
CERTIFICATION AND SETTLEMENT APPROVAL ORDER

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE P. PERELL)

THURSDAY, THE 15th DAY
OF DECEMBER, 2011



BETWEEN

BRAD MOYLE

Plaintiff

- and -

CASH MONEY CHEQUE CASHING INC. and JOSEPH P. GENOVA

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

ORDER

THIS MOTION made by the Plaintiff for an order certifying this action as a class proceeding for settlement purposes and approving the Minutes of Settlement dated December 9, 2011 was heard on December 15, 2011 at Toronto, Ontario, in the presence of counsel for the parties, ~~with judgment being reserved to this day,~~ ^{VPMP}

ON READING the Plaintiff's motion record, factum and authorities, and the Affidavit of Wray Hawke filed by the Defendants, and on hearing the submissions of counsel for the parties and on being advised that no proposed Class Members have objected to the settlement and that the parties consent to this Order,

1. **THIS COURT ORDERS** that this action is certified as a class proceeding, for purposes of settlement, pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c.6, ss. 2 and 5.

2. **THIS COURT ORDERS** that the Class shall be defined as:
 - i. All persons who obtained one or more Payday Loan(s) from Cash Money in Manitoba between June 16, 2009 and October 17, 2010 ("Manitoba Class Members");

 - ii. All persons who obtained one or more Payday Loan(s) from Cash Money in New Brunswick between June 16, 2009 and the date of certification of this action as a class proceeding ("New Brunswick Class Members");

 - iii. All persons who obtained one or more Payday Loan(s) from Cash Money in Nova Scotia between June 16, 2009 and July 31, 2009 ("Nova Scotia Class Members"); and

 - iv. All persons who obtained one or more Payday Loan(s) from Cash Money in Ontario between June 16, 2009 and December 14, 2009 ("Ontario Class Members").

3. **THIS COURT ORDERS** that Brad Moyle is appointed as the representative plaintiff.
4. **THIS COURT DECLARES** that the causes of action asserted on behalf of the Class are unjust enrichment, and the common law in respect of the unenforceability of illegal contracts.
5. **THIS COURT ORDERS** that the following common issues are certified:
 - (i) Did the payday loans provided by Cash Money during the Class Periods in each province constitute agreements or arrangements for the purpose of the advancing of credit within the meaning of s. 347(2) of the *Criminal Code*?
 - (ii) Did the Interest (consisting of the “service cost”, “default charge”, and “overdue account interest” described in Cash Money’s loan agreement documents (the “Payday Loan Agreements”) charged by Cash Money on payday loans during the Class Period exceed an effective annual interest rate of 60%?
 - (iii) Did Cash Money receive payments of Interest from the Class at rates that exceed an effective annual rate of 60%?
 - (iv) Is the Class entitled to restitution of all or any Interest paid to Cash Money during the Class Period?
 - (v) Did the payments of Interest by the Class Members result in an unjust enrichment of Cash Money?

- (vi) Was Joseph P. Genova unjustly enriched by the amount of remuneration he received during the Class Period?
6. **THIS COURT DECLARES** that the Minutes of Settlement, in their entirety (including the Recitals, the definitions and Schedules) attached hereto as Appendix A, form part of this Order, and that they are binding upon the plaintiff, all Class Members who do not opt out of the action in accordance with the terms of this Order, and upon the Defendants, Joseph P. Genova and Cash Money Cheque Cashing Inc. (together "Cash Money") and Cash Money's past or present employees, officers, directors, agents or affiliated companies; and that the terms defined in the Minutes of Settlement shall have the same definitions in this Order.
7. **THIS COURT DECLARES** that the Minutes of Settlement dated December 9, 2011 are fair, reasonable and in the best interests of the Class, and they are approved pursuant to s. 29 of the *Class Proceedings Act, 1992*.
8. **THIS COURT ORDERS** that Epiq Systems Inc. (the "Administrator") is appointed to administer the terms of the Minutes of Settlement with respect to the distribution of vouchers, notices and the cash portion of the Settlement Fund to the Class Members, and receipt of opt-out elections and it shall do so as an agent of this Court, and to that end, the Administrator shall provide to the Court and to Cash Money and Class Counsel a full accounting of all opt-outs and all the amounts paid to Class Members, and the amounts to be credited to any

Class Members' overdue accounts in respect of their entitlement under this settlement by ~~<date>~~ ^{September 19, 2012.} ✓ PMP.

