compensate Class Members for Public Holiday and Premium Pay;
- (xii) failing to advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such

expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and

(xiii) failing to reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

- (l) An interim, interlocutory and final Order that the provisions of the applicable employment standards legislation, as applicable, are express or implied terms of the contracts of employment of the Class Members (as described below);
- (m) An interim, interlocutory and final Order for specific performance directing that the Defendants comply with the contracts of employment with the Class Members, in particular, to:
 - (i) ensure that the Class Members are properly classified as employees;
 - (ii) ensure that the Class Members' hours of work are monitored and accurately recorded;

- (iii) advise the Class Members of their entitlement to Minimum Wage, overtime pay for hours worked in excess of the Overtime Threshold, Vacation Pay and Public Holiday and Premium Pay;
- (iv) ensure that the Class Members are appropriately compensated for all hours worked at a rate equal to or above Minimum Wage, Overtime Pay for hours worked in excess of the Overtime Threshold, Vacation Pay and Public Holiday and Premium Pay;
- (v) advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and
- (vi) reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

- (n) A Declaration that the Defendants were unjustly enriched, to the deprivation of the Class Members, in that they received the value of the hours worked by the Class Members without providing the appropriate compensation and without making *CPP* or *EI* contributions or paying WSIB premiums, with no lawful basis, and an order requiring the Defendant to disgorge to the Class all amounts withheld by them in respect of such unpaid or under-paid compensation, contributions and premiums;
- (o) A Declaration that the Defendants were negligent in the performance of their contracts of employment with the Class Members by, among other things:
 - (i) failing to ensure that Class Members were properly classified as employees;
 - (ii) failing to advise Class Members of their entitlement to compensation at or above the Minimum Wage;
 - (iii) failing to compensate Class Members at a rate equal to or above the Minimum Wage;
 - (iv) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;
 - (v) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours

worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;

- (vi) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- (vii) failing to advise the Class Members of their entitlement to overtime pay for hours worked in excess of the Overtime Threshold;
- (viii) failing to advise Class Members of their entitlement to Vacation Pay;
- (ix) failing to compensate Class Members for Vacation Pay;
- (x) failing to advise Class Members of their entitlement to Public Holiday and Premium Pay; and
- (xi) failing to compensate Class Members for Public Holiday and Premium Pay;
- (xii) retaining for itself the benefit of amounts due to the Class Members in respect of such unpaid compensation and *EI* and *CPP* contributions and WSIB premiums;
- (xiii) failing to advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such

expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and

(xiv) failing to reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

(p) An Order pursuant to s. 23 of the *Class Proceedings Act, 1992*, admitting into evidence statistical information, including statistical information concerning or relating to hours of work performed by members of the Class, and an Order directing the Defendant to preserve and disclose to the Plaintiff all records, in any form, relating to hours worked by members of the Class;

(q) An Order, pursuant to s. 24 of the *Class Proceedings Act, 1992*, directing an aggregate assessment of damages;

(r) An Order directing the Defendants to preserve and disclose to the Plaintiff all records (in any form) relating to the hours of work, including hours of work both below and in excess of the Overtime Threshold, performed by the Class Members;

- (s) Pre-judgment and post-judgement interest pursuant to the *Courts of Justice Act*;
- (t) Punitive, aggravated and exemplary damages in the amount of \$5 million, or such other amount as this Honourable Court deems just;
- (u) Costs of this action on a substantial indemnity basis, together with applicable HST, or other applicable taxes, thereon;
- (v) The costs of administering the plan of distribution of the recovery in this action in the sum of \$1 million or such other sum as this Honourable Court deems appropriate; and
- (w) Such further and other relief as this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff resides in the City of Mississauga. He was employed as a delivery driver at four separate Pizza Nova locations during the class period. Most recently, the Plaintiff was employed at two Pizza Nova locations at 755 Dundas Street West, Mississauga and 1744 Lakeshore Road West, Mississauga owned by the same Franchisee, 1309474 Ontario Ltd., from June 7, 2018 until April 4, 2019.
3. The Defendant Franchisor is the franchisor in a family-owned-and-operated pizza business with over 140 store locations across the Province of Ontario.
4. The Defendant Franchisees are the franchisees who together with the Defendant Franchisor operate the over 140 Pizza Nova store locations across the Province of Ontario.

5. The Defendant Franchisor is a common, joint or single employer with each and every Defendant Franchisee within the meaning of section 4 of the *ESA* and/or at common law which operates a pizza restaurant chain in the Province of Ontario and employs the Class Members.

THE CLASS

6. The Plaintiff brings this action pursuant to the *Class Proceedings Act, 1992* on his own behalf and on behalf of the following class of persons:

All persons who worked as delivery drivers for the Defendants in the Province of Ontario from January 1, 2012 to the date of certification.

THE DEFENDANTS' OPERATIONS AND BUSINESS STRUCTURE

7. Founded in 1963, Pizza Nova is a Toronto-based, family-owned-and-operated pizza business with over 140 locations across the Province of Ontario. Pizza Nova has not expanded outside of the Province of Ontario because of the Defendant Franchisor's desire to remain closely involved in its in-store operations.
8. Pizza Nova locations offer delivery, pickup, online ordering and some sit-down service. However, a strong majority of 65% of the Defendants' business is pizza delivery service.
9. Pizza Nova customers place orders in-person, online, or over the telephone. Telephone orders are handled by employees of the Defendant Franchisor at its centralized call centre operated by the Defendant Franchisor. Online orders are handled through the

Defendant Franchisor's centralized website-based or app-based ordering systems and allocated by the Defendant Franchisor to the Defendant Franchisees.

10. The Defendants employ full-time staff in their store locations and at the call centre.
11. In addition to delivery drivers, the Defendants employ counter staff, pizza makers and kitchen staff in their store locations and customer service agents in their call centre.
12. All in-store and call centre staff, save and except for delivery drivers, are classified by the Defendants as employees.
13. Delivery drivers are a key component of the Defendants' front-line staff, and are the face of the Pizza Nova brand to the Defendants' delivery customers. They are responsible for providing the Defendants' product to its customers, and processing the customers' payments for the Defendants.

THE PLAINTIFF'S EMPLOYMENT WITH THE DEFENDANTS

14. The Plaintiff was employed as a delivery driver at four separate Pizza Nova locations during the class period:
 - (a) The Plaintiff worked as a delivery driver at the Pizza Nova location 193 Harbord Street, Toronto for a period spanning from prior to the commencement of the class period until around December 2013. The Plaintiff left his employment with this Franchisee because he moved to Mississauga in the Fall of 2013 and he wanted to work closer to home.

