

COURT FILE NUMBER            ACTION No: 0601—02908

COURT                            COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE            CALGARY

PLAINTIFF(S)                H. CRAIG DAY, as representative Plaintiff

DEFENDANT(S)                NATIONAL MONEY MART COMPANY, DOLLAR FINANCIAL GROUP, INC., MONEY MART SPRUCE GROVE LTD., MONEY MART ST. ALBERT LTD., MONEY MART LEDUC LTD., NORALTA MONEY MART LTD., 1008485 ALBERTA LTD., 815028 ALBERTA LTD., 632758 ALBERTA LTD., and MONEY MART LLOYDMINSTER LTD.

   Brought under the *Class Proceedings Act, S.A.*  
   2003, c. C-16.5

COURT FILE NUMBER            ACTION No: 0301—16311

COURT                            COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE            CALGARY

PLAINTIFF(S)                GARETH YOUNG, as representative Plaintiff

DEFENDANT(S)                NATIONAL MONEY MART COMPANY

File No. C104-01-37565

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

Nicole Blasko

Plaintiff,

-and-

NATIONAL MONEY MART COMPANY  
carrying on business under the name and style of "Money Mart"

Defendant

File No: CI12-01-76868

THE QUEEN'S BENCH  
Winnipeg North

B E T W E E N:

JENNY BRIONES (née BEJARANO)

Plaintiff

- and -

NATIONAL MONEY MART COMPANY and DOLLAR FINANCIAL GROUP INC.

Defendants

**SETTLEMENT AGREEMENT**

**(made as of 20 July 2017)**

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Subject to the Courts' approval as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Agreement and upon the Settlement Approval Orders approving the Settlement and directing the implementation of the terms and conditions of the Settlement as set forth in the Agreement becoming final, the Actions will be settled and compromised upon the terms and conditions contained herein.

## **1 RECITALS**

### 1.1 WHEREAS:

- A. Gareth Young and H. Craig Day commenced actions against the defendants in Alberta alleging among other things that the defendants charged, or permitted to be charged, fees for short-term loans which constituted interest at a criminal rate contrary to s. 347 of the *Criminal Code of Canada*;
- B. Nicole Blasko and Jenny Briones commenced actions against the defendants in Manitoba alleging among other things that the defendants charged, or permitted to be charged, fees for short-term loans which constituted interest at a criminal rate contrary to s. 347 of the *Criminal Code of Canada*;
- C. The Defendants have denied and continue to deny the Plaintiffs' claims in the Actions and have denied any wrongdoing or liability to the Plaintiffs of any kind, and have raised numerous affirmative defenses;
- D. Based upon extensive analysis of the facts and the law applicable to the Plaintiffs' claims, and taking into account the extensive burdens and expense of continued litigation, including the risks and uncertainties associated with trial, any potential appeal and collection, the Plaintiffs have concluded, with the benefit of advice from Class Counsel, that the

Agreement is fair and reasonable, and in the best interests of Class Members;

- E. The Defendants have similarly concluded that the Agreement is desirable in order to resolve the pending and potential claims of the Plaintiffs and the Class Members, and avoid the risks, expense and uncertainties of continuing with the Actions, a trial and any potential appeals;
- F. The Plaintiffs and the Defendants engaged in hard fought litigation, negotiations and independent mediation sessions, which mediation sessions resulted in the Agreement; and,
- G. The Parties intend by the Agreement to resolve, terminate and finally conclude any and all Settled Claims pursuant to the terms of the Agreement, and further intend that the Released Persons shall receive complete releases and final peace from all such Settled Claims on behalf of Class Members.

NOW, THEREFORE, for value received, the Parties stipulate and agree, subject to the Courts' approval, that any and all Settled Claims shall be finally settled and resolved on the terms and conditions set forth in the Agreement:

## 2 DEFINITIONS

2.1 As used in the Agreement, including the Recitals and Schedules hereto, in addition to any definitions elsewhere in the Agreement, the following terms shall have the meanings set forth below:

(a) **Actions** means:

- (i) the actions in the Alberta Court of Queen's Bench bearing Court File No. 0601—02908 and Court File No. 0301-16311;