9. **THIS COURT ORDERS** that Cash Money shall report to the Court by way of affidavit confirming that the appropriate credits have been made to each such Class Member's account in respect of the Distribution Protocol, as defined and set out in the Minutes of Settlement.

10. **THIS COURT ORDERS** that any Class Member seeking cash compensation in accordance with the Minutes of Settlement shall deliver a Claim Form to the Administrator in accordance with paragraph 13 of the Minutes of Settlement, and that the deadline for filing Claim Forms, being the last day of the Claim Period, is ~~<date - 6 months after the Effective Date, as defined in the Minutes of Settlement>~~ ^{July 16, 2012.} ✓ PMP.

11. **THIS COURT ORDERS** that Laura Bruneau of Bruneau Group Ltd. is appointed as the Arbitrator with the power to make a final and binding determination of any disputes arising from the rejection of any individual's application for a portion of the Settlement Fund, or the application of any such amount towards an outstanding account with Cash Money, and the decision of the Independent Arbitrator shall be final and binding, and there shall be no appeal rights therefrom.

12. **THIS COURT ORDERS** that the Arbitrator 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.
13. **THIS COURT ORDERS** that no person may bring any action or take any proceedings against the Administrator or the Arbitrator, or any of their employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Minutes of Settlement, the administration of the settlement terms, or the decisions of the Administrator or the Arbitrator, except with leave of the Court.
14. **THIS COURT ORDERS** that the Court shall supervise the implementation of the terms of Settlement, the execution of this Order, and the administration, operation, and distribution of the Settlement. Without limiting the generality of the foregoing, the Court may issue orders in such form as are necessary to implement and enforce the provisions of the Settlement and this Order.
15. **THIS COURT ORDERS** that Notice of Certification and Settlement Approval shall be distributed and/or published in accordance with the terms of the Minutes of Settlement, and that the mailing of the Notice, posting of the Notice in Cash Money stores, and publication of the Notice on the website www.paliareroland.com/cashmoney.asp shall take place no later than 30 days after the Effective Date.

16. **THIS COURT DECLARES** that the publication of the Notice in accordance with the terms of the Minutes of Settlement satisfies the requirements of s. 19 of the *Class Proceedings Act, 1992*.
17. **THIS COURT ORDERS** that Class Members may opt out of this Class Action and the Settlement by sending notice by mail or email to the Claims Administrator, including their name, address, and signature by ~~date~~ ^{March 15, 2012}, being 3 ^{✓PMP} months from the date hereof (the "Opt Out Deadline") and that an opt out shall only be valid and enforceable if it is received by the Claims Administrator no later than 5:00 p.m. on the Opt Out Deadline.
18. **THIS COURT ORDERS** that no Class Members may opt out after the expiration of the Opt Out Deadline.
19. **THIS COURT ORDERS** that, subject to any further order of this Court, Claim Forms or notification of opt outs delivered after the dates stipulated in this Order shall be null and void and of no force or effect.
20. **THIS COURT ORDERS** that the fees and disbursements of Class Counsel are fixed at \$125,000.00 plus HST in fees and \$2,713.22 plus HST in disbursements, and such amounts shall be paid from the cash portion of the Settlement Fund.
21. **THIS COURT DECLARES** that InCharge Debt Solutions Canada ("InCharge") shall be the *cy-pres* donee and authorizes the Administrator to donate to InCharge any part of the Settlement Fund that remains undistributed after the

Appendix A

Court File No. 11-428100-00 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BRAD MOYLE

Plaintiff

- and -

CASH MONEY CHEQUE CASHING INC. and JOSEPH P. GENOVA

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

**MINUTES OF SETTLEMENT
Dated December 8, 2011**

This Settlement Agreement is made and entered into this day, by and between Cash Money Cheque Cashing Inc., and Joseph P. Genova (together, "Cash Money") and the Plaintiff, who is acting as the intended class representative on behalf of himself and all other Class Members as defined herein (the "Settlement Agreement").

