

ONTARIO
SUPERIOR COURT OF JUSTICE,

✓ Wednesday, the 9th

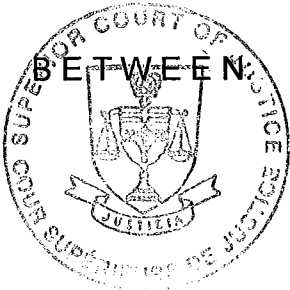
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THE HONOURABLE)

MONDAY THE 7TH DAY

JUSTICE G. STRATHY)

OF FEBRUARY, 2011



KENNETH D. MORTILLARO

Plaintiff

- and -

UNICASH FRANCHISING INC. carrying on business as
UNICASH FINANCIAL CENTRES, and
PLANINVEST CONSULTING LIMITED, carrying on business as UNICASH

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 settlement agreement was reached between the parties was heard ^{✓ Feb. 07, 2011 ✓} ~~the day~~ at Toronto, Ontario. al

ON READING the plaintiff's motion record, factum and book of authorities, and on hearing the submissions of counsel for the parties and on being advised that the parties consent to this order,

1. **THIS COURT DECLARES** that the notice to the Class advising of the date of the hearing of this motion for certification and settlement approval is satisfactory and sufficient;
2. **THIS COURT ORDERS** that this action is certified as a class proceeding pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;
3. **THIS COURT ORDERS** that the Class shall be defined as:

“All persons in Canada who have entered into payday loans with Planinvest Consulting Limited, carrying on business as Unicash (“Unicash”), and who have paid or been charged interest on a payday loan from Unicash”;
4. **THIS COURT ORDERS** that Kenneth Mortillaro is appointed as the Representative Plaintiff;
5. **THIS COURT ORDERS** that this proceeding is certified on the basis of the following common issues:
 - i. Did the payday loans provided by Unicash 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 charged by Unicash exceed an effective annual interest rate of 60%?
- iii. Did Unicash 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 Unicash during the class period?
- v. Did the payments of interest by the Class Members result in an unjust enrichment of Unicash?

6. **THIS COURT DECLARES** that the Settlement Agreement, in its entirety attached hereto as Schedule A, forms part of this Order, and that it is binding upon the Plaintiff, upon all Class Members who do not opt out of the action in accordance with this Order, and upon the Defendants and their officers, directors, or affiliated companies; and that the terms defined in the Settlement Agreement shall have the same definitions in this Order;
7. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class, and it is approved pursuant to s. 29 of the *Class Proceedings Act, 1992*;
8. **THIS COURT ORDERS** that the Court shall supervise the implementation of the 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;

9. **THIS COURT ORDERS** that notice of certification and settlement approval shall be given to the members of the Class by means of Class Counsel posting a notice at www.unicashclassaction.com and publishing that notice for one day in each of the Toronto *Sunday Sun* and *Metro* newspapers, to take place no later than 15 days after the date hereof (the "Notice");
10. **THIS COURT ORDERS** that the notice of certification and settlement shall be in the form set out in Schedule B hereto, with the addition of a term that the court's order and reasons are available at www.unicashclassaction.com;
11. **THIS COURT DECLARES** that the publication of the Notice in this manner satisfies the requirements of s. 19 of the *Class Proceedings Act, 1992*;
12. **THIS COURT ORDERS** that Class Members may opt out of this Class Action by sending a written election to opt out by mail or courier to:
- Unicash Class Action – Opt Out
250 University Avenue
Suite 501
Toronto, ON M5H 3E5
13. **THIS COURT ORDERS** that members of the Class who elect to opt out of this class proceeding must do so on or before May 9, 2011 (the "Opt Out Deadline") otherwise they shall be deemed to be bound by the terms of the settlement agreement, and no Class Member may opt out of this class proceeding after the Opt Out Deadline;