- (ii) the actions in the Manitoba Court of Queen's Bench bearing Court File No. C104-01-37565 and Court File No. C112-01-76868;
- (b) **Agent** means employees of Bennett Mounter LLP and Cuming & Gillespie and the employees of the independent class action administrator who will be retained by Class Counsel to assist with the Notice Plan and to whom the Third Party Administrator's Costs will be paid;
- (c) **Agreement** means this agreement, including all Schedules attached hereto;
- (d) **Auditor** means Grant Thornton LLP;
- (e) **Cheque Cashing Fees** means the fee amount paid by a Class Member upon repayment of their Eligible Fast Cash Advance Transaction, as calculated from Money Mart's electronic transaction history database using the methodology set out in the Report of Stephen W.I. Cheng, dated May 16, 2017;
- (f) **Claim Form** means a written claim submitted by a Class Member substantially in the form of **Schedule F** either online, by telephone, e-mail or mail;
- (g) **Claims Period** means the period commencing on the Notice Date and ending 60 days thereafter;
- (h) **Class** means all persons who entered into an Eligible Fast Cash Advance Transaction with Money Mart or a Money Mart Franchise Defendant during the applicable Settlement Period excluding persons who opt-out of the Actions in accordance with this Agreement;

- (i) **Class Counsel** collectively means the law firms of Bennett Mounter LLP and Cuming & Gillespie;
- (j) **Class Counsel Fees** mean the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel approved by the Court;
- (k) **Class Member** means a member of the Class;
- (l) **Courts** means the Alberta Court of Queen's Bench and the Manitoba Court of Queen's Bench;
- (m) **Decision Period** means the period commencing on the last day of the Claims Period and ending 45 days thereafter;
- (n) **Default Transaction** means a transaction of any kind engaged in by a Class Member with a Defendant which resulted in a default by that Class Member in respect of which there is still an amount owing by the Class Member, but does not include any cheque cashing fees owing in relation to Fast Cash Advances or any interest or fees on Fast Cash Advances that accrued after the default;
- (o) **Defendants** means National Money Mart Company, Dollar Financial Group, Inc., Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., Money Mart Lloydminster Ltd., 1008485 Alberta Ltd., 815028 Alberta Ltd. and 632758 Alberta Ltd. and Defendant means any one of the Defendants;
- (p) **Deferred Cash Payment and Services Voucher** means a voucher issued in the name of a Settlement Class Claimant entitled to a Net Settlement Benefit and will be subject to the following terms:

- (i) a Settlement Class Claimant may redeem his/her Deferred Cash Payment and Services Voucher for services in all Money Mart stores by presenting his/her Identification Document;
- (ii) a maximum of \$10 from a Deferred Cash Payment and Services Voucher may be applied against the purchase of any Eligible Service per transaction, except that in the case of income tax preparation services a maximum of \$25 from a Deferred Cash Payment and Services Voucher may be applied per transaction;
- (iii) a Deferred Cash Payment and Services Voucher will not be transferable but shall accrue to the benefit of any Settlement Class Claimant's estate;
- (iv) subject to the redemption rights described in subparagraph (v) and (vi) below, the Deferred Cash Payment and Services Voucher will expire three years after the Payment Date;
- (v) subject to subparagraph (vi) below, during the Redemption Period a Settlement Class Claimant may convert any amount remaining on his/her Deferred Cash Payment and Services Voucher to an equivalent amount of cash by presenting the voucher at any Money Mart location along with his/her Identification Document;
- (vi) if, on the day a Settlement Class Claimant attends at a Money Mart location to convert any amount remaining on his/her Deferred Cash Payment and Services Voucher to cash, the Settlement Class Claimant has any amount of any kind owing to Money Mart or a Money Mart Franchise Defendant (an "Indebtedness"), the amount remaining on his/her Deferred Cash Payment and Services Voucher shall



first be applied in satisfaction of the Indebtedness in the following manner:

- a) if the amount remaining on the Settlement Class Claimant's Deferred Cash Payment and Services Voucher is greater than the total amount of the Indebtedness, then the amount remaining on his/her Deferred Cash Payment and Services Voucher shall be used to the extent required to extinguish the Indebtedness, and the balance left on the Settlement Class Claimant's Deferred Cash Payment and Services Voucher shall be paid to the Settlement Class Claimant;
  - b) if the amount remaining on the Settlement Class Claimant's Deferred Cash Payment and Services Voucher is equal to or less than the Indebtedness, then the entire amount remaining on his/her Deferred Cash Payment and Services Voucher will be used to extinguish the corresponding portion of the Indebtedness, and any remaining balance of the Indebtedness shall remain owing;
- (vii) upon redemption of a Deferred Cash Payment and Services Voucher in accordance with paragraph (i) or (v) and (vi) above, Money Mart shall issue a receipt to the Settlement Class Claimant which includes the amount remaining on the Deferred Cash Payment and Services Voucher;
- (viii) prior to the end of the Redemption Period, if a Settlement Class Claimant has an amount remaining on his/her Deferred Cash Payment and Services Voucher, then for a fee payable to Money Mart of not more than \$10.00, a Settlement Class Claimant may have a new Deferred Cash Payment and Services Voucher issued in respect of that remaining amount by:
- A. attending a Money Mart location and presenting his/her Identification Document; and