- (b) The Plaintiff worked as a delivery driver at the Pizza Nova location at 4099 Erin Mills Parkway, Mississauga for a couple months during the Winter of 2014. The Plaintiff left his employment with this Franchisee when he was able to obtain full-time work as a delivery driver for a Domino's Pizza franchise.
 - (c) Most recently, the Plaintiff worked as a delivery driver at the Pizza Nova locations at 1744 Lakeshore Road West, Mississauga (the "Lakeshore Road West location") and 755 Dundas Street West, (the "Dundas Street West location") Mississauga owned by the same Franchisee, 1309474 Ontario Ltd. The Plaintiff started working at the Lakeshore Road West location on June 7, 2018 and remained there until sometime around a month later, when he transferred to the Dundas Street West location and worked there until April 4, 2019. On that day, the owner of 1390474 Ontario Ltd., Aref Eidian ("Eidian"), came into the Dundas Street West location and anxiously began to demand that all staff clean the store, presumably in anticipation of an inspection by the Defendant Franchisor. Eidian directed the Plaintiff to clean the store's bathroom. The Plaintiff refused to perform this work because he did not believe it was within his job description, and was immediately terminated for refusing to follow Eidian's direction to clean the store's bathroom.
15. The Plaintiff was misclassified as an independent contractor during his time working as a delivery driver at each of these four Pizza Nova locations. The Plaintiff was paid between \$6.00 and \$9.00 per hour, and was permitted to keep whatever tips he received. The Plaintiff was not compensated with Vacation Pay, Overtime Pay, Public Holiday and Premium Pay, nor were WSIB premiums remitted or EI or CPP contributions made

or deducted from the Plaintiff's pay. The Plaintiff was required by the respective Franchisees at these four locations to incur and to pay his own expenses resulting from his work for the respective Franchisees these four locations, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, and was not reimbursed by any of the respective Franchisees at these four locations any of these expenses.

16. The Plaintiff was required to provide his shift availability to respective Franchisees at these four respective locations and was required to be available to work for the respective Franchisees at these four respective locations during those hours.
17. The Plaintiff followed a weekly work scheduled prepared by the respective Franchisees at these four locations and was required to work exclusively for the respective Franchisees at these four respective locations during these hours.
18. When the Plaintiff was at work, he wore the Pizza Nova branded t-shirt, jacket and hat/toque provided to him by the respective Franchisees at these four respective locations. The Plaintiff used a merchant terminal provided to him by the respective Franchisees at these four respective locations to process customer payments.
19. The Plaintiff and the other delivery drivers he worked alongside were assigned orders on the Defendants' standard computer system on a "first in/first out" basis. The Plaintiff had no control of which orders he took, or when.
20. When the Plaintiff was not delivering orders, he spent his working time performing in-store duties as required by the respective Franchisees at these four respective locations.

21. All aspects of the job duties and responsibilities and working conditions of the Plaintiff were substantially the same at all four of the Pizza Nova locations at which he worked during the class period.

THE DEFENDANTS' DELIVERY DRIVER POSITION

22. Delivery drivers are integral to the Defendants' operations, which could not function without their services. Delivery orders represent 65% of the Defendants' sales and are crucial to their business.
23. Given the integral role in the Defendants' operations played by delivery drivers and the services they perform, the Defendants have developed highly standardized processes regarding the hiring, training, and job duties and responsibilities of delivery drivers, and effectively control the Class Members' duties and responsibilities.
24. The job duties and responsibilities and terms and conditions of employment of delivery drivers are standardized across the Defendants' operations.
25. The Defendants operate a centralized job application system on the Defendant Franchisor's website. The Defendants, through the Defendant Franchisor, accept postings for all in-store positions on this website, including delivery drivers.
26. Successful applicants for delivery driver positions are employed pursuant to a standard delivery driver contract which governs the terms and conditions of the Class Members' employment. The standard form delivery driver contract was drafted by the Defendant Franchisor, which requires it to be used by the Defendant Franchisees.

27. Deliveries are assigned to the Class Members by the Defendant Franchisor. The Class Members have no control over which deliveries they perform, or when. The standard form delivery driver contract stipulates that “Deliveries will be allocated to Contract Driver on a “first in/first out” basis.”
28. Pizza Nova delivery drivers follow work schedules established by the Defendant Franchisees in accordance with minimum staffing requirements established by the Defendant Franchisor. Delivery drivers are required to provide their scheduling availability to their store location, and must commit to availability to work for the Defendants during those hours. Delivery drivers cannot work for other companies during those hours or at the same time as they work for the Defendants. The standard form delivery driver contract stipulates that “The Contract Driver must be available for deliveries throughout the hours that he/she agreed to work.”
29. The Defendants prohibit the Class Members from entering the kitchen or public seating areas of the store location, but retain the discretion to require them to do so. The standard form delivery driver contract stipulates that “The Contract Driver shall not enter the kitchen or public seating areas of the location, unless requested to do so by the owner/manager.”
30. The Defendants have standard policies and procedures which apply to delivery drivers. For instance, the Defendant Franchisor prepared and requires the Defendant Franchisees to display a poster in the delivery drivers’ work area in all store locations which governs how delivery drivers are to interact with the Defendants’ customers and with call centre staff.

31. The Defendants provide standard employment training prepared by the Defendant Franchisor, including training under the *Accessibility for Ontarians with Disabilities Act*, for all of its in-store employees, including delivery drivers.
32. Delivery drivers' duties and responsibilities set out in their contract of employment include, but are not limited to:
 - (a) Accepting and performing assigned deliveries on a "first in/first out" basis;
 - (b) Remaining available for deliveries throughout the hours the delivery driver agreed to work; and
 - (c) Refraining from entering the kitchen or public seating areas of the location, unless requested to do so by the store owner/manager.
33. Additional duties and responsibilities applicable to delivery drivers are set out in the Defendants' standard guidelines and policies prepared by the Defendant Franchisor.
34. Delivery drivers are provided with and are required to wear/use standardized Pizza Nova branded uniforms and tools, including t-shirts, jackets, hats/toques and heated pizza delivery bag. The Defendants provide their delivery drivers with merchant terminals to process its customers' payments.

SYSTEMIC MISCLASSIFICATION OF CLASS MEMBERS

35. Despite the centrality to the Defendants' operations of the Class Members and the work they perform and the extensive control exercised by the Class Members' duties and responsibilities by the Defendants, the Class Members are uniformly misclassified by

the Defendants as “independent contractors”, contrary to the *ESA*, *CPP*, *EI*, *WSIA* and common law.

