

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KENNETH D. MORTILLARO

Plaintiff

- and -

CASH MONEY CHEQUE CASHING INC.

Defendant

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

**MINUTES OF SETTLEMENT
Dated as of September 10, 2008**

Following extensive negotiations between the parties, including disclosure of the Defendant's confidential financial information to counsel for the Plaintiff and their forensic accountants, the parties have agreed to settle this class action upon the following terms, without any admission of liability by the Defendant, and subject to the approval of the Ontario Superior Court of Justice:

The Class Action

1. The Defendant ("Cash Money") will consent to certification of this action as a National class proceeding (exclusive of British Columbia and Québec), for the limited purpose of effecting this settlement.
2. The Class shall be defined as: "All persons resident in Canada, excluding British Columbia and Québec, and excluding the Defendant, its officers, directors, or affiliated companies, who obtained one or more payday

loan(s) from Cash Money Cheque Cashing Inc. on or before June 15, 2009.”

The Settlement

3. Cash Money shall pay benefits to the Class of up to \$5,700,000.00 in vouchers, \$570,000.00 in cash to the Class Proceedings Fund, and Class Counsel's legal fees as approved by the court, as set out herein.
4. Each Class member will be entitled to apply for and receive \$50.00 by way of one (1) fully transferable credit voucher. The credit voucher will have an expiry date of one year from its activation date, and will be redeemable in respect of any presently outstanding or future payday loan granted by Cash Money (the "Vouchers").
5. The full value of the Voucher must be used up or exhausted in a single transaction, and cannot be aggregated with another Voucher, or redeemed for cash.
6. Cash Money will pay an amount equivalent to 10% of each redeemed Voucher to the Ontario Class Proceedings Fund, such payments to be remitted on a quarterly basis, without reducing the \$50.00 value of the Voucher to the Class member, i.e. the Class member will receive a \$50.00 credit for each Voucher redeemed, and Cash Money will pay to the Ontario Class Proceedings Fund \$5.00 for each Voucher redeemed.
7. Each Class members may to apply to Cash Money to receive one (1) Voucher. Vouchers shall be distributed by Cash Money to all qualifying Class members on a monthly basis, beginning one month following the date set by the Court for the end of the opt-out period and for a period of six months thereafter (the "Voucher application period"). Cash Money will deliver the Voucher to each qualifying Class member no later than the month following that in which a valid Voucher application form was

submitted, or one month following the end of the opt-out period, whichever is later.

8. To apply for a Voucher, each Class member must complete a Voucher application form, which shall include the full name, telephone number and current address of the Class member, a declaration that the Class member is or has been a payday loan customer of Cash Money, and proof of identity, such as a copy of a driver's license, in the form attached as Schedule A, or as otherwise approved by the Court.
9. In exchange for these settlement benefits, the Class Members will release any and all claims against Cash Money and its successors or assigns and any companies or corporations associated with or related to Cash Money and the directors, officers, shareholders, employees and agents of Cash Money and their successors and/or assigns arising from or in any way related to or connected with the matters in the action. That means that Class Members will be barred forever from asserting or pursuing any further claims against Cash Money in respect of its charging and receipt of interest at an effective annual interest rate in excess of 60% at any time prior to June 15, 2009.

Notice to the Class

10. Notice of the Certification and Settlement Approval Hearing shall be provided to the Class by:
 - a. Cash Money shall post the Notice in the form attached hereto as Schedule B or as otherwise approved by the Court, in a poster-sized format in a prominent, unobstructed location (i.e. a location such as the front window) in each Cash Money store other than those stores located in British Columbia from on or about April 15, 2009 to June 15, 2009;

- b. Cash Money shall publish the Notice in accordance with the notice program approved by the Court; and.
 - c. Plaintiff's counsel will issue a press release in the form attached hereto as Schedule C or as otherwise approved by the Court, and will post the notice at: www.cashmoneyclassaction.com.
11. In the event that the settlement is approved, Notice of Certification and Settlement Approval (the "Notice") shall be provided to the Class in a like manner, with the Notice to be in a similar form, as detailed in the Settlement Notice Program attached to the Plaintiff's Litigation Plan, or as otherwise approved by the Court at the settlement approval hearing. The Notice posters shall remain posted in each Cash Money store until the end of the Voucher application period.