B. delivering to Money Mart a signed request for re-issuance of his/her Deferred Cash Payment and Services Voucher which will include the Class Member's agreement that he/she will not thereafter use or allow any other person to use the Deferred Cash Payment and Services Voucher which is being replaced by the new Voucher that will be issued; and

on receipt of these documents Money Mart shall:

A. put a stop payment on the original Deferred Cash Payment and Services Voucher; and

B. issue a new Deferred Cash Payment and Services Voucher for the amount remaining at that time;

- (ix) the distribution and redemption of all Deferred Cash Payment and Services Vouchers is solely and exclusively the responsibility and liability of Money Mart, and none of the Money Mart Franchise Defendants has any responsibility or liability in respect thereto;
- (q) **Eligible Fast Cash Advance Transaction** means a Fast Cash Advance (or payday loan) obtained from any Money Mart store in Alberta, either corporate or franchisee, or obtained from any Money Mart store in Manitoba, during the applicable Settlement Period that was repaid using a first-party personal cheque delivered at the time the Fast Cash Advance was obtained, provided such cheque was honoured by the bank when initially presented;
- (r) **Eligible Services** mean all existing Money Mart products or services as of the date hereof including payday loans, cheque cashing, income tax preparation and debit cards, but excluding wire transfers, foreign exchange, and money order purchases;

- (s) **Entitlement Appeal Form** means the form to be submitted by a Class Member in respect of a dispute substantially in the form of **Schedule I**;
- (t) **Entitlement Appeal Period** means, in respect of the Entitlement Letter, the period commencing on the day Money Mart mails the Entitlement Letters and ending 30 days thereafter;
- (u) **Entitlement Letter** means the notice of entitlement which Money Mart will send to each Settlement Class Claimant who submits a Claim Form advising of the status of his/her claim, and will be substantially in the form of **Schedule H**;
- (v) **Expiration Date** means the date 3 years after the Payment Date;
- (w) **Identification Document** means one of the identification document(s) used by a Class Member to obtain a Fast Cash Advance, including a driver's license, passport, status card, healthcare card, social insurance card or similar government issued identification, or any current replacement thereof;
- (x) **Indebted Class Member** means a Class Member with at least one Eligible Fast Cash Advance Transaction in Alberta or Manitoba and at least one Default Transaction, who does not submit a Claim Form in the Settlement;
- (y) **Money Mart** means National Money Mart Company ;
- (z) **Money Mart's Counsel** means McCarthy Tétrault LLP Attention: John P. Brown, P.O. Box 48, Suite 5300 Toronto Dominion Bank Tower, Toronto, Ontario, Canada, M5K 1E6;
- (aa) **Money Mart Franchise Defendants** means Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd.,

Noralta Money Mart Ltd., Money Mart Lloydminster Ltd., 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd.;

- (bb) **Money Mart Franchise Defendants' Counsel** means:
- (i) McCarthy Tétrault LLP Attention: John P. Brown, P.O. Box 48, Suite 5300 Toronto Dominion Bank Tower, Toronto, Ontario, Canada, M5K 1E6; for Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd.; and
  - (ii) Parlee McLaws LLP, Attention: Jim McFadyen, 1700 Enbridge Centre, 10175-101 Street NW, Edmonton, Alberta T5J 0H3 for 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd.;
- (cc) **New Debt** means, in respect of each Class Member, any amounts the Class Member owes in relation to his/her Default Transactions incurred between 1 May 2011 and 31 December 2015 in Manitoba, and between 1 December 2012 and 31 December 2015 in Alberta.
- (dd) **Notice Date** means the date within 90 days of the Settlement Date on which Money Mart advises Class Counsel that the Settlement Approval Notice has been disseminated in accordance with this Agreement;
- (ee) **Notice Plan** means the plan for disseminating the Settlement Approval Notice as approved by the Court, such plan to be substantially in accordance with **Schedule B**;
- (ff) **Old Debt** means, in respect of each Class Member, any amounts the Class Member owes in relation to his/her Default Transactions

incurred before 1 May 2011 in Manitoba and before 1 December 2012 in Alberta;