36. The Defendants require the Class Members to sign a standard form delivery driver contract which purports to contract out of their rights under the *ESA*, *CPP*, *EI* and *WSIA*. The current standard form delivery contract has been used by the Defendants since January 2012. It stipulates that “The Contract Driver acknowledges that he/she is an independent contractor. The Contract Driver further acknowledges that he/she is not entitled to receive any employment benefits, including without limitation, unemployment insurance, worker’s compensation, vacation pay, holiday pay or overtime pay. The Contract Driver is required by law to report his/her earnings to Revenue Canada as are all independent contractors.”
37. At the bottom of the standard form delivery driver contract, the Class Members are required to “voluntarily agree” that “I DECLARE THAT IF I AM RETAINED AS A CONTRACT DRIVER BY PIZZA NOVA STORE# ____ AS A SELF-EMPLOYED CONTRACTOR – I VOLUNTARILY AGREE TO RESPECT ALL RULES AND REGULATIONS. AS A SELF-EMPLOYED PERSON I WILL BE RESPONSIBLE FOR ALL TAXES AND DUES.”
38. Despite the Defendants’ standard form delivery driver contract which purports to characterize delivery drivers as “independent contractors”, the Defendants otherwise use the language of employment to describe the work performed by the Class Members. For instance, the delivery driver position is referred to as a “career” on the Defendants’ job portal and is advertised alongside positions which are classified as employees. The

Defendants' job portal further stipulates that "Previous employment as a Delivery Driver, Counter Attendant or Pizza Maker is beneficial but not vital".

39. The Defendants compensate their delivery drivers with an hourly wage rate of around \$6.00 to \$9.00 per hour, which constitutes their sole remuneration, plus whatever tips they may receive. This hourly rate does not comply with the minimum wage under the *ESA*. The Defendants do not pay Vacation Pay, Overtime Pay or Public Holiday Pay or Premium Pay to the Class Members, nor do the Defendants deduct income tax or EI or CPP Premiums from the Class Members' earnings, nor do they make EI and CPP contributions and WSIB premiums on behalf of the Class Members. Moreover, the Defendants do not reimburse the Class Members for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, resulting in their compensation falling even further below the statutorily mandated minimums regarding Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay set out in the *ESA*.

CLASS MEMBERS' EMPLOYMENT RELATIONSHIP WITH THE DEFENDANTS

40. The nature of the duties performed by Class Members for the Defendants and the integration, supervision and control imposed on Class Members by the Defendants establishes an employment relationship. In particular:
- (a) Class Members are the face of the Defendants' operations and are the primary point of contact between the Defendants and their delivery customers;

- (b) Class Members perform a core business function for the Defendants. The Defendants' business cannot operate without the work performed by the Class Members, which forms a 65% majority of the Defendants' overall sales;
- (c) The work performed by the Class Members for the Defendants is seamlessly integrated with the work performed for the Defendants by their other in-store and call centre employees;
- (d) Class Members are required to commit to available shifts with the Defendants and are required to remain free to work exclusively for the Defendants during those hours;
- (e) The Defendants assign work to the Class Members on a "first in/first out" basis and are the exclusive source of work opportunities related to the business. The Defendants control the when, where and how of the work performed by the Class Members;
- (f) Class Members are provided extensive training by the Defendants, including training under the *Accessibility for Ontarians with Disabilities Act*;
- (g) Class Members are required to wear their company branded uniform at all times, including delivery bag and payment terminal, during their work for the Defendants;
- (h) Class Members are provided extensive instructions and guidelines on all aspects of their work for the Defendants, including their interactions with the Defendants' customers and call centre employees; and

- (i) Class Members are paid on an hourly basis to perform deliveries assigned to them by the Defendants, and, as such, have no chance of profit or risk of loss.

UNIFORMITY OF TERMS AND CONDITIONS OF EMPLOYMENT

- 41. At all material times, the terms and conditions of employment of the Class Members were substantially uniform and consistent across the Class in all material respects.
- 42. At all material times, the policies and practices of the Defendants that affect the conditions of the Class Members' employment were materially uniform and consistent across the Defendants' operations.
- 43. At all material times, the duties performed by and associated with the Class Members were materially uniform and consistent across the Defendants' operations.
- 44. All aspects of the Class Members' duties and responsibilities are set out in the standard form delivery driver contract and guidelines for delivery drivers prepared by the Defendants.
- 45. Class Members are required by the Defendants to sign a standard form delivery driver contract. Class Members are assigned uniform duties and responsibilities in the standard form contract, as set out above at paragraphs 27-29 and 32.
- 46. Class Members are subjected to uniform training practices and procedures, as set out above at paragraphs 30-31 and 33.

THE DEFENDANT FRANCHISOR IS A COMMON EMPLOYER WITH EACH AND EVERY DEFENDANT FRANCHISEE

47. The Plaintiff states that Defendant Franchisor is a common, joint or single employer for the purposes of the *ESA* and/or at common law with each and every Defendant Franchisee, and, as such, the Defendant Franchisor is jointly and severally liable for all damages with each and every Defendant Franchisee.
48. The Plaintiff further states that the Defendant Franchisor is liable directly to every Class Member for all damages because the Defendant Franchisor is a common, joint or single employer or forms a common, joint or single employer with each and every Defendant Franchisee.
49. Facts in support of the finding that the Defendant Franchisor is a common, joint or single employer with each and every Defendant Franchisee pursuant to section 4 of the *ESA* and/or at common law include:
- (a) The Defendant Franchisor drafted the standard form delivery driver contract and requires the Defendant Franchisees to enter into the contract with the Class Members it hires as delivery drivers;
 - (b) The Defendant Franchisor retains extensive control over the terms and conditions of employment of delivery drivers and other in-store employees;
 - (c) The Defendant Franchisor assigns the deliveries to the Class Members. It is the direct employer of the call centre employees and it owns and controls the online

ordering system and delivery app and in-store software, all of which allocate deliveries to the Class Members, their sole source of work with the Defendants;

- (d) The Defendant Franchisor determines minimum delivery driver staffing levels in its store locations;
 - (e) The Defendant Franchisor determines the uniforms and related branded accessories the Class Members are required to wear or use and the tools they are required to use;
 - (f) The Defendant Franchisor prepares and implements standard guidelines which govern how the Class Members are required to interact with the Defendants' customers and its call centre employees;
 - (g) The Defendant Franchisor's Customer Service Department handles complaints regarding the Class Members, and the Franchise Agreement provides that complaints about drivers may be escalated to be handled by the Defendant Franchisor's Head Office; and
 - (h) The Defendant Franchisor retains the discretion to terminate any individual Class Member at will by requiring the Defendant Franchisees to "discharge such unsatisfactory employees as may be requested by the company [the Defendant Franchisor] from time to time".
-

OFFICERS' AND DIRECTORS' LIABILITY

50. The officers and directors of the Defendant Franchisor and each of the Defendant Franchisees are jointly and severally liable with the Defendant Franchisor and each of the Defendant Franchisees to the Class Members for all unpaid wages, including back Minimum Wage, Vacation Pay, Overtime Pay, and Public Holiday and Premium Pay owed to the Class Members by the Defendant Franchisor and each of the Defendant Franchisees pursuant to the Ontario *Business Corporations Act* and the *ESA*.
51. In the event that the Defendant Franchisor and/or any of the Defendant Franchisees do not make arrangements to pay all outstanding wages to the Class Members and instead continue to hold back to the wages owed to the Class Members, the Plaintiff intends to add the relevant officers and directors as parties to this proceeding.