Administration

12. Cash Money shall be responsible for administering the settlement, subject to the supervision of the Court, and shall bear all the costs in relation thereto, including the costs of the independent Arbiter referenced below.
13. If Cash Money receives an incomplete Voucher application form, it shall immediately notify the applicant in writing that the form is incomplete in the form attached hereto as Schedule D, and the applicant shall have until 30 days after the notice of incomplete application form is sent by Cash Money or 30 days after the completion of the Voucher application period (whichever is longer) to provide Cash Money with a complete application. Any applications that remain incomplete after the longer of the aforesaid dates shall be deemed to be invalid, and the applicant shall have no further rights to apply for a Voucher or to seek a ruling from the Arbiter.
14. If Cash Money rejects any application on the basis that the applicant is not a Class Member or otherwise is ineligible to receive a Voucher, it shall provide written notice to the applicant and to the Arbiter fully detailing the

reason for the rejection of the application, and advising the applicant that she or he may dispute the rejection of the application by making written submissions to the Arbiter within 30 days of the date that the notice of the rejection of the application is delivered to the applicant by Cash Money, and the notice must include the full name and address of the Arbiter.

15. If the applicant does not deliver written submissions to the Arbiter within 30 days of the date that the notice of the rejection of the application is delivered to the applicant by Cash Money, then the application shall be deemed to be invalid.
16. The Bruneau Group shall be appointed by the court as the independent Arbiter with the power to make a final and binding determination of any disputes arising from the rejection of any individual's application for a Voucher, and the decision of the Bruneau Group shall be final and binding, and there shall be no appeal rights therefrom. The Bruneau Group shall report to the Court at the completion of its retainer as to the total number of disputes referred to it for determination and the results of all such disputes.
17. Cash Money shall report to the Court on a quarter annual basis until the completion of the terms of the Minutes of Settlement in respect of the total number of applications for settlement vouchers received, the total number of settlement vouchers delivered to Class Members, and the total number of applications for settlement vouchers that are rejected including the reasons for rejection of the application, and the total amount paid to the Class Proceedings Fund.

Notice to the Class

18. Cash Money shall assume all the costs of providing notice to the Class of the motion for certification and settlement approval, and, in the event that the settlement is approved, Cash Money will assume all costs of providing

notice to the Class of the certification and settlement approval order, except for those aspects of the notice program that are to be undertaken by Plaintiff's counsel, in accordance with the Notice Program, as approved by the Court.

19. In the event that the settlement is approved, Cash Money shall make Voucher application forms available in a prominent location in each Cash Money store location until the end of the Voucher application period. The Voucher application forms will also be available in PDF format on the website www.cashmoneyclassaction.com.

Opt-out Period

20. In the event that the settlement is approved, there shall be an opt out period of three months from the date of settlement approval, or such other period of time as approved by the Court. Any Class member who validly opts out of the Class proceeding shall be excluded from the Class and may not apply for a Voucher.
21. Opt out forms shall be in the form attached hereto as Schedule E or as otherwise approved by the Court. Cash Money shall make opt out forms available in each Cash Money store location until the end of the opt out period. Opt out forms shall also be available in PDF format on the website www.cashmoneyclassaction.com.

Class Counsel Fees

22. Upon approval of the settlement by the Court, Cash Money will pay to Class counsel the sum of \$380,000.00 plus disbursements and all applicable taxes, or such other amount as approved by the Court, for class counsel's fees and disbursements, and Cash Money will not contest the Class counsel's request for approval of legal fees in the amount of \$380,000.00 plus disbursements and all applicable taxes.

All of which is agreed to effective as of September 10, 2008 by the parties, through their counsel.

Margaret L. Waddell
Paliare Roland Rosenberg Rothstein LLP
Class Counsel

Vincent Genova
Rochon Genova LLP
Lawyers for the Defendant

Schedule A

Cash Money Class Action Settlement

\$50.00 VOUCHER CLAIM FORM

If you obtained a Payday Loan from Cash Money Cheque Cashing Inc. at any time up to and including June 15, 2009 you are eligible for compensation in the form of one (1) \$50.00 voucher redeemable for Payday Loan services offered by Cash Money.