- (gg) **Parties** mean the Plaintiffs and the Defendants;
- (hh) **Payment Date** means 90 days from the conclusion of all Appeals under Part 10 hereof, or if there are no appeals, within 90 days of the end of the Entitlement Appeal Period unless Class Counsel Fees have not been approved, then the date agreed to by the Parties or directed by the Courts;
- (ii) **Payment Letter** means a letter substantially in the form of **Schedule K** which will be sent to each Settlement Class Claimant when the Settlement Payment is paid in accordance with this Agreement;
- (jj) **Plaintiffs** mean Gareth Young, H. Craig Day, Nicole Blasko and Jenny Briones;
- (kk) **Redemption Period** means the period commencing three years after the Payment Date and ending 90 days thereafter;
- (ll) **Released Persons** mean the Defendants, their respective predecessors, successors, parents, subsidiaries, affiliates, heirs, executors, administrators, assigns, officers, directors, shareholders, employees, attorneys, agents and representatives, and all others who received any benefit, direct or indirect, (including interest, fees, and any money or other property or thing in law, equity, statutory or otherwise) in connection with an Eligible Fast Cash Advance Transaction;
- (mm) **Settled Claims** mean any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, action or cause of action of every nature and description, in law or in equity, that the Class

Members have, had or may have up to and including the end of the Settlement Period, including assigned claims, whether known or unknown, accrued or which may hereafter accrue, asserted or unasserted, latent or patent, that is, has been or could have been asserted by the Class Members in the Actions against any of the Released Persons arising from or in any way related to the Common Issues and/or the facts and allegations asserted in the Actions. Without limiting the generality of the foregoing, Settled Claims shall include any claims for a breach or violation of s. 347 of the *Criminal Code*, for an injunction, for damages for conspiracy, punitive damages, interest and costs, and any claims for a breach or violation of any federal or provincial statute, case law, common law, other law, equity, regulation or ordinance; any claims for breach of any duty imposed by law, by contract, or otherwise; any claims based on negligence, reliance, breach of express or implied warranty, conspiracy, deceptive or unconscionable acts or practices, breach of statutory duty, consumer fraud, negligent misrepresentation or omission, reckless misrepresentation or omission or intentional misrepresentation or omission; any claims for recovery of, or an interest in, any money or other property or thing; and any claims for penalties, arising from or in any way related to the common issues and/or the facts and allegations asserted in the Actions. Excepted always from this definition are any claims arising out of the Settlement Approval Order and the Agreement and the failure of the Defendants to comply with their obligations particularized in the Settlement Approval Order and the Agreement.

(nn) **Settlement** means the settlement described in the Agreement;

- (oo) **Settlement Amount** means the total amount of \$21,350,000.00, which will be distributed in the form of Deferred Cash Payment and Services Vouchers;
- (pp) **Settlement Approval Hearing** means the hearing to be conducted by each Court in connection with the motions for the Settlement Approval Orders;
- (qq) **Settlement Approval Notice** means the form of notice approved by the Courts;
- (rr) **Settlement Approval Orders** means the orders made by the Courts on the motions for approval of the Settlement, such orders to be substantially in the form of **Schedule A**;
- (ss) **Settlement Class Claimant** means a Class Member who submits a Claim Form during the Claims Period in accordance with this Agreement;
- (tt) **Settlement Database A** means an electronic database containing at least the following data with respect to each Class Member:
- (i) contact details (including where available, postal addresses, email addresses, and phone numbers) and birth date (where available);
  - (ii) the date of the Class Member's most recent transaction;
  - (iii) details of the Identification Documents originally provided by the Class Member;
  - (iv) a list of all Eligible Fast Cash Advance Transactions including the date of each and the Cheque Cashing Fees paid in respect of each;
  - (v) the total Cheque Cashing Fees paid;

- (vi) a list of all Default Transactions including the date of the default and the amount owing, which in relation to a defaulted payday loan means that amount of principal and interest owing on the due date of the loan after deduction of any payments made by the borrower in connection with that loan;
- (vii) the total outstanding amount owing and payable in respect of all Default Transactions; and,

but not including his/her social security number or any digits thereof.

(uu) **Settlement Database B** means the Settlement Database A supplemented with the following data relating to each Class Member:

- (i) the date he/she submits a Claim Form, if any;
  - (ii) whether he/she is a Settlement Class Claimant or an Indebted Class Member;
  - (iii) his/her allocated share of the Deferred Cash Payment and Services Vouchers;
  - (iv) the amount of the Default Transactions repaid to Money Mart from the Settlement Fund;
  - (v) the amount of his/her Debt Release Amount; and
  - (vi) the balance of the outstanding amount owing and payable in respect of all Default Transactions;
- (vv) **Settlement Date** means the date on which the Settlement Approval Orders and the orders regarding Class Counsel Fees in both Alberta and Manitoba become final orders;
- (ww) **Settlement Period** means, in respect of:



- (i) Money Mart in Alberta - October 16, 2001 to February 28, 2010;
- (ii) Money Mart Franchise Defendants in Alberta – March 2, 2004 to February 28, 2010;
- (iii) Money Mart in Manitoba – April 26, 1998 to October 18, 2010.