CONSPIRACY

52. The Plaintiff claims that the Defendants unduly, unlawfully and lacking *bona fides*, conspired and agreed together, the one with the other, to act in concert to breach the *ESA*, *CPP*, *EI*, and *WSIA*.
53. The overt acts in furtherance of the conspiracy include: uniformly classifying the Class Members as independent contractors; setting the compensation for the Class Members at a company-wide fixed rate well below the minimum standards set out in the *ESA*; and demanding or requiring that all Class Members sign a standard delivery driver contract which classifies the Class Members as independent contractors and sets compensation for the Class Members below the minimum standards set out in the *ESA*.

54. The Defendants knew or recklessly disregarded the fact that the relationship between the Defendants and the Class Members was one of employer/employee, and as such the standard delivery driver contract contravened the *ESA*, yet continued to classify the Class Members as independent contractors so as to avoid paying the Class Members Minimum Wage, Overtime Pay, Vacation Pay, or Public Holiday and Premium Pay, and making EI and CPP contributions and paying WSIB premiums.
55. The Defendants have access to legal opinions, judicial decisions, employment standards officer orders to pay, Ontario Labour Relations Board decisions, and Canada Revenue Agency bulletins on the criteria for determining whether the relationship between the Defendants and the Class Members is one of employment or independent contractor. The Defendants are well aware that the wages currently paid to the Class Members violate the *ESA* and their obligations under *EI*, *CPP* and *WSIA* and are well aware of Employment Standards Officer orders to pay and Ontario Labour Relations Board decisions which have found Pizza Nova delivery drivers to be employees.
56. The Defendant Franchisor controls the terms of the standard delivery driver contract and requires the Defendant Franchisees to use only the standard delivery driver contract. Hence, the Defendant Franchisor has unlawfully misclassified the Class Members and set the compensation for the Class Members below the minimum legislated standards.
57. The Defendant Franchisees know, or ought to know, that the standard delivery driver contract is unlawful pursuant to the *ESA*, *EI*, *CPP* and *WSIA*, but have agreed and conspired with the Defendant Franchisor to use the standard delivery driver contract.

58. The Defendants were motivated to conspire, and their predominant purpose and concerns were to continue to operate Pizza Nova without incurring costs that were to be lawfully paid by the Defendant Franchisees to the Class Members in the form of minimum wages, overtime pay, vacation pay and holiday and premium pay and CPP and EI contributions and WSIB premiums.
59. The conspiracy was unlawful because the Defendants knowingly violated the *ESA*, *CPP*, *EI*, and *WSIA* and caused the Class Members to enter into an unlawful standard form delivery driver contract whereby the Class Members would receive compensation in contravention of the minimum standards set out in the *ESA* and because the Defendants deliberately attempted to circumvent the *ESA*, *EI*, *CPP* and *WSIA* by inaccurately characterizing the Class Members as independent contractors, as described above, contrary to the *ESA*, including section 5.1. The Defendants knew that such conduct would more likely than not cause harm to the Class Members.
60. The acts in furtherance of the conspiracy caused injury and loss to the Class Members in that the Class Members' statutory protected right to fair wages were breached and they did not receive Minimum Wage, Overtime Pay, Vacation Pay, or Public Holiday and Premium Pay that was owed to them as lawfully required by the *ESA* or have EI or CPP contributions or WSIB premiums paid on their behalf as required by *ESA*, *EI*, *CPP* and *WSIA*.
61. As a result of the conspiracy, which was committed by all Defendants together, all of the Defendants are jointly and severally liable for all monies owed to the Class Members under the *ESA* regardless of which Defendant Franchisee employed the Class Member.

SYSTEMIC BREACH OF THE *ESA*

62. The Defendants have systemically breached the provisions of the *ESA*, which are incorporated into the contracts of employment of the Class Members, with respect to all Class Members by:

- (a) failing to ensure that Class Members were properly classified as employees;
- (b) failing to advise Class Members of their entitlement to compensation at or above the Minimum Wage;
- (c) failing to compensate Class Members at a rate equal to or above the Minimum Wage;
- (d) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;
- (e) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
- (f) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- (g) failing to advise the Class Members of their entitlement to Overtime Pay for hours worked in excess of the Overtime Threshold;

- (h) failing to advise Class Members of their entitlement to Vacation Pay;
- (i) failing to compensate Class Members for Vacation Pay;
- (j) failing to advise Class Members of their entitlement to Public Holiday and Premium Pay;
- (k) failing to compensate Class Members for Public Holiday and Premium Pay;
- (l) failing to advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and
- (m) failing to reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

SYSTEMIC BREACH OF CONTRACT

63. The Class Members' employment contracts are subject to the *ESA*, and the terms of the *ESA*, as set out above, are incorporated into the contracts of employment as a matter of law.
64. The Class Members plead that as a matter of law, the Defendants owed them a duty of good faith that was incorporated into their contracts of employment.
65. The Defendants have breached the express or implied terms of its contracts of employment with the Class Members, as set out above, including that it compensate for all hours worked, including its obligation to pay Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay pursuant to the *ESA* and that it reimburse the Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

SYSTEMIC BREACH OF THE DUTY OF GOOD FAITH

66. The Class Members are in a position of vulnerability in relation to the Defendants. As a result and otherwise, the Defendants owe a duty to the Class Members to act in good faith, which includes a duty to honour its statutory and contractual obligations to them.

67. The Defendants have systemically breached their duty of good faith by, among other things:

- (a) failing to ensure that Class Members were properly classified as employees;
- (b) failing to advise Class Members of their entitlement to compensation at or above the Minimum Wage;
- (c) failing to compensate Class Members at a rate equal to or above the Minimum Wage;
- (d) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;
- (e) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
- (f) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- (g) failing to advise the Class Members of their entitlement to Overtime Pay for hours worked in excess of the Overtime Threshold;
- (h) failing to advise Class Members of their entitlement to Vacation Pay;
- (i) failing to compensate Class Members for Vacation Pay;

- (j) failing to advise Class Members of their entitlement to Public Holiday and Premium Pay;
- (k) failing to compensate Class Members for Public Holiday and Premium Pay;
- (l) failing to advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and
- (m) failing to reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

UNJUST ENRICHMENT

68. The Defendants have been unjustly enriched as a result of receiving the benefit of the hours worked by the Plaintiff and the other members of the Class without having to pay statutorily mandated wages and EI and CPP contributions or WSIB premiums. The

precise value of such unpaid or under-paid hours of work is not known to the Plaintiff but is within, or should be within, the exclusive knowledge of the Defendants as the Defendants are required under the *ESA* to accurately record the hours worked by the Class Members.