To apply for compensation, complete and sign this form, and submit it to Cash Money, no later than March 15, 2010 You may only submit one (1) Claim Form per person.

Section I – Claimant's Information

Last Name:	First Name:	Middle Name:	
Home Mailing Address:			
City:	Province:	Postal Code:	Date of Birth: ____ / ____ / ____ YYYY MM DD
Home Phone: ()	Work Phone: ()		

Section II – Claimant Eligibility

1. Did you obtain one or more Payday Loans at any Cash Money Cheque Cashing Inc. store location other than in British Columbia?

Yes

No

If you answered YES to questions 1, you are eligible to obtain one (1) Voucher in the amount of \$50.00 as compensation in this Class Action Settlement. You **MUST** complete and submit this Claim Form to Cash Money Cheque Cashing Inc. (either by regular mail, delivery or fax) by no later than **March 15, 2010**.

If your claim is approved, your Voucher will be mailed to you at the address you provided, above.

Section III – Personal Identification Required

If you answered YES to questions 1 and 2 above, you must include with this Claim Form proof of identification, such as a copy of your Driver's License or similar identification.

Section IV – Solemn Declaration

I solemnly declare that all of the information provided by me on this Claim Form is true, correct and complete, and I make this solemn declaration conscientiously believing to be true and with the understanding that the presiding Court has ordered Class Members not to submit a Claim Form which they know contains false or incorrect information, and therefore, if I submit this Claim Form knowing that it contains false or incorrect information, I may be subject to the presiding Court's power to punish for contempt of Court, and I may be subject to prosecution for fraud under sections 380(1) and 381 of the *Criminal Code of Canada*.

Date: ____/____/____ YYYY MM DD	Print Name: _____	Signature: _____
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Section V – Instructions for Completing and Submitting this Claim Form

1. This Claim Form must be received by Cash Money Cheque Cashing Inc. by March 15, 2010. It is your responsibility to ensure that the Claim Form is received by Cash Money Cheque Cashing Inc. by that date.
2. Submit one Claim Form per person to the following address:

Cash Money – Class Action Voucher Application
5155 Spectrum Way
Unit 16
Mississauga, ON
L4W 5A1

or by leaving the completed form with a designated employee at any Cash Money Cheque Cashing Inc. store location other than stores in British Columbia.

If your application form is incomplete, it cannot be processed by Cash Money, and you will not be entitled to receive a voucher. You must ensure that each section of this form is properly completed.

Section VI – Disputing a Rejected Claim

If Cash Money Cheque Cashing Inc. denies your voucher application, it will send you a notice in writing. If you dispute the denial of your application, then you have the right to seek a ruling from an independent Arbiter, at no cost to you. You will have 30 days from the date that Cash Money Cheque Cashing Inc. delivers the notice to you that it has denied your application in order to submit in writing the reasons why you dispute the denial of your application. Your reasons for disputing the denial must be sent to the following address:

BRUNEAU GROUP • GROUPE BRUNEAU
P.O. BOX 20187
390 Rue Rideau Street
Ottawa, ON
K1N 9P4

Attn. Cash Money Dispute Arbiter

The decision of the Arbiter is final and there will be no right of appeal from the decision.