Recitals:

WHEREAS an action bearing court file number 11-428100CP (the "Action") has been commenced in the Ontario Superior Court of Justice alleging, *inter alia*, that Cash Money has been unjustly enriched because it charged and received interest in excess of an effective annual rate of 60% in respect of the payday loans it provided to its customers, contrary to s. 347 of the Criminal Code of Canada (the "Pay Day Loans"), from the date following certification and settlement approval of a prior class proceeding commenced against Cash

Money, and up until the time that the Provinces of Manitoba, Ontario and Nova Scotia passed regulations to regulate the payday lending industry, and up to the date of certification of this action as a class proceeding in respect of Cash Money's operations in the province of New Brunswick;

AND WHEREAS, for the purposes of facilitating court approval of this Settlement Agreement, Cash Money does not oppose certification of this Action as a class proceeding;

AND WHEREAS Cash Money does not admit any allegation of unlawful conduct alleged or to be alleged in the Action, or at all, and would assert a number of defences to the Plaintiff's claims if the Action proceeded further as against it;

AND WHEREAS, despite its belief that it is not liable in respect of the claims as alleged in the Action and that it has good defences thereto, Cash Money is entering into these Minutes of Settlement to avoid the further expense, inconvenience, and burden of this Action and any other present or future litigation arising out of the facts and circumstances alleged in the Action, and otherwise in respect of all Released Claims and to achieve full and final resolution of all Claims asserted or which could have been asserted against it by the Plaintiff on his own behalf and on behalf of the Classes, and to avoid the risks inherent in uncertain, complex and protracted litigation, and thereby to put to rest this controversy;

AND WHEREAS the Plaintiff has agreed to enter into this Settlement Agreement, in part, because of the value of the Settlement Amount to be paid by Cash Money under this Settlement Agreement and, as well as because of (i) the attendant risks of litigation in light of the potential defences that may be asserted by Cash Money, and (ii) the desirability of permitting the settlement to be consummated as provided by the terms of this Settlement Agreement;

AND WHEREAS arm's-length settlement negotiations have taken place between counsel for Cash Money and counsel for the Plaintiff, including disclosure of the Defendants' confidential financial information to counsel for the Plaintiff, and these Minutes of Settlement, which embody all of the terms and conditions of the settlement between Cash Money and Plaintiff, both individually and on behalf of the Class, have been reached as a result of those negotiations, subject to approval of the Court;

AND WHEREAS the Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiff's claims, having regard to the burdens and expense in prosecuting the Action, including the delays, risks and uncertainties associated with trials and appeals, the Plaintiff and Class Counsel have concluded that a settlement with Cash Money according to the terms set forth herein is fair, reasonable and in the best interests of the Plaintiff and the Class;

AND WHEREAS the Plaintiff and Cash Money therefore wish to, and hereby do, subject to the Court's approval, for purposes of all jurisdictions in relation to which the Action is brought, and on behalf of all the Class and the Plaintiff, and without any admission of liability by Cash Money, fully and finally resolve all of the Action as against Cash Money;

NOW THEREFORE, in consideration of the covenants, promises, mutual promises, agreements and releases set forth herein, the receipt and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, **IT IS HEREBY AGREED** by and among the Plaintiff and Cash Money that the Action shall be settled and dismissed with prejudice as to Cash Money, without costs as to the Plaintiff, the Class or Cash Money, subject to the approval of the Court and on the terms and conditions of these Minutes of Settlement, as follows:

Definitions

For the purpose of these Minutes of Settlement only, including the Recitals hereto:

Arbitrator means the arbitrator appointed jointly by Class Counsel and Cash Money to determine any appeals made in writing from any decision of the Claims Administrator to credit any amount payable to a Class Member from the Settlement Fund against amounts owing by the Class Member to Cash Money in respect of any overdue account as of the end of the claim period.

Approval Order means an order of the Court approving these Minutes of Settlement.

Challenge means the review by the Arbitrator of the Claims Administrator's decision, and is restricted to a determination of the correctness of the Claims Administrator's decision.

Claims means any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, legal and lawyers' fees, costs, expenses, penalties, debts, liabilities, judgments, or remedies, whether equitable or legal, and whether class, individual, or otherwise.

Claims Administrator means Epiq Systems, Inc., if approved by the Court, to administer the Settlement Fund in accordance with the provisions of these Minutes of Settlement, and any employees of such firm.

Claim Period means the period during which the Claims Administrator shall accept claims forms from the Class. The Claim Period shall run for a period of 183 days (6 months) after the Effective Date.

Class means all customers of Cash Money Cheque Cashing Inc., who obtained Pay Day loans in the following provinces during the times set out below:

- (a) Manitoba: June 16, 2009 up to and including October 17, 2010;
- (b) New Brunswick: June 16, 2009 up to and including the date of certification of this Action as a class proceeding;
- (c) Nova Scotia: June 16, 2009 up to and including July 31, 2009; and,
- (d) Ontario: June 16, 2009 up to and including December 14, 2009.

Excluded from the Class are the Defendants and their respective, subsidiaries, affiliates, officers and directors, as well as any persons who validly and timely opt out of the Action in accordance with the Approval Order.