14. **THIS COURT ORDERS** that within two weeks of the Opt Out Deadline, Class Counsel shall report to the Court the names of all persons who have opted out of this class proceeding;
15. **THIS COURT ORDERS** that the fees and disbursements of Class Counsel are fixed at \$55,000.00 plus applicable tax of \$3,205.52 and disbursements in the amount of \$23,147.56, inclusive of taxes. Such fees shall be paid from the settlement proceeds in accordance with the Settlement Agreement;
16. **THIS COURT ORDERS** that the Plaintiff may be paid a total of \$1,000.00 from the fees paid to Class Counsel and that the total benefit to the Plaintiff in the amount of \$1,000.00 is fair compensation for the work he has performed in prosecuting this action for the benefit of the Class;
17. **THIS COURT ORDERS** that this Court shall retain jurisdiction over the administration of the settlement approved herein, and that any interested party may apply to this Court for further directions in respect thereof.
18. **THIS COURT ORDERS** that upon completion of the terms of the Settlement Agreement, this action shall be dismissed, without costs.



Deputy Registrar

C. CHIBA

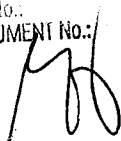
REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER ADJOINT, COUR SUPÉRIEURE DE JUSTICE

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ENTERED AT/INSCRIT À TORONTO
ON/BOOK No.:
LE/DANS LE REGISTRE No.:

FEB 24 2011

AS DOCUMENT No.:
À TITRE DE DOCUMENT No.:
PER/PAR:



SCHEDULE A

Court File No. 03-CV-257364 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KENNETH D. MORTILLARO

Plaintiff

- and -

**UNICASH FRANCHISING, carrying on business as
UNICASH FINANCIAL CENTRES, and
PLANINVEST CONSULTING LIMITED, carrying on business as UNICASH**

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992***OFFER TO SETTLE**

The Defendants offer to settle this action on the following basis, subject to the approval of the Court:

1. The Defendants, or one of them ("Unicash"), shall pay a total of \$155,000 (the "Settlement Fund"), within 10 days of the date of acceptance of this offer, which shall be held by Paliare Roland LLP in a separate interest bearing trust account until final approval of this settlement by the Court.
2. The costs of notice of the fairness hearing and notice to the Class Members of the settlement, if approved by the Court, shall be paid out of the Settlement Fund. Notice of the hearing and the settlement shall be as approved by the Court.
2. In the event that the settlement is not approved by the Court, then the Settlement Fund, inclusive of all accrued interest, will be returned to Unicash.
3. Payment of the Settlement Fund by Unicash shall be in full and final settlement of the claims of all of the Class Members, and Unicash and its employees, officers, directors and related companies shall be fully and finally released of all liability upon approval of the settlement and payment of the Settlement Fund.

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5. The claim of Planinvest Consulting Limited against Kenneth Mortillaro will be dismissed without costs.

6. Class Counsel will prepare and arrange for the publication of all notices in respect of the motion for certification and settlement approval and any order certifying this action and approving the settlement, the costs of which shall be paid out of the Settlement Fund, as set out above and below.

7. Upon approval of the settlement by the Court, the balance of the Settlement Fund after deduction of items 8(i)-(iii) will be paid to the designated charity, or as otherwise directed by the Court.

8. The Settlement Fund shall be distributed in accordance with the following Distribution Protocol:

- (i) first, the costs associated with notice of the fairness hearing and notice to the Class Members of the settlement, if approved by the Court, as well as any other costs associated with items 2 and 6, above;
- (ii) second, 10% of the balance of the Settlement Fund after payment of the amounts set out in 8(i) above, to the Class Proceedings Fund;
- (iii) third, Class Counsel's fees, disbursements and GST in the amount approved by the Court; and
- (iv) fourth, to Credit Counselling Canada, a not-for-profit consumer credit advocacy agency, or such similar credit counselling agency or agencies as may be approved by the Court.

9. In addition to payment of the Settlement Fund, Unicash shall agree to take no collection action against any Class Members in respect of any defaulted loan obligations (both principal and interest), and Unicash will confirm to the Court that it has not and will not assign, factor, or otherwise transfer its interest in the defaulted loan obligations of the Members to any other person, and it shall fully and finally release the Class Members from all such claims. The Class Members may assert and rely upon this Settlement Agreement and the Certification and Settlement Approval Order as a full defence to any action commenced against them by any person whatsoever in respect of the released claims.