69. The Plaintiff and the other members of the Class have suffered a deprivation, in the form of wages and EI and CPP contributions corresponding to the unpaid hours that they have worked.
70. There is no juristic reason why the Defendants should be permitted to retain the benefit of the unpaid hours worked by the Plaintiff and the other members of the class. The Defendants' systemic policies and practice of misclassifying its delivery drivers as "independent contractors" is similarly unlawful and does not provide a juristic reason.

WAIVER OF TORT

71. The Defendants control the terms and conditions of the standard delivery driver contract by requiring that the Defendant Franchisees use only the standard form delivery driver contract.
72. The Defendant Franchisor has access to legal opinions and is well aware that the standard form delivery driver contract probably violates the *ESA* and is well aware of the employment standards officer orders where the Ontario Ministry of Labour has construed the relationship between the Class Members and the Defendant Franchisees as an employee/employer relationship. The Defendant Franchisor is also aware of a public dispute between a former Pizza Nova delivery driver and a Defendant Franchisee

regarding the misclassification of Pizza Nova delivery drivers which played out in the media and in which the Defendant Franchisor got involved.

73. Nevertheless, the Defendant Franchisor requires that the Defendant Franchisees continue to require the Class Members to sign the standard form delivery driver contract and to work for below legislated employment standards. The Defendant Franchisees agree to do so.
74. The Defendants receive, in the aggregate, hundreds of millions of dollars in revenue annually, 65% of which is based upon delivery orders relying on the services of the Class Members. The Defendants' breach of contract, conspiracy, negligence and related use of the unlawful standard form delivery driver contract, as well as the Defendants' systemic policy or practice of avoiding or disregarding the payment of statutorily mandated wages and EI and CPP contributions, constitute unlawful acts by which the Defendants have been unjustly enriched. The Defendants are therefore liable to the Class Members in waiver of tort.
75. As a result, the Plaintiff seeks an order requiring that the Defendants disgorge all profits received as a result of the services performed by the Class Members.

SYSTEMIC NEGLIGENCE

76. The Defendants owed a duty of care to the Plaintiff and the other Class Members to ensure that they were accurately classified as employees and properly compensated for all hours worked. The Defendants have breached this duty by, among other things:
 - (a) failing to ensure that Class Members were properly classified as employees;

- (b) failing to advise Class Members of their entitlement to compensation at or above the Minimum Wage;
- (c) failing to compensate Class Members at a rate equal to or above the Minimum Wage;
- (d) failing to ensure that the Class Members' hours of work were monitored and accurately recorded;
- (e) failing to implement and maintain an effective, reasonable and accurate Class-wide system or procedure, which is centrally and uniformly controlled and applied, for, among other things, recording all hours worked by the Class Members and ensuring that the Class Members are compensated for all hours worked;
- (f) failing to record and maintain accurate records of all actual hours worked by the Class Members;
- (g) failing to advise the Class Members of their entitlement to Overtime Pay for hours worked in excess of the Overtime Threshold;
- (h) failing to advise Class Members of their entitlement to Vacation Pay;
- (i) failing to compensate Class Members for Vacation Pay;
- (j) failing to advise Class Members of their entitlement to Public Holiday and Premium Pay;
- (k) failing to compensate Class Members for Public Holiday and Premium Pay;

- (l) failing to advise Class Members of their entitlement to reimbursement for expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay; and
- (m) failing to reimburse Class Members for all expenses required by the Defendants to be incurred by the Class Members during the course of their work for the Defendants, including vehicle depreciation and operating expenses such as fuel, oil, windshield washer fluid, and maintenance and repairs, to the extent that such expenses result or resulted in the Class Members receiving less than the statutorily mandated Minimum Wage, Overtime Pay, Vacation Pay, and Public Holiday and Premium Pay.

AGGRAVATED, EXEMPLARY AND PUNITIVE DAMAGES

- 77. The Plaintiff pleads that the actions, conduct and omissions of the Defendants as aforesaid were unlawful, high-handed and carried out in bad faith. Moreover, they were carried out to enrich the Defendants and with a complete disregard for the rights and interests of the Class Members, who were and are to the knowledge of the Defendants vulnerable to the actions, decisions and power of the Defendants.
 - 78. The actions, conduct and omissions as aforesaid warrant awards of aggravated, exemplary and punitive damages.
-

PREFERABLE PROCEDURE

79. A class proceeding is preferable to a multitude of individual employment standards complaints or individual claims in Small Claims Court.
80. A class proceeding will advance the three goals of the *Class Proceedings Act, 1992*, namely, judicial economy, access to justice, and behaviour modification.
81. A class proceeding will advance the goal of judicial economy by preventing the need for thousands of individual employment standards complaints or Small Claims Court actions, and potential appeals therefrom.
82. A class proceeding will advance the goal of access to justice by providing a remedy for the Defendants' employees, who, as non-unionized employees, face well-documented systemic barriers to enforcing their rights under the *ESA*.
83. Finally, a class proceeding will promote behaviour modification by addressing the systemic policies and practices of the Defendants.
84. Accordingly, a class proceeding is the preferable procedure for addressing the Plaintiff's claims.
85. The Plaintiff pleads and relies on the following statutes and regulations:
- (a) *Class Proceedings Act, 1992*, S.O. 1992, c. 6;
 - (b) *Employment Standards Act, 2000*, S.O. 2000, c. 41 and the regulations thereunder;

- (c) *Business Corporations Act*, R.S.O. 1990, c. B.16
- (d) *Canada Pension Plan*, R.S.C. 1985, c. C-8;
- (e) *Employment Insurance Act*, S.C. 1996, c. 23; and
- (f) *Workplace Safety and Insurance Act*, S.O 1997, c. 16.

86. The Plaintiff proposes that this action be tried in Toronto.

March 6, 2020

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Lawyers for the Plaintiff

Schedule "A"

TO:

PIZZA NOVA TAKE OUT LTD.