Class Counsel means Paliare Roland LLP.

Court means the Ontario Superior Court of Justice.

Distribution Protocol means the plan for distributing the Settlement Fund to Class Members as described below, and as approved by the Court.

Effective Date means (i) the date upon which the ability to appeal from the Approval Order has expired without any appeal being taken, namely, thirty (30) days after the granting of the Approval Order; or (ii) if any appeals have been taken from the Approval Order, the date upon which all such appeals are concluded by way of a Final order or judgment. For the purposes of this paragraph, an "appeal" shall not include any appeal that concerns only the issue of Class Counsel's fees and disbursements, or the Distribution Protocol.

Minutes of Settlement means this Settlement Agreement, including the recitals.

Notice of Certification and Settlement Approval means the Court-approved Notice informing the Class of the certification of the Action as against Cash Money for the purposes of settlement and of the approval of these Minutes of Settlement.

Released Claims means any Claims that the Releasing Parties, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct in Manitoba, Ontario, New Brunswick and Nova Scotia, from June 16, 2009 to the dates referenced above, in respect of Cash Money making payday loans to the Class and charging or receiving interest in contravention of s. 347 of the *Criminal Code*, and to any conduct alleged (or which could have been alleged) in the Action.

Released Parties means, jointly and severally, individually and collectively, Joseph P. Genova and Cash Money Cheque Cashing Inc. and all of its present and former, direct and indirect, predecessors, successors, parents, subsidiaries, divisions, departments, affiliates, heirs, executors, administrators, and any and all past, present, and future officers, directors, stockholders, partners, agents, representatives, lawyers, and assignees. As used in this definition, "affiliates" means entities controlling, controlled by, or under common control with any of the Released Parties.

Releasing Parties means, jointly and severally, individually and collectively, the Plaintiff and the Class Members, on behalf of themselves and any person or entity claiming by or through them as an heir, administrator, devisee, predecessor, successor, executor, or trustee.

Settlement Amount means the sum of one million, three hundred, fifty thousand Canadian dollars (Cdn \$1,350,000) in cash, and the total value of the vouchers to be provided to the Class, which totals approximately one million, four hundred and thirty-five thousand Canadian dollars (\$1,435,000).

Settlement Fund means the escrow account established hereunder, including all monies held therein in accordance with the terms of these Minutes of Settlement. The Settlement Fund shall be maintained in Canadian currency, and distributed in accordance with the Distribution Protocol as approved by the Court.

Terms of Settlement:**Certification of the Class Action**

1. The Defendants will consent to certification of this action as a class proceeding for the limited purpose of effecting this Settlement Agreement.
2. The Class shall be defined as:
 - i. All persons who obtained one or more Payday Loan(s) from Cash Money in Manitoba between June 16, 2009 and October 17, 2010 ("Manitoba Class Members");
 - ii. All persons who obtained one or more Payday Loan(s) from Cash Money in New Brunswick between June 16, 2009 and the date of certification of this Action as a class proceeding ("New Brunswick Class Members");
 - iii. All persons who obtained one or more Payday Loan(s) from Cash Money in Nova Scotia between June 16, 2009 and July 31, 2009 ("Nova Scotia Class Members"); and
 - iv. All persons who obtained one or more Payday Loan(s) from Cash Money in Ontario between June 16, 2009 and December 14, 2009 ("Ontario Class Members");

Effect of the Settlement Agreement

3. Upon the completion of the terms of these Minutes of Settlement, the Released Parties shall be fully and finally released from the Class' claims in respect of the Released Claims, and the Action shall be dismissed, without costs.

Notice and Notice Costs

4. Cash Money shall be responsible for paying all the costs of the administration of this settlement, including all costs of the Claims Administrator and the independent Arbitrator, all printing and mailing costs, and all costs in respect of publication of the Notice of Certification and Settlement Approval, except for those costs incurred by the Plaintiff to publish the Notice of Certification and Settlement Approval and claims forms on Class Counsel's website.
5. Within 10 days after the granting of the Approval Order, Cash Money shall provide to the Claims Administrator and to Class Counsel a list of all Class Members that includes their names and last known addresses.
6. The Claims Administrator shall, within 30 days of the Approval Order, deliver to the Lawyers for Cash Money, in envelopes that are addressed, stuffed, sealed and ready for delivery by ordinary prepaid mail addressed to the last known address for each Class Member:
 - a. the Notice of Certification and Settlement Approval in the form attached hereto as Schedule A, or as otherwise approved by the Court;
 - b. a Claim Form in the form attached hereto as Schedule B, or as otherwise approved by the Court; and,
 - c. one (1) voucher in the amount of \$35, which will have the following terms attached to it:
 - i. The voucher may only be used in connection with a single transaction at any Cash Money location in Canada, and may not be used in combination with any other vouchers or coupons, and cannot be redeemed for cash;
 - ii. The voucher may be used to pay down (in whole or part) any outstanding amount owing by a Class Member to Cash