### **3 REQUIRED EVENTS AND COOPERATION**

3.1 The Plaintiffs will make motions to the Courts requesting approval of the Settlement and providing the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. The Settlement Approval Orders will, among other things:

- (a) approve the distributions set out in the Agreement
- (b) reserve the Courts' continuing exclusive jurisdiction over the relevant Parties and Class Members to administer, supervise, construe and enforce the Agreement and the relevant Settlement Approval Order in accordance with their terms;
- (c) authorize the Parties, and the persons appointed by the Courts to bring such motions in the Actions, to bring motions to the Courts for directions as may be required;
- (d) declare that the Class Members have released the Released Persons for any claims relating to the Settled Claims; and
- (e) expressly provide that the Actions are dismissed against the Defendants without costs and with prejudice.

3.2 Within 30 days of the effective date of this Agreement, Money Mart will prepare and deliver a copy of Settlement Database A to the Plaintiffs.

3.3 The Parties agree that the Fast Cash Advance transactions for which there are no electronic links between origination and deposits will be treated as Eligible Fast Cash Advance Transactions for the purposes of the Settlement.

3.4 As soon as reasonably practicable after receipt by the Plaintiffs of Settlement Database A, the Plaintiffs will advise Money Mart and the Money Mart Franchise Defendants of any errors contained within. If the Parties cannot reach agreement on the accuracy of the Settlement Database within 15 days of the end of the Claims Period, the matter will be referred immediately to Hon. Ian Binnie, C.C., Q.C. for summary determination without a right of appeal.

3.5 Hon. Ian Binnie, C.C., Q.C. will determine who, between the Parties shall bear the costs of any summary determination by him, pursuant to Section 3.4 and may apportion those costs between the Parties as he sees fit.

#### **4 NOTICE TO THE CLASS**

4.1 Subject to the Courts' approval, the Settlement Approval Notice will be disseminated to Class Members in accordance with the Notice Plan.

4.2 Class Counsel and its Agents shall not use, or permit to be used, the information contained in Settlement Database A or any previously provided electronic transaction history database provided Class Counsel in the Actions to contact Class Members prior to the Notice Date.

4.3 Apart from Section 4.2 and paragraph 9 of the Notice Plan in Schedule B hereto, nothing in this Agreement shall limit the ability of Class Counsel to provide notice to Class Members of the Settlement. Further, apart from Section 4.2 and paragraph 9 of the Notice Plan nothing in this Agreement shall limit the

ability of Class Counsel to communicate with Class Members for purposes other than providing notice to Class Members of the Settlement and all such communications shall remain privileged.

## **5 OPT-OUT RIGHTS**

5.1 A Class Member may opt-out of the Actions at any time during the Claims Period in accordance with the provisions of the Agreement.

5.2 In order to opt-out the Class Member must return a completed Opt-Out Form (attached as **Schedule G** hereto) to Class Counsel during the Claims Period postmarked or emailed or fax dated within the Claims Period.

5.3 Any Class Member who elects to opt-out of the Actions:

- (a) will not be bound by any orders or judgments entered in the Actions except the Settlement Approval Order;
- (b) will not be entitled to relief under the Agreement; and
- (c) will not be given any rights by virtue of the Agreement.

5.4 Nothing in the Agreement constitutes or shall be deemed to constitute a waiver by any of the Defendants of defences based on statutes of limitations or repose, laches, prescription period or any other limitation or prescription defence. Without limiting the generality of the foregoing, nothing in the Agreement constitutes or shall be deemed to constitute a waiver of such defences in respect of any Class Member who opts out in accordance with the provisions of this Part.

5.5 Class Counsel will be appointed to receive all Opt-Out Forms. As soon after receipt as possible, Class Counsel will provide copies to Money Mart's Counsel.

## 6 CLAIMS PERIOD AND PROCESS

6.1 Class Members seeking to make a claim for a Settlement Benefit (a “**Claim**”) must, within the Claim Period, submit a Claim Form using one of the following methods:

- (a) completing a Claim Form online on Class Counsel’s website and including the last 3 digits of his/her Social Insurance Number; or
- (b) completing a Claim Form and submitting the Claim Form to Class Counsel by mail or e-mail either including the last 3 digits of his/her Social Insurance Number or attaching a copy of his/her Identification Document; or
- (c) providing information required on the Claim Form by telephone to Class Counsel or their Agents, including the last 3 digits of his/her Social Insurance Number.

6.2 Class Counsel and their Agents shall not receive information required on Claim Forms or complete Claim Forms on behalf of Class Members before the Notice Date.