Schedule B

CASH MONEY CHEQUE CASHING INC. PAYDAY LOANS CLASS ACTION NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL
RIGHTS

CLASS MEMBERS:	All persons in Canada, other than British Columbia and Québec, who have taken one or more payday loans from Cash Money Cheque Cashing Inc., and who <u>have not defaulted</u> in repayment of their last payday loan.
1. PURPOSE OF THIS NOTICE:	<p>A class proceeding has been commenced in the Ontario Superior Court of Justice (the "Ontario Court") against Cash Money Cheque Cashing Inc. (the "Defendant")</p> <p>The Plaintiff alleges that the Defendant has charged and received interest at an effective annual rate in excess of 60% in respect of its payday loans, and that the Defendant has been unjustly enriched as a result thereof.</p> <p>A Settlement Agreement has been reached between the Plaintiff and the Defendant. The Settlement Agreement is not an admission of liability on the part of the Defendant, who denies any wrongdoing or liability. The Plaintiff will be seeking certification of this action as a class proceeding, and the Ontario Court's approval of this Settlement at a court hearing on the date referenced, below.</p> <p>Under the terms of the Settlement Agreement, the Defendant will pay a benefit to the Class of up to \$4,750,000.00. In particular, each class member will be entitled to receive \$50.00 by way of a transferable credit voucher. Each class member will be required to complete an application form to receive her or his voucher from the Defendant. In addition, the Defendant will pay to the Ontario Class Proceedings Fund 10% of the value of each voucher that is redeemed. In addition to seeking the Court's approval of the Settlement Agreement, Class Counsel will seek the Courts' approval of legal fees of up to \$380,000.00, plus disbursements and applicable taxes to be paid by the Defendant in addition to the Settlement fund.</p>
2. APPROVAL HEARINGS:	<p>A hearing for the purposes of seeking certification of this action as a class proceeding and approval of the Settlement Agreement has been scheduled for Monday, June 15, 2009 at 10:00 a.m. at the Courthouse, 361 University Ave., Toronto, ON. At that hearing the Ontario Court will determine whether the Settlement Agreement is in the best interests of the Class Members.</p> <p>All written submissions from Class Members will be</p>

considered at this time, as well as any objections to the proposed settlement by Class Members who appear in person. If the Settlement Agreement is approved, the Ontario Court will certify the action as a class proceeding for settlement purposes only, and will determine the fee request of Class Counsel.

If you are a Class Member and you wish to comment on, or make an objection to, the Settlement Agreement by written submissions, they must be delivered to Ontario Class Counsel, at the address listed below, by no later than Wednesday, June 10, 2009. Class Counsel will forward all such submissions to the Ontario Court. Class Members may also comment on or object to the settlement in person at the settlement approval hearing.

Copies of the settlement approval materials will be available for inspection by Class Members on Class Counsel's website at www.cashmoneyclassaction.com. If the Settlement Agreement receives final approval from the Ontario Court, further Notices will be published on the aforementioned websites, in Cash Money stores, and as otherwise directed by the Ontario Court.

3. RELEASE OF CLAIMS AND EFFECT ON OTHER PROCEEDINGS:

If the Settlement Agreement receives the approval of the Ontario Court, all Class Members will be bound by the terms of the Settlement Agreement, unless they "opt out". This means that the Class Member will not be able to bring or maintain any other claim or legal proceeding against the Defendant or any other person released by the Settlement Agreement in relation to the matters alleged in these proceedings. If you opt out, you will not be bound by the terms of the Settlement Agreement, but you will not be eligible for any of the benefits of the Settlement Agreement. This means that you will be barred from making a claim and receiving payment pursuant to the Settlement Agreement.

4. CLASS COUNSEL:

Margaret L. Waddell and Odette Soriano of the law firm of *Paliare Roland LLP*, and Kirk M. Baert of *Koskie Minsky LLP* are Class Counsel. Class Counsel can be reached at Suite 501, 250 University Ave., Toronto, ON, M5H 2E5 or by telephone, at 416-646-4300.

A copy of the Settlement Agreement will be available on the website at www.cashmoneyclassaction.com.

5. INTERPRETATION:

If there is a conflict between the provisions of this Notice and the Settlement Agreement, the terms of the Settlement Agreement will prevail.

Schedule C

PRESS RELEASE

Court Approval to be Sought for CLASS ACTION SETTLEMENT against CASH MONEY CHEQUE CASHING INC.

Toronto, April *, 2009 – A settlement has been reached in the proposed class action brought against payday lender Cash Money Cheque Cashing Inc. in respect of all claims for the payment of excessive interest, other than in the Provinces of British Columbia and Quebec. The settlement has been made without any admission of liability by Cash Money, and remains subject to the approval of the Ontario Superior Court of Justice.