10. Class Members shall have the right to exclude themselves from this class action and settlement ("opt out"). The Class Members who elect to opt out shall file an Opt Out Form with Class Counsel by the Opt Out Deadline set by the Court, which shall be proposed to be three months following the date of the order for certification and settlement approval. Class Members who opt out shall be excluded from the terms of the settlement and from any and all rights and obligations under the Settlement. Class Members who do not opt out in the manner and within the time described above shall be deemed to have elected to participate in the Settlement and thus shall be bound by this Settlement and all related Court orders.

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11. Unicash will not oppose or make submissions to the Court in respect of Class Counsel's fee approval application.

12. This offer shall remain open for acceptance until otherwise withdrawn in writing.

Dated: November 4, 2010

FOGLER RUBINOFF LLP
Barristers & Solicitors
Suite 1200, 95 Wellington Street W.
Toronto-Dominion Centre
Toronto, ON M5J 2Z9

Leah Price (LSUC #15743C)

Tel: (416) 864 9700

Fax: (416) 941 8852

Lawyers for the Defendants

TO: PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
Barristers and Solicitors
250 University Avenue, Suite 501
Toronto, ON M5H 3E5

Margaret L. Waddell LSUC #29860U

Tel: 416 646 4320/4329

Fax: 416 646 4303/4301

AND TO: KOSKIE MINSKY
20 Queen St. W., Suite 900
Toronto, ON M5H 3R3

Kirk Baert - LSUC #309420

Tel: 416 977 8353

Fax: 416 977 3316

Lawyers for the Plaintiff

KENNETH D. MORTILLARO
Plaintiff

and

UNICASH FRANCHISING INC.
COB AS UNICASH FINANCIAL
et al.
Defendants

Court File No. 03-CV-257364 CP

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

PROCEEDING UNDER THE CLASS
PROCEEDINGS ACT, 1992

OFFER TO SETTLE

FOGLER, RUBINOFF LLP

Barristers and Solicitors
Toronto-Dominion Centre
Suite 1200

95 Wellington Street West
Toronto, ON M5J 2Z9

Leah Price LSUC#15743C)

416-864-9700 (tel)
416-941-8852 (fax)

Lawyers for the Defendants



Margaret L. Waddell
T 416.646.4329 Asst 416.646.7427
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E marg.waddell@paliareroland.com
www.paliareroland.com

November 5, 2010

File 80027

VIA FAX

WITHOUT PREJUDICE

Leah Price
Fogler, Rubinoff LLP
Barristers & Solicitors
95 Wellington Street West
Suite 1200
Toronto-Dominion Centre
Toronto, ON M5J 2Z9

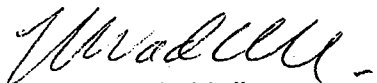
- Chris G. Paliare
- Ian J. Roland
- Ken Rosenberg
- Linda R. Rothstein
- Richard P. Stephenson
- Nick Coleman
- Margaret L. Waddell
- Donald K. Eady
- Gordon D. Capern
- Lily I. Harmer
- Andrew Lokan
- John Monger
- Odette Soriano
- Andrew C. Lewis
- Megan E. Shortreed
- Massimo Starnino
- Karen Jones
- Robert A. Centa
- Nini Jones
- Jeffrey Larry
- Emily Lawrence
- Denise Sayer
- Danny Kastner
- Tina H. Lie
- Jean-Claude Killey
- Jodi Martin
- Michael Fenrick
- Susan Brown
- Nasha Nijhawan

Dear Ms. Price:

Re: Mortillaro v. Unicash

We acknowledge receipt of your (revised) Offer to Settle dated November 4, 2010. We confirm that the offer is acceptable. Accordingly, we will arrange for a case conference with Justice Strathy to advise him of the settlement and to set a timetable for proceeding with the fairness hearing. To that end, would you please advise of your availability in the next few weeks for a short attendance with Justice Strathy? We look forward to finalizing this matter with you.