6.3 Class Counsel will maintain a record of:

- (a) all IP addresses used by Class Members who submit a Claim Form online;
- (b) all email addresses from which Claim Forms submitted by email were sent;
- (c) all telephone numbers used by Class Members to provide information required on Claim Forms; and,

- (d) the dates on which Claims Form or information required on Claim Forms are received by Class Counsel or their Agents from Class Members.

(the “**Submission Information**”)

6.4 All Claim Forms (online, email or hard copy) prepared by Class Members, either directly or through an Agent, shall include a declaration that the person completing the Claim Form is the Settlement Class Claimant who is personally entitled to make a claim in the Settlement. If a Claim Form is completed by a Class Member over the telephone by Class Counsel or their Agents, the Class Member must orally declare that they are the Settlement Class Claimant who is personally entitled to make a claim in the Settlement.

6.5 For the purpose of implementing the allocation and distribution of payments and notice thereof to the Settlement Class Claimants Money Mart will update Settlement Database A using the Claims Information (as defined below).

## **7 IDENTIFICATION OF VALID CLAIMS**

7.1 Within 30 days of the end of the Claims Period Class Counsel shall:

- (a) provide copies of all Claims and documentation provided in support thereof to Money Mart;
- (b) provide all relevant data from the Claims, including the Submission Information, to Money Mart in an Excel spreadsheet format containing the data fields specified by Money Mart (the “**Claims Information**”); and
- (c) identify those Claims which, in Class Counsel’s opinion, were not made by Class Members and should therefore be denied.

7.2 Within the Decision Period Money Mart will validate the Claims Information and using Settlement Database A and will provide Class Counsel with:

- (a) a list of each Claim that has been validated (a “**Valid Claim**”)
- (b) a list of each Claim that could not be validated and the reason the Claim could not be validated (the “**Disputed Claims**”).

7.3 Class Counsel will consult with Money Mart in respect of each of the Disputed Claims and together they will decide whether:

- (a) to validate the claim because they are reasonably satisfied that the person submitting the claim is a Class Member with Eligible Fast Cash Advance Transactions in relation to which the claim is being made;
- (b) to advise the person submitting the claim of the Identification Document required to confirm identification as a Class Member; or,
- (c) to deny the claim because they are reasonably satisfied that the person submitting the Claim is not a Class Member.

7.4 Any disputes between Class Counsel, on the one hand, and Money Mart on the other hand, in respect of Disputed Claims not resolved by agreement during the Decision Period will be referred to the Court for resolution within 60 days of the end of the Claims Period, or as otherwise directed by the Court.

7.5 Any Disputed Claim resolved by the Court or by agreement of the Parties hereto in favour of a Class Member shall be considered and treated as a Valid Claim under this Agreement.

7.6 Within 45 days after all Disputed Claims have been resolved, Money Mart will advise each Class Member who submitted a Claim of his/her entitlement, if any, to benefits under this Agreement, using the Entitlement Letter

(substantially in the form attached as **Schedule H**) and of his/her right to appeal that entitlement using an Entitlement Appeal Form (substantially in the form attached as **Schedule I**).

## **8 ALLOCATION OF SETTLEMENT BENEFITS**

8.1 Notwithstanding any other provision in this Agreement, under no circumstances shall the Defendants be obligated to pay any amount in excess of the Settlement Amount, except as provided in Part 11 below.

8.2 For the purposes of implementing the allocation and distribution of the Deferred Cash Payment and Services Vouchers under this Agreement Money Mart will create and maintain Settlement Database B.

### **(a) Full Settlement Payment**

8.3 If the total amount of all Settlement Class Claimants' Valid Claims is less than or equal to the Settlement Amount, the amount payable to each Settlement Class Claimant shall be calculated in the manner set out below (the "**Full Settlement Payment**").

- (a) If a Settlement Class Claimant has no Old Debt and no New Debt, his/her Full Settlement Payment shall equal his/her Valid Claim, less his/her proportionate share of Class Counsel Fees.
- (b) If a Settlement Class Claimant has Old Debt and/or New Debt, his/her Valid Claim shall be applied in the following manner:
  - (i) first, the Settlement Class Claimant's Valid Claim will be reduced by his/her proportionate share of the Class Counsel Fees (the "**Net Valid Claim**"); then,
  - (ii) if the Settlement Class Claimant's Net Valid Claim is greater than the total amount owing in respect of his/her Old Debt

and New Debt, then his/her Net Valid Claim shall be used to the extent required to pay his/her Old Debt and then to pay his/her New Debt, and his/her Full Settlement Payment shall equal the remaining value of his/her Net Valid Claim after paying his/her Old Debt and New Debt in this manner;

- (iii) if the Settlement Class Claimant's Net Valid Claim is equal to or less than the total amount owing in respect of his/her Old Debt and New Debt, then his/her entire Net Valid Claim shall be used to pay the corresponding amount of his/her Old Debt and then of his/her New Debt, and his/her Full Settlement Payment shall equal zero.