Under the terms of the settlement, every Cash Money payday loan customer who is not in default of repayment of the loan will be entitled to receive a voucher valued at \$50.00 which will be fully transferable, and may be used to pay for any payday loan services provided by Cash Money, including towards repayment of a current outstanding loan, or future loan. A total of \$4,750,000.00 worth of vouchers will be available to be claimed by the class members. To qualify to receive a payment, customers will have to complete a claim form and submit it to Cash Money. If the settlement is approved, the claim forms will be available at any Cash Money location outside of British Columbia.

In addition to the vouchers, Cash Money will pay to the Ontario Class Proceedings fund an amount equivalent to 10% of each redeemed voucher. Class counsel will be seeking court approval for Cash Money to pay their legal fees in the amount of \$380,000.00 plus disbursements and taxes.

The hearing of the motion for certification as a class action and settlement approval will take place on Monday, June 15, 2009 at the Court House, 361 University Avenue, Toronto, ON, at 10 am. Further information regarding the settlement is available at www.cashmoneyclassaction.com.

Schedule D**Cash Money Class Action Settlement****NOTICE OF INCOMPLETE VOUCHER CLAIM FORM**

To: <Insert Name and Address of Applicant>

Your application for a \$50 Voucher has been received by Cash Money Cheque Cashing Inc., and has been determined to be incomplete for the following reason(s):

You have not included your complete name and address (Section I)

You have not confirmed your eligibility for the Voucher (Section II)

You have not provided satisfactory proof of your identity (Section III)

You have not executed the solemn declaration (Section IV)

A copy of your application is therefore being returned to you for completion in full, including the missing information.

You have 30 days from the date of this notice, or 30 days from <insert date of the completion of the Voucher application period> (whichever is longer) to provide Cash Money Cheque Cashing Inc. with a properly completed application form.

If you fail to return the completed application within the time stipulated above, then your application will be deemed to be invalid, and you will have no further rights to apply for a Voucher.

Dated: _____

Cash Money Cheque Cashing Inc.
Class Action Voucher Application
5155 Spectrum Way
Unit 16
Mississauga, ON
L4W 5A1

Schedule E
Opt-Out Form

THIS IS NOT A CLAIM FORM. Completing and returning this Opt-Out Form will **exclude** you from receiving the \$50 Voucher available under the Cash Money Class Action Settlement.

Provide your personal information below so that we may accurately register your decision to opt-out.

Section 1 - YOUR PERSONAL INFORMATION

Last Name: _____ First: _____ Middle: _____ Date of Birth: _____
 Street Address: _____ Apartment: _____ Home Phone No.: _____
 () _____
 City: _____ Province: _____ Postal Code: _____

Agreement and Understanding

I understand that this Class Action is brought on behalf of all persons resident in Canada, excluding British Columbia and Québec, and excluding the Defendant, its officers, directors, or affiliated companies, who obtained one or more payday loans from Cash Money Cheque Cashing Inc. on or before June 15, 2009. I also understand that the Court has approved a settlement of the Class Action.

I understand that if I complete this Form, I am opting-out of the Class Action and the Settlement. I hereby agree to be excluded from the Class Action and from the Settlement.

I also understand that a lawsuit must be commenced within a specified limitation period or it will be legally barred. The certification of this Class Action suspended the running of the limitation period from the date the statement of claim was filed. The limitation period will resume running against me if I opt-out of the Class Action. By opting-out of the Class Action, I take full responsibility for obtaining my own legal advice about the limitation period and for taking all legal steps necessary to protect my claim.

I DO NOT WISH TO PARTICIPATE IN THE CASH MONEY CLASS ACTION SETTLEMENT.

Your Signature: _____ Date: _____ 2009.

Signature of Witness (over 18 years old) to your signature: _____

Print Name of Witness: _____

Address of Witness: _____

IMPORTANT!

Once this Form is fully completed and signed, return it by fax, email, courier or regular mail **no later than September 15, 2009** to the following:

Regular mail or courier: Cash Money Cheque Cashing Inc.
 5155 Spectrum Way
 Unit 16
 Mississauga, ON
 L4W 5A1

* This Form must be clearly postmarked by no later than [insert date] OR received by the claims administrator at the above-noted address no later than 5:00 pm Eastern Standard Time within 5 days of [insert date].