Money, or it may be used in respect of any future service obtained by the Class Member from Cash Money;

- iii. The vouchers shall be fully transferable;
 - iv. The vouchers shall be valid for 24 months from the date of the Approval Order; and,
 - v. The vouchers will be valid and accepted by Cash Money until their expiry date.
- d. A voucher will be delivered to the last known address for each Class Member, regardless of whether their account with Cash Money is in good standing or not.
7. The Lawyers for Cash Money shall mail the aforesaid Notice, claim form and voucher to the last known address for every Class Member. Class Counsel will audit the mailing process.
 8. Cash Money shall also post the Notice of Certification and Settlement Approval in a poster-sized format in a prominent, unobstructed location (i.e. a location such as the front window) in each Cash Money store in Manitoba, Ontario, New Brunswick and Nova Scotia until the expiry of the Claim Period.
 9. Class Counsel will post the Notice on its website, www.paliareroland.com/cashmoney.asp

The Settlement Benefits

10. Within 15 days after the Effective Date, Cash Money shall provide to the Claims Administrator and to Class Counsel a list of Class Members that sets out the amount of any arrears owing to Cash Money on any Payday Loans as of the date of the Approval Order.
11. Cash Money shall provide to the Claims Administrator and to Class Counsel an updated list of Class Members' arrears on Pay Day Loans

within 10 days after the expiry of the Claim Period that sets out the then current amounts owing to Cash Money by any Class Member on any overdue Pay Day Loans.

12. Cash Money shall pay the cash portion of the Settlement Amount in the amount of \$1,350,000 into the Settlement Fund. The Settlement Fund will be paid to Class Counsel, in trust, to be held by them until the Effective Date, at which time the Settlement Fund, less Class Counsel's fees as approved by the Court, will be paid to the Claims Administrator, to be held in an interest bearing account for the benefit of the Class until the Distribution Protocol has been completed.
13. To apply to receive a portion of the Settlement Fund, each Class Member must complete a Claim Form online at the site created by the Claims Administrator, or mail a paper copy of the completed Claim Form to the Claims Administrator on or before the expiry of the Claim Period. The Claim Form shall include:
 - a. the full name, telephone number and current address of the Class Member;
 - b. a declaration that the Class Member is or was a payday loan customer of Cash Money during the Class Period; and,
 - c. proof of identity, which shall be a copy of one piece of government issued identification that includes a photograph of the Class Member, such as a copy of a driver's license.

Settlement Fund Distribution Protocol

14. The Settlement Fund shall be distributed in accordance with the following Distribution Protocol:
 - a. Class Counsel shall deduct from the Settlement Fund and shall be paid their fees, disbursements and applicable taxes, as approved by the Court;

- b. Immediately after the Effective Date, the balance of the Settlement Fund shall be paid by Class Counsel to the Claims Administrator, who shall, at the end of the Claim Period, distribute the Settlement Fund to those Class Members who have filed a valid claim form, in accordance with the terms set forth below;
- c. Each Class Member will be entitled to apply for and receive up to \$250.00 in cash or credit against any overdue account from the Settlement Fund;
- d. The Settlement Fund will be distributed to all Class Members who have delivered a valid Claim Form to the Claims Administrator on or before the end of the Claim Period on the following basis:
 - i. No Class Member shall be paid or credited more than \$250;
 - ii. Following the expiry of the Claim Period, the Settlement Fund will be distributed to the Class Members on a *pro-rata* basis, subject to the \$250 cap;
 - iii. If any Class Member has an outstanding amount owing to Cash Money as of the end of the Claim Period, as evidenced in Cash Money's records provided to the Claims Administrator, then the amount otherwise payable to the Class Member from the distribution from the Settlement Fund shall be deducted from the amount owing to Cash Money.
 - 1. However, if the amount owing to Cash Money relates to any Pay Day Loan taken by the Class Member during the Class Period referenced in paragraph 2, above, then the amount of interest charged by Cash Money that exceeded an effective annual rate of 60% shall be excluded from the total outstanding amount owing to Cash Money.
 - 2. If the amount owing to Cash Money is less than the total amount payable to the Class Member under the

settlement Distribution, then the Class Member shall be paid the balance payable, and their account with Cash Money shall be credited with the amount that would otherwise have been payable to the Class Member on the *pro-rata* Distribution. If the amount owing to Cash Money is greater than the total amount payable to the Class Member under the settlement Distribution, then no payment from the Settlement Fund shall be received directly by the Class Member, but his or her account with Cash Money shall be credited in the amount that would otherwise have been payable to the Class Member on the *pro-rata* Distribution.