**(b) Pro Rata Settlement Payment**

8.4 If the total amount of all Settlement Class Claimants' Valid Claims is greater than the Settlement Amount, the amount payable to each Settlement Class Claimant shall be calculated in the manner set out below (the "**Pro Rata Settlement Payment**").

- (a) Each Settlement Class Claimant's share of the Settlement Amount (the "**Pro Rata Share**") will be calculated as follows:
  - A) subtract the amount of the Class Counsel Fees from the Settlement Amount; and
  - B) divide the Settlement Amount remaining after subtraction of the Class Counsel Fees, as set out in (A), by the total Valid Claims of all Settlement Class Claimants;
  - C) multiply each Settlement Class Claimant's Valid Claim by the pro rata ratio set out in (B).
- (b) If a Settlement Class Claimant has no Old Debt and no New Debt, his/her Pro Rata Settlement Payment shall equal his/her Pro Rata Share.



- (c) If a Settlement Class Claimant has any Old Debt and/or any New Debt, his/her Pro Rata Share shall be used (a) to pay his/her Old Debt, up to the proportion of the Old Debt to the amount of his/her Valid Claim (i.e.  $\text{Old Debt/Valid Claim} = X\%$ ) and then (b) to pay any New Debt, and his/her Pro Rata Settlement Payment shall equal the remaining value, if any, of his/her Pro Rata Share after paying his/her Old Debt and New Debt in this manner:

8.5 Any portion of the Settlement Amount that is not allocated, distributed, used and/or redeemed pursuant to the terms of this Agreement shall remain the property of Money Mart.

## **9 DISTRIBUTION OF SETTLEMENT BENEFITS**

9.1 After all Appeals have been resolved under Part 10 hereof, or if there are no Appeals, at the end of the Entitlement Appeal Period, each Defendant will completely and unconditionally release, forever discharge and acquit:

- (a) each Indebted Class Member:
- (i) of the Old Debt of that Indebted Class Member; and then
  - (ii) of the New Debt of that Indebted Class Member up to an amount equal to:
    - A. the Cheque Cashing Fees paid by the Indebted Class Member
    - B. minus his/her Old Debt;
- (b) each Settlement Class Claimant:
- (i) of any Old Debt of that Settlement Class Claimant remaining after any payments that were made under Part 8; and then
  - (ii) of any New Debt of that Settlement Class Claimant remaining after any payments that were made under Part 8 up to an amount equal to:

- A. the amount of the Valid Claim of the Settlement Class Claimant
- B. minus his/her Old Debt
- C. minus any portion of his/her Net Valid Claim and/or Pro Rata Share, as the case may be, that was used to pay any New Debt under Part 8.

9.2 After all Appeals have been resolved under Part 10 hereof, or if there are no Appeals, at the end of the Entitlement Appeal Period, each Settlement Class Claimant will be entitled to receive his/her Full Settlement Payment or Pro Rata Settlement Payment, as applicable.

9.3 On or before the Payment Date Money Mart will send each Settlement Class Claimant with a Valid Claim:

- (a) a Payment Letter in the form of **Schedule K**; and
- (b) where applicable, a Deferred Cash Payment and Services Voucher in the form of **Schedule J**, for an amount equal to his/her Full Settlement Payment or Pro Rata Settlement Payment, as applicable.

9.4 The Deferred Cash Payment and Services Vouchers shall only be issued in the name of the Settlement Class Claimant who is entitled to the Full Settlement Payment or Pro Rata Settlement Payment and shall be sent by mail with the Payment Letter to the address designated by the Settlement Class Claimant in his/her Claim Form.

## 10 THE APPEAL PROCESS

10.1 If the Settlement Class Claimant does not agree with the outcome of his/her Claim as communicated in an Entitlement Letter, he/she may appeal the outcome by submitting an Entitlement Appeal Form in the manner set out herein.

10.2 To appeal the outcome of his/her Claim as communicated in an Entitlement Letter, a Settlement Class Claimant must deliver to Class Counsel a completed Entitlement Appeal Form and any supporting documents, within the Entitlement Appeal Period.