Yours very truly,
PALIARE ROLAND ROSENBERG ROTHSTEIN LLP


Margaret L. Waddell
MW/ts
Encl.

cc. K. Baert/C. Poltak/J. Brown
L. Rothstein/O. Soriano

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HONORARY COUNSEL
Ian G. Scott, Q.C., O.C.
(1934 - 2006)

SCHEDULE B

Important: Please Read this Notice as it May Affect Your Rights

TO: All Current or Past Payday Loan Customers of Unicash or Planinvest Consulting limited c.o.b. Unicash

NOTICE OF CERTIFICATION OF A CLASS PROCEEDING, AND APPROVAL OF SETTLEMENT

PURPOSE OF THIS NOTICE

On February 7, 2011, the Ontario Superior Court of Justice certified as a class proceeding an action brought against Unicash Franchising Inc. carrying on business as Unicash Financial Centres and Planinvest Consulting Limited, carrying on business as Unicash ("Unicash"), and approved a settlement of this class action.

The Action alleged that the interest charged by Unicash on payday loans violated section 347 of the *Criminal Code* and sought damages on behalf of the Class. The settlement reached by the parties is a compromise of disputed claims, and is not an admission of liability by Unicash.

Unicash sold its assets in February 2008 and no longer carries on business.

The Class Members are:

"all persons in Canada who have entered into payday loans with Planinvest Consulting Limited, carrying on business as Unicash ("Unicash"), and who have paid or been charged interest on a payday loan from Unicash" (the "Class").

THE TERMS OF THE SETTLEMENT

- 1. The Defendants agree to take no collection action against any Class Members in respect of any defaulted payday loans.** Class Members may rely upon the Settlement Agreement and the Court's order as a full defence to any action commenced against them by the defendants in respect of payday loans that are in default.
- 2. The Defendants are to pay a total of \$155,000 (the "Settlement Fund") to be distributed:**

- a. first, to the costs associated with providing this notice of the settlement and certification;
- b. second, 10% of the balance of the Settlement Fund will be paid to the Class Proceedings Fund as required by statute;
- c. third, to Class Counsel's fees, disbursements and taxes; and
- d. fourth, the remaining balance will be paid to InCharge Canada Debt Solutions, a not-for-profit consumer credit advocacy agency, to assist consumers with debt problems.

No Settlement funds will be paid directly to the members of the Class.

This is a summary only. The full terms of the settlement and the court's order and reasons approving the settlement are available to be viewed at www.unicashclassaction.com.

OPTING OUT OF THE CLASS ACTION AND SETTLEMENT

If you fall within the definition of the Class, and you do not wish to be bound by the terms of the settlement or otherwise do not wish to be included in this class action, you have the right to opt out. If you wish to be excluded from the settlement and this class proceeding, then you must advise Class Counsel in writing by no later than May 9, 2011, by sending a letter, including your full name and address to Paliare Roland Rosenberg Rothstein LLP, 250 University Avenue, Suite 501, Toronto, Ontario, M5H 3E5.

ADDITIONAL INFORMATION

If you would like further information about the terms of the settlement, please contact:

Paliare Roland Rosenberg Rothstein LLP
250 University Avenue, Suite 501
Toronto, ON M5H 3E5
Tel: (416) 646-4300
Fax: (416) 646-4301

www.paliareroland.com
Attn: Unicash Class Action

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

KENNETH D. MORTILLARO

- and -

UNICASH FRANCHISING INC.

Plaintiff

Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

**PALIARE ROLAND ROSENBERG
ROTHSTEIN LLP**

Barristers
250 University Ave., Suite 501
Toronto, ON M5H 3E5

Susan S. Brown - LSUC No.: 58219P
Tel: (416) 646-7478
Fax: (416) 646-4301

KOSKIE MINSKY
20 Queen Street West, Suite 900
Toronto, Ontario M5H 3R3

Kirk M. Baert - LSUC No.: 309420
Tel: (416) 977-8353
Fax: (416) 204-2889

Jody Brown - LSUC No.: 58844D
Tel: 416-977-8353
Fax: (416) 204-2815

Lawyers for the Plaintiff