- iv. The Claims Administrator shall provide an accounting and explanation to each Class Member who, according to Cash Money's records, had an overdue account as of the end of the claim period. The accounting and explanation will detail:
 1. the amount Cash Money's records show as owing to them;
 2. the amount of the credit applied against the amount owing to Cash Money;
 3. the amount, if any, that will be paid to the Class Member in cash from the Settlement Fund; and,
 4. the right of the Class Member to appeal from the Claims Administrator's decision, if the Class Member believes that no amount or a lesser amount is owing to Cash Money.
- v. In the event that, after the *pro-rata* distribution of the Settlement Fund has been completed, any part of the Settlement Fund remains undistributed, the remaining portion of the Settlement Fund shall be donated to a not for

profit credit counseling organization, to be selected by the parties and approved by the court.

- vi. Each Class Member who has all or part of the amount payable to them from the Settlement Fund credited to their overdue account shall have the right to appeal the Claims Administrator's decision to apply the Settlement Funds to an overdue account. The appeal shall be made in writing with supporting documentation, and directed to the independent Arbitrator. Cash Money shall have the opportunity to respond in writing with supporting documentation. If the Class Member establishes to the satisfaction of the independent Arbitrator that a lesser or no amount was owing to Cash Money as of the end of the claim period, then Cash Money shall correct the Class Member's account, and shall pay the Class Member the total amount that would otherwise have been payable to the Class Member from the Settlement Fund. The amount paid to a Class Member who has been successful on appeal shall be paid directly by Cash Money within 15 days of the decision being rendered by the Arbitrator.
 - vii. The independent Arbitrator shall report to the Court by way of affidavit with respect to his or her findings on any appeal;
 - viii. Cash Money shall report to the Court by way of affidavit to confirm that it has complied with its payment obligations flowing from any successful appeal, on a monthly basis.
15. The Claims Administrator shall provide to Cash Money and to the Court a full accounting of the amounts paid to Class Members, and the amounts to be credited to any Class Members' overdue accounts in respect of their entitlement under this settlement. Cash Money shall file with the Court an affidavit confirming that the appropriate credits have been made to each such Class Member's account.

Administration

16. The Claims Administrator shall be responsible for administering the settlement in accordance with the Distribution Protocol set forth above, subject to the supervision of the Court.
17. If the Claims Administrator receives an incomplete Claim Form, it shall immediately notify the Class Member in writing (either by email or post) that the form is incomplete in the form attached hereto as Schedule C, and the applicant shall have until 30 days after the Notice of Incomplete Claim Form is sent by the Claims Administrator or 30 days after the Claim Period (whichever is longer) to provide the Claims Administrator with a complete Claim Form. Any Claim Forms that remain incomplete after the longer of the aforesaid dates shall be deemed to be invalid, and the Class Member shall have no further rights to apply to participate in the settlement.
18. If the Claims Administrator rejects any Claim Form on the basis that the applicant is not a Class Member or otherwise is ineligible to participate in the settlement, it shall provide written notice to the applicant fully detailing the reason for the rejection of the Claim Form, and advising the applicant that she or he may dispute the rejection of the application by making written submissions with supporting documentation to the Arbitrator within 30 days of the date that the notice of the rejection of the Claim Form is delivered to the applicant by the Administrator.
19. If the applicant does not deliver written submissions to the Arbitrator within 15 days of the date that the notice of the rejection of the application is delivered to the applicant by the Administrator, then the application shall be deemed to be invalid.
20. The Arbitrator shall provide Cash Money with a copy of any appeals received from Class Members with respect to any appeals regarding the application of the Settlement Funds, or from applicants whose claims have been rejected. Cash Money shall have 15 days to either pay the claim or

deliver any responding submissions with supporting documentation. The Arbitrator shall render his or her decision within 30 days of receipt of Cash Money's responding submissions, if any.