2247 Midland Avenue
Toronto, Ontario M1P 4R1

AND TO:

PIZZA NOVA RESTAURANTS LIMITED

2247 Midland Avenue
Toronto, Ontario M1P 4R1

AND TO:

9003088 CANADA CORP. o/a PIZZA NOVA

65 Cedar Pointe Drive, Suite 111
Barrie, Ontario L4N 9R3

AND TO:

8538352 CANADA INC. o/a PIZZA NOVA

2885 Bayview Avenue, Suite #911
North York, Ontario M2K 0A3

AND TO:

6092438 CANADA INC. o/a PIZZA NOVA

2922 Sheppard Avenue East
Scarborough, Ontario M1T 3J4

AND TO:

1445851 ONTARIO INC. o/a PIZZA NOVA

169 the Donway West
P.O. Box 769
Don Mills, Ontario M3C 4G5

AND TO:

1057488 ONTARIO INC. o/a PIZZA NOVA #4

107 Main Street
Shelburne, Ontario L0N 1S0

AND TO:

10644625 CANADA INC. o/a PIZZA NOVA
89 Hibbard Drive
Ajax, Ontario L1Z 1J8

AND TO:

2388290 ONTARIO INC. o/a PIZZA NOVA STORE #68
29 Northern Height Drive
Richmond Hill, Ontario L4B 4LB

AND TO:

2522583 ONTARIO LIMITED o/a PIZZA NOVA
73 Hounslow Avenue
North York, Ontario M2N 7G7

AND TO:

APTER ENTERPRISES INC. o/a PIZZA NOVA STORE #96
555 Edward Avenue
Unit #17
Richmond Hill, Ontario L4C 5K6

AND TO:

2043020 ONTARIO INC. o/a PIZZA NOVA STORE #96
1533 Jane Street, Unit 4B
Toronto, Ontario M9N 2R2

AND TO:

2337175 ONTARIO INC. o/a PIZZA NOVA STORE #64
27 Normandale Crescent
Toronto, Ontario M2P 1M7

AND TO:

1572653 ONTARIO LTD. o/a PIZZA NOVA
415 The West Way
Etobicoke, Ontario M9R 1H5

AND TO:

MICUL INVESTMENTS INC. o/a PIZZA NOVA
82 Saskatoon Drive
Toronto, Ontario M9P 2G2

AND TO:

2140382 ONTARIO INC. o/a PIZZA NOVA
1500 Royal York Road, #34
Etobicoke, Ontario M9P 3B6

AND TO:

A BIG MOBILE SIGN COMPANY INC. o/a PIZZA NOVA
139 Devon Road, Suite #4
Brampton, Ontario L6T 5L8

AND TO:

1520211 ONTARIO LTD. o/a PIZZA NOVA
2 Pickett Crescent
Richmond Hill, Ontario L4C 9L1

AND TO:

2077871 ONTARIO LTD. o/a PIZZA NOVA
4198 Sheppard Avenue East
Scarborough, Ontario M1S 1T3

AND TO:

1247161 ONTARIO LIMITED o/a PIZZA NOVA #9
Andy Khadem
200 Stratearn
Richmond Hill, Ontario L4B 2S6

AND TO:

N & N PIZZA SALES INC. o/a PIZZA NOVA
1701 Martin Grove Road, Suite #4
Etobicoke, Ontario M9V 4N4

AND TO:

2484930 ONTARIO INC. o/a PIZZA NOVA #54
47 Prince Edward Blvd.
Markham, Ontario L3T 7G1

AND TO:

2691666 ONTARIO INC. o/a PIZZA NOVA

Khalid Hassani

2980 Don Mills Road, Suite #1506

Toronto, Ontario M2J 3B9

AND TO:

2226444 ONTARIO Inc. o/a PIZZA NOVA STORE #20

9 Lapworth Crescent

Toronto, Ontario M1V 2M6

AND TO:

904778 ONTARIO LIMITED o/a PIZZA NOVA STORE #16

58 Homestead Road

Scarborough, Ontario M1E 3R9

AND TO:

2350611 ONTARIO LIMITED o/a PIZZA NOVA STORE #16

758 Mount Pleasant Road

Toronto, Ontario M4S 2N6

AND TO:

2671105 ONTARIO INC. o/a PIZZA NOVA

5411 Yonge Street

North York, Ontario M2N 5R6

AND TO:

2469743 ONTARIO INC. o/a PIZZA NOVA STORE #40

5411 Yonge Street

North York, Ontario M2N 5R6

AND TO:

2599546 ONTARIO LTD. o/a PIZZA NOVA

2763 Danforth Avenue

Toronto, Ontario M4C 1L8

AND TO:

1933072 ONTARIO LTD. o/a PIZZA NOVA
 2763 Danforth Avenue, #5
 Toronto, Ontario M4C 1L8

AND TO:

2658856 ONTARIO INC. o/a PIZZA NOVA
 29 Frith Road
 North York, Ontario M3N 1E9

AND TO:

1350670 ONTARIO LIMITED o/a PIZZA NOVA STORE #73
 Jawaaid Said
 1420 King Street East
 Courtice, Ontario L1E 2J5

AND TO:

2653581 ONTARIO INC. o/a PIZZA NOVA
 4201 Bloor Street West, #2
 Etobicoke, Ontario M9C 1Z6

AND TO:

1998107 ONTARIO INC. o/a PIZZA NOVA
 Najib Sharin
 714 Queen Street East
 Toronto, Ontario M4M 1H2

AND TO:

2615838 ONTARIO LIMITED o/a PIZZA NOVA
 Jawaaid Said
 3475 Sideline 4
 Pickering Ontario L1X 0A3

AND TO:

2486802 ONTARIO LIMITED o/a PIZZA NOVA
 Parvis Asadpour
 603 Davenport Road
 Toronto, Ontario M5R 1L1

AND TO:

1379170 ONTARIO LIMITED o/a PIZZA NOVA

2264 Dundas Street West
Toronto, Ontario M6R 1X3

AND TO:

1165248 ONTARIO LIMITED o/a PIZZA NOVA

72 Lamar Street
Maple, Ontario L6A 1A7

AND TO:

2320334 ONTARIO INC. o/a PIZZA NOVA & NOVA RISTORANTE

2272 Lawrence Avenue East
Toronto, Ontario M1P 2P9

AND TO:

2623848 ONTARIO INC. o/a PIZZA NOVA

731 The Queensway
Toronto, Ontario M8Y 1L4

AND TO:

1982292 ONTARIO INC. o/a PIZZA NOVA

24 Olivers Lane
Caledon East, Ontario L7C 1G5

AND TO:

2353598 ONTARIO INC. o/a PIZZA NOVA

7 Steyner Avenue
Toronto, Ontario M6B 1N3

AND TO:

2591746 ONTARIO INC. o/a PIZZA NOVA STORE #58

222 The Esplanade, #5
Toronto, Ontario M5A 4M8

AND TO:

1741340 ONTARIO LTD. o/a PIZZA NOVA STORE #58

222 The Esplanade, #5
Toronto, Ontario M5A 4M8

AND TO:

2573440 ONTARIO INC. o/a PIZZA NOVA STORE #83

Fianna Ho
380 Alliance Avenue, #5
Toronto, Ontario M6N 2H8

AND TO:

2026399 ONTARIO INC. o/a PIZZA NOVA STORE #83

Shamim Ahmadi
65 Swanage Drive
Vaughan, Ontario L6A 1G7

AND TO:

1719061 ONTARIO INC. o/a PIZZA NOVA

G. Kumarshelia
158 Laramie Crescent
Maple, Ontario L6A 0R1

AND TO:

1475038 ONTARIO LTD. o/a PIZZA NOVA

Minh Binh Le
3205 Yonge Street
Toronto, Ontario M4N 2L3

AND TO:

2168747 ONTARIO INC. o/a PIZZA NOVA

4847 Leslie Street
Toronto, Ontario M2J 2K8

AND TO:

1891469 ONTARIO INC. o/a PIZZA NOVA

4657 Yonge Street
Toronto, Ontario M2N 0B3

AND TO:

1734543 ONTARIO INC. o/a PIZZA NOVA #99

Minh Binh Le
4325 Mia Court
Mississauga, Ontario L4W 5S3

AND TO:

2358870 ONTARIO INC. o/a PIZZA NOVA
1881 Steeles Avenue West, #15B
Toronto, Ontario M3H 5Y4

AND TO:

1858313 ONTARIO INC. o/a PIZZA NOVA #34
Tu Cam Duong
629 Winterton Way
Mississauga, Ontario L5R 3J3

AND TO:

2316956 ONTARIO INC. o/a PIZZA NOVA STORE #92
1614 Queen Street East
Toronto, Ontario M4L 1G4

AND TO:

2260955 ONTARIO LTD. o/a PIZZA NOVA
137 Waterloo Avenue
North York, Ontario M3H 3Y7

AND TO:

867400 ONTARIO INC. o/a PIZZA NOVA
107 Lilian Drive
Toronto, Ontario M1R 3W4

AND TO:

1548891 ONTARIO LIMITED o/a PIZZA NOVA
240 Danforth Avenue
Toronto, Ontario M4J 1L9

AND TO:

2475951 ONTARIO LIMITED o/a PIZZA NOVA
36 Zoran Lane
Vaughan, Ontario L6A 4G1

AND TO:

1808955 ONTARIO INC. o/a PIZZA NOVA STORE #17

Long Trinh
629 Winterton Way
Mississauga, Ontario L5R 3J3

AND TO:

2213883 ONTARIO INC. o/a PIZZA NOVA STORE #71

186 Linden Avenue
Scarborough, Ontario M1K 3H8

AND TO:

2154369 ONTARIO INC. o/a PIZZA NOVA

1928 Queen Street East
Toronto, Ontario M4L 1H5

AND TO:

2156665 ONTARIO INC. o/a PIZZA NOVA

2347 Finch Avenue West
North York, Ontario M9W 2W8

AND TO:

1495165 ONTARIO LIMITED o/a PIZZA NOVA STORE #81

Masoud Moradi
7905 Bayview Avenue, #1122
Thornhill, Ontario L3T 7N3

AND TO:

2522142 ONTARIO INC. o/a PIZZA NOVA STORE #27

924 Dundas Street West
Toronto, Ontario M6J 1W3

AND TO:

1519903 ONTARIO INC. o/a PIZZA NOVA

Faramarz Pourhadi
123 Guildwood Parkway, #9
Scarborough, Ontario M1E 4V2

AND TO:

2109793 ONTARIO INC. o/a PIZZA NOVA STORE #2
4516 Kingston Road
Scarborough, Ontario M1E 2N8

AND TO:

1536803 ONTARIO INC. o/a PIZZA NOVA STORE #7
Phuong Tran
129 Martin Grove Road
Etobicoke, Ontario M9B 4K8

AND TO:

918144 ONTARIO LIMITED o/a PIZZA NOVA
2264 Dundas Street West
Toronto, Ontario M6R 1X3

AND TO:

1744313 ONTARIO INC. o/a PIZZA NOVA STORE #57
1068 Kipling Avenue
Toronto, Ontario M9B 3L9

AND TO:

DANGO LTD. o/a PIZZA NOVA STORE #508
2300 Yonge Street, #S102
Toronto, Ontario M4P 1E4

AND TO:

2339115 ONTARIO LTD. o/a PIZZA NOVA
10 Bloom Drive
Brampton, Ontario L6P 3C2

AND TO:

1419981 ONTARIO LIMITED o/a PIZZA NOVA
1093 Lillian Street
North York, Ontario M2M 3G1

AND TO:

2129873 ONTARIO INC. o/a PIZZA NOVA STORE #93
3575 Dundas Street West

Toronto, Ontario M6S 2S7

AND TO:

MORGAN TELECOMMUNICATIONS INC. o/a PIZZA NOVA

Sean Morgan
196 Fire Route 66
Lakehurst, Ontario K0L 2J0

AND TO:

2476243 ONTARIO INC. o/a PIZZA NOVA

3280 Dufferin Street
Toronto, Ontario M6A 2T5

AND TO:

5012571 ONTARIO INC. o/a PIZZA NOVA STORE #106

3860 Pondview Way
Mississauga, Ontario L5N 8K1

AND TO:

2175165 ONTARIO INC. o/a PIZZA NOVA

205 McWilliams Crescent
Oakville, Ontario L6M 0W5

AND TO:

2051247 ONTARIO INC. o/a PIZZA NOVA

58 Markland Street
Hamilton, Ontario L8P 2J7

AND TO:

2293391 ONTARIO LTD. o/a PIZZA NOVA

90 Duke Street, #1702
Hamilton, Ontario L8P 1X6

AND TO:

2459372 ONTARIO INC. o/a PIZZA NOVA

1160 Upper Paradise Drive, #4
Hamilton, Ontario L9B 0A5

AND TO:

1899974 ONTARIO INC. o/a PIZZA NOVA #340
101 Osler Drive, #42
Dundas, Ontario L9H 4B6

AND TO:

1480354 ONTARIO LIMITED o/a PIZZA NOVA
5100 Rutherford Road, #1
Woodbridge, Ontario L4H 2J2

AND TO:

1713364 ONTARIO LIMITED o/a PIZZA NOVA
1612 Spencely
Oshawa, Ontario L1K 0B3

AND TO:

1994810 ONTARIO INC. o/a PIZZA NOVA
250 Baldwin Drive
Cambridge, Ontario N3C 0B8

AND TO:

MAHA LAXMI INC. o/a PIZZA NOVA
Kinsi J. Gondalia
565 Highpoint Avenue
Waterloo, Ontario N2L 4Z2

AND TO:

2578858 AASHVI INC. o/a PIZZA NOVA
205 Tallgrass Crescent
Kitchener, Ontario N2P 0G7
AND TO:

2424783 ONTARIO INC. o/a PIZZA NOVA
3860 Pondview Way
Mississauga, Ontario L5N 8K1

AND TO:

2362296 ONTARIO INC. o/a PIZZA NOVA
10886 Hurontario Street, #A14

Brampton, Ontario L7A 3R9

AND TO:

2057307 ONTARIO INC. o/a PIZZA NOVA 31

1020 Canadian Place

Mississauga, Ontario L4W 1J9

AND TO:

1025410 ONTARIO LIMITED o/a PIZZA NOVA #53

5317 Highway #7, Suite #6

Woodbridge, Ontario L4L 1T4

AND TO:

2246291 ONTARIO LTD. o/a PIZZA NOVA

3000 Hwy 7 East, Suite #13

Markham, Ontario L3R 4X9

AND TO:

1364909 ONTARIO LTD. o/a PIZZA NOVA STORE #46

28 Majesty Court

Woodbridge, Ontario L4L 3S6

AND TO:

2584158 ONTARIO INC. o/a PIZZA NOVA STORE #389

Soheil Meshkat Zackeri

31 Merrylynn Drive

Richmond Hill, Ontario L4C 5B1

AND TO:

2705034 ONTARIO INC. o/a PIZZA NOVA AFGHAN

Zohra Noori

10 Lawrence Town Street

Ajax, Ontario L1S 0B8

AND TO:

2455927 ONTARIO INC. o/a PIZZA NOVA STORE #82

2131 Saffron Drive

Pickering, Ontario L1X 0E2

AND TO:

1309474 ONTARIO LIMITED o/a PIZZA NOVA

Aref Eidan

755 Dundas Street West, #2A

Mississauga, Ontario L5C 3B6

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

20 Harwood Avenue,

Ajax, Ontario L1S 6N2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1 Rossland Road West

Ajax, Ontario L1Z 1L8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

14845 Yonge Street

Aurora, Ontario L4G 7Y4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

129 Pedersen Drive

Aurora, Ontario L4G 6V5

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

285 Dunlop Street West

Barrie, Ontario L4N 1C1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

94 College Street West

Belleville, Ontario K8P 2G5

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

256 Queen Street South
Bolton, Ontario L7E 4T7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

2377 Hwy #2
Bowmanville, Ontario L1C 5A5

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

478 Holland Street West (Hwy #88)
Bradford, Ontario L3Z 0A2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

400 Steeles Avenue East
Brampton, Ontario L6W 3R2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

14 Lisa Street
Brampton, Ontario L6T 5R2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

10045 Hurontario St., Unit 6
Brampton, Ontario L6Z 2Y3

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

3975 Cottrelle Blvd.
Brampton, Ontario L6P 1J3

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

2260 Bovaird Drive East
Brampton, Ontario L6R 1Z1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
10 Earlsbridge Blvd.
Brampton, Ontario L7A 2L8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
5969 Baldwin Street, South
Brooklin, Ontario L1M 2J7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
728 Burloak Drive
Burlington, Ontario L7L 6P2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
593 Brant Street
Burlington, Ontario L7R 2G6

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
1450 Headon Road
Burlington, Ontario L7M 1W7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
3120 Rutherford Road
Concord, Ontario L4K 0B1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
369 Mountainview Road South
Georgetown, Ontario L7G 5X3

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
5 Clair Road West

Guelph, Ontario N1L 0H7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1016 King Street West,
Hamilton, Ontario L86 1L4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1405 Upper James St., Unit A3
Hamilton, Ontario L9B 1K2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

99A Main Street East
Huntsville, Ontario P1H 1H1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1484 Innisfil Beach Road, Unit D
Innisfil, Ontario L9S 4J1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1700 King Road
King City, Ontario L7B 0N1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

24 Kent Street West
Lindsay, Ontario K9V 2Y1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1194 Highbury Avenue North, Unit 2
London, Ontario N5Y 1A7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
850 Wellington Road
London, Ontario N6E 1L9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
3417 Derry Road East
Mississauga, Ontario L4T 1A8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
2535 Major Mackenzie Drive West
Maple, Ontario L6A 1C6

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
70 Copper Creek Drive
Markham, Ontario L6B 0P2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
6050 Highway #7
Markham, Ontario L3P 3A9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
10 Bur Oak Ave, Unit 4
Markham, Ontario L6C 0A2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
9830 Markham Road, Unit R-5
Markham, Ontario L6E 2C7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
815 King Street
Midland, Ontario L4R 0B7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
890 Main Street East
Milton, Ontario L9T 0J4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
3100 Dixie Road
Mississauga, Ontario L4Y 2A6

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
660 Eglinton Ave W
Mississauga, Ontario L5R 3V2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
4099 Erin Mills Parkway
Mississauga, Ontario L5L 3P9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
7235 Bellshire Gate
Mississauga, Ontario L5N 7X1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
6040 Glen Erin Drive
Mississauga, Ontario L5N 3M4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
6970 Lisgar Drive
Mississauga, Ontario L5N 7E3

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
1744 Lakeshore Road West

Mississauga, Ontario L5J 4N8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1211 Hurontario Street, Unit 104A
Mississauga, Ontario L5G 3H2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

2400 Dundas Street West, Unit 4
Mississauga, Ontario L5K 2R8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

425 Burnhamthorpe Road West
Mississauga, Ontario L5B 0G4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

18025 Yonge Street
Newmarket, Ontario L3Y 8C9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

2501 Third Line
Oakville, Ontario L6M 5A9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1133 Monastery Drive
Oakville, Ontario L6M 2A3

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

620 Ford Drive
Oakville, Ontario L6J 7V7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
293 Coldwater Road West
Orillia, Ontario L3V 3M1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
1288 Ritson Road North
Oshawa, Ontario L1G 6Z6

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
175 Main Street
Penetanguishene, Ontario L9M 1L8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
908 Lansdowne Street West
Peterborough, Ontario L9M 1L8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
1360 Kingston Road
Pickering, Ontario L1V 3M9

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
300 Kingston Road
Pickering, Ontario L1V 1A2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
18 Levensdale Road
Richmond Hill, Ontario L4C 4H2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
12260 Yonge Street
Richmond Hill, Ontario L4E 0W5

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
9275 Bayview Ave Unit 2
Richmond Hill, ON L4C 9X4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
5892 Main Street
Stouffville, Ontario L4A 1T2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
9200 Bathurst Street
Thornhill, Ontario L4J 8W1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
8 Green Lane
Thornhill, Ontario L3T 7P7

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
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AND TO:

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526 Church Street
Toronto, Ontario M4Y 2E1

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
1054 Centre Street West
Vaughan, Ontario L4J 3M8

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA
207 Dundas Street West

Whitby, Ontario L1N 2M4

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

3975 Garden Street
Whitby, Ontario L1R 2C5

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

1400 Ottawa Street South
Kitchener, Ontario N2E 4E2

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

9750 Weston Road, Unit 14
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AND TO:

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3063 Muskoka Road, 169
Bala, Ontario P0C 1A0

AND TO:

JOHN DOE CORP. O/A PIZZA NOVA

Rogers Centre
1 Blue Jays Way
Toronto, Ontario M5V 1J3

JUAN JOSE LIRA CERVANTES

Plaintiff and

Pizza Nova Take Out Ltd. et. al.
Defendants

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced Toronto

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

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