Opting Out

21. The Claim Forms and instructions for opting out will be made available on Class Counsel's website www.paliareroland.com/cashmoney.asp
22. In the event that the settlement is approved, there shall be an opt out period of three months from the date of the Approval Order, or such other period of time as approved by the Court.
23. Any Class Member who validly opts out of the Class proceeding shall be excluded from the Class and may not apply to participate in the settlement.
24. A Class Member may opt out by sending written notice by mail or email to the Claims Administrator, including their name, address, and signature.

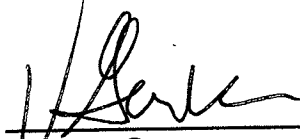
Class Counsel Fees

25. Upon approval of the settlement by the Court, Class Counsel's fees disbursements and applicable taxes, as approved by the Court shall be paid from the cash portion of the Settlement Fund. Cash Money will not contest the Class Counsel's request for approval of its legal fees in the amount of \$125,000.00 plus disbursements and all applicable taxes.

All of which is agreed this 9th day of December, 2011 by the parties, through their counsel.



Margaret L. Waddell
Paliare Roland Rosenberg Rothstein LLP
Class Counsel



Vincent Genova
Rochon Genova LLP
Lawyers for the
Defendants

Schedule A

IMPORTANT NOTICE

for: PAYDAY LOANS CUSTOMERS of CASH MONEY CHEQUE CASHING INC.

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

Who this Notice is for: (the Class)	<p>All payday loan customers of Cash Money Cheque Cashing Inc., who obtained payday loans in the following provinces during the times set out below:</p> <ul style="list-style-type: none"> • Manitoba: from June 16, 2009 up to and including October 17, 2010 • New Brunswick: from June 16, 2009 up to and including <date> • Nova Scotia: from June 16, 2009 up to and including July 31, 2009 • Ontario: from June 16, 2009 up to and including December 14, 2009 <p>(the "Class Members") There are approximately 41,000 Class Members.</p>
PURPOSE OF THIS NOTICE:	<p>To inform the Class Members that an action commenced in the Ontario Superior Court of Justice by Brad Moyle against Cash Money Cheque Cashing Inc. and Joseph P. Genova (together, referred to as "Cash Money") has been certified as a class proceeding, and a settlement of that class action has been approved by the Court.</p>
The Claim	<p>The claim alleges that, during the above time periods, Cash Money charged and received interest at an effective annual rate in excess of 60%, which exceeded the maximum interest rate permitted at law, and therefore Cash Money has been unjustly enriched, and should repay to the Class Members the excess interest it received.</p>
The Settlement	<p>A Settlement has been reached between the Plaintiff and Cash Money, and has been approved by the Court.</p> <p>Under the terms of the Settlement Agreement, Cash Money will pay \$1,350,000 into a Settlement Fund, which will be distributed pro rata among all Class Members who complete a valid claim form. The amount of the payment to any Class Member will depend upon the total number of claims received by the claims administrator, as well as any outstanding principal and/or legal interest owing to Cash Money by the claiming Class Member. The maximum amount payable to any Class Member will be \$250.</p>
How to Participate	<p>Cash Money will also provide each Class Member with a \$35 voucher, that will be redeemable against any outstanding amounts owing to Cash Money, or that may be applied towards future services from Cash Money. If redeemed, the vouchers have a combined value of approximately \$1,470,000.</p>
	<p>The Settlement Agreement is not an admission of liability on the part of Cash Money. If the action was to proceed, Cash Money would raise defences about</p>

whether the interest was excessive, and would claim set-offs for overdue loans owing to it.

A \$35 voucher and a claim form will be mailed to all Class Members.

In order to participate in the cash portion of the settlement, you must fill out the claim form and submit it to the address on the form no later than <DATE>.

If you do not submit a claim form, you will not receive a payment. No claim forms will be accepted after <DATE>.

If you do not receive a claim form in the mail and you believe you are part of the class, or if you received a claim form but prefer to submit your application online, you may fill out the form online at <administrator website>.

Class Counsel's Fees

The Court has approved Class Counsel's fees in the total amount of \$•, plus \$• for disbursements and applicable taxes. The fees are to be paid from the cash portion of the Settlement Fund. Class Members are not responsible for paying any part of Class Counsel's fees directly. These amounts will compensate Class Counsel for their efforts in prosecuting this case and for their out-of-pocket expenses.

RELEASE OF CLAIMS AND EFFECT ON OTHER PROCEEDINGS:

All Class Members will be bound by the terms of the Certification and Settlement Approval Order, unless they "opt out".

If a class member does not opt out, he or she will not be able to bring or maintain or participate in any other claim or legal proceeding against Cash Money or any other person released by the Settlement Agreement in relation to the matters alleged in the Ontario proceedings, including another proposed class action pending in Alberta in which the plaintiff is requesting that the class action be certified on behalf of all the proposed Class members in the Ontario Action.

If you decide to 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.

If you do not wish to be bound by the certification of this action as a class proceeding, and do not wish to participate in the settlement, you must send a written opt out notice to:

<insert address of Claims Administrator>

How to Opt Out:

Your opt out notice must be received by the Claims Administrator by no later than <date>, or it will not be valid, and you will be bound by the terms of the Settlement Agreement.

Do Not Opt Out if you want to Participate in the Settlement.

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 Statement of Claim, the Settlement Agreement and the Claim Form will be posted on the website at
www.paliarerland.com/cashmoney.asp

Claims Administrator: Inquiries about your claim should be made to the Claims Administrator at:
<insert address of Claims Administrator>

Inquiries about the status of your claim should NOT be directed to Class Counsel.

RELATED ACTION: An action has been brought in Alberta which seeks to certify a class action including the same class members, and seeks damages for the same class period: *Efthimiou v. Cash Money Cheque Cashing Inc. and Joseph P. Genova*. That action has not been certified, and is being defended by Cash Money.

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

PUBLICATION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE

Schedule B
Cash Money Class Action Settlement
CLAIM FORM

If you obtained a Payday Loan from Cash Money Cheque Cashing Inc.:

- (i) in Manitoba between June 16, 2009 and October 17, 2010;
- (ii) in New Brunswick any time on or after June 16, 2009 up to <insert date of certification>;
- (iii) in Nova Scotia between June 16, 2009 and July 31, 2009; or
- (iv) in Ontario between June 16, 2009 and December 14, 2009

you are eligible to participate in this settlement

The amount of compensation each Class Member will receive is determined by the total number of Class Members who file a valid claim form on or before <insert end of Claim Period>. The maximum amount of compensation any Class Member may receive is \$250.

To apply for compensation, complete and sign this form, and submit it to [address of Claims Administrator], no later than <date>. 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 in:

Manitoba, between June 16, 2009 and October 17, 2010

New Brunswick, between June 16, 2009 and December , 2011

Nova Scotia, between June 16, 2009 and July 31, 2009

Ontario, between June 16, 2009 and December 14, 2009

2. Did you repay each of your Payday Loans in full?

Yes

No

If you answered YES to questions 1 and 2, you are eligible to obtain up to \$250.00 as compensation in this Class Action Settlement.

If you did not repay all of your Payday Loans in full as of <insert Effective Date>, then the amount that you would otherwise be eligible to receive under this settlement will be credited against your outstanding amount owing to Cash Money.

To be eligible to participate in this settlement you MUST complete and submit this Claim Form (either by regular mail, delivery or fax) by no later than <end of Claim Period>.

If your claim is approved, a cheque will be mailed to you at the address you provided, above, or the amount will be credited to your outstanding account at Cash Money.

Section III – Personal Identification Required

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:

Section V – Instructions for Completing and Submitting this Claim Form

1. This Claim Form must be received by the Administrator, **Epiq Systems Inc.** by **<Claim Period>**. It is your responsibility to ensure that the Claim Form is received by **Epiq Systems Inc.** by **<Claim Period>**.
2. Submit one Claim Form per person, with supporting personal identification, to the following address:

<address>

<fax no.>

<email address>

Section VI – Disputing a Rejected Claim

If the Claims Administrator denies your claim, it will send you a notice in writing. If you dispute the denial of your application, then you have the right to appeal. You will have 15 days from the date that the Claims Administrator 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: **[insert address for Arbitrator]**

The decision of the Arbitrator on appeal is final and there will be no right of appeal from that decision.

Schedule C
Cash Money Class Action Settlement
NOTICE OF INCOMPLETE CLAIM FORM

To: <Insert Name and Address of Applicant>

Your application to participate in the Cash Money Class Action Settlement has been received by the Claims Administrator, 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 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 Application deadline> (whichever is longer) to provide the Claims Administrator, Epiq Systems 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 participate in the settlement.

Dated: _____

<Insert administrator address>

BLAD MOYLE

Plaintiff

-and-

**CASH MONEY CHEQUE CASHING INC. and JOSEPH P.
GENOVA**
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO**

ORDER

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Lawyers for the Plaintiff