10.3 Upon receipt of completed Entitlement Appeal Forms, Class Counsel shall determine if a *bona fide* issue for appeal has been raised. If Class Counsel determines that a *bona fide* issue has not been raised, Class Counsel will notify the Class Member and advise him/her that if the Class Member wishes to continue the appeal he/she must make an application to the applicable Court within 10 days at the Class Member's expense and without the assistance of Class Counsel. If Class Counsel determines that a *bona fide* issue has been raised, Class Counsel shall forward the completed Entitlement Appeal Form and any supporting documents to Money Mart's Counsel who may reconsider, in whole or in part, the outcome of the Claim. Should that occur, Money Mart will notify the Class Member and Class Counsel and the appeal will only proceed if there are unresolved issues, and will be confined to any such issues.

10.4 If there are appeals that Class Counsel has determined raise *bona fide* issues that are not resolved by agreement with Money Mart's Counsel then no later than 15 days after the end of the Entitlement Appeal Period, Class Counsel will secure a hearing before the Court for review and ultimate disposition of all such appeals. Class Counsel will notify each appealing Class Member about the hearing, as well as his/her right to be present and make submissions. Class Counsel will also arrange for delivery to the applicable Court and each appealing Class Member, as they pertain to them, of the Entitlement Appeal Forms, supporting documents and any submissions of Class Counsel and Money Mart's Counsel.

10.5 The decision of the Court will be final, with no further right of appeal.

10.6 There will be no costs payable in relation to the appeals.

## **11 SETTLEMENT ADMINISTRATION**

11.1 Money Mart will pay the costs of administration as required pursuant to the provisions of the Agreement including:

- (a) the costs of the Auditor appointed pursuant to the provisions of the Agreement; and
- (b) the costs of implementing the Settlement and undertaking the Settlement administration.

11.2 Money Mart shall only pay those notice costs which the Notice Plan provides will be paid by Money Mart.

11.3 Money Mart shall administer the Settlement in accordance with the provisions of the Agreement under the oversight of the Courts and Class Counsel.

11.4 Money Mart shall perform the Settlement administration in a rational, responsible, cost effective and timely manner.

11.5 Money Mart will maintain reasonably detailed records of its activities under the Agreement until 1 year after the end of the Redemption Period. Such records will be made available electronically or as otherwise available for inspection by Class Counsel, the Courts and the Auditor.

11.6 For the purpose of fulfilling their responsibilities and duties under the Agreement, Money Mart will provide Class Counsel and the Auditor with such access to the Settlement Database and the relevant portions of the master database from which the Settlement Database was generated, as they may reasonably require.

11.7 Any one or more of the Parties, Class Counsel or the Auditor may move for directions from the applicable Court in respect of any matter in relation to the Agreement.

## 12 REVIEW OF CLAIMS PROCESS

12.1 The obligations of Money Mart under this Agreement will be reviewed by the Auditor who will prepare a report confirming that those obligations were carried out in compliance with the terms of this Agreement within 90 days of the end of the Appeal Period, or if there are Appeals, within 90 days of the final resolution of the last Appeal.

12.2 A copy of the Auditor's report will be filed with the Courts when the review of the claims process is completed.

## 13 RELEASES AND JURISDICTION OF THE COURT

13.1 Class Members by virtue of the Agreement, and by operation of the Settlement Approval Orders, individually, completely and unconditionally release, forever discharge and acquit the Released Persons from any and all of the Settled Claims.

13.2 Class Members and anyone claiming through or on behalf of any of them will be forever barred from commencing, instituting or prosecuting the Settled Claims against any one of the Released Persons in any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, or any other forum, directly, representatively or derivatively relating to the Settled Claims.

13.3 Each Settlement Class Claimant covenants that if he or she (the "**Claiming Party**") makes or takes any further proceedings, or if any further proceedings are made or taken on his/her behalf against any other individuals, persons, companies, partnerships or other legal entities arising out of or connected with the Settled Claims and who might claim contribution or indemnity, a contribution or indemnity for defence costs or any declaratory relief from or in respect of any of the Released Persons, the Claiming Party will:

- (a) at the first reasonable opportunity, advise the court or adjudicative tribunal with jurisdiction in any such further proceedings that it will not seek to recover any judgment, award, declaration, order or remedy against or in respect of any other person, company, partnership or other legal entity which would provide a right to such person to in turn claim contribution or indemnity against any Released Person;
- (b) not seek to recover in any such further proceeding any portion of the losses (including without limitation Cheque Cashing Fees and interest in respect of any Eligible Fast Cash Advance Transaction) which it claimed in the Actions or any portion of any loss (including without limitation Cheque Cashing Fees and interest in respect of any Eligible Fast Cash Advance Transaction) caused by or contributed to by any act or omission related to the Settled Claims which a court or adjudicative tribunal with jurisdiction may attribute and apportion solely to the breach of contract, fault, liability or responsibility in law or equity of any of the Released Persons;
- (c) in the event that any party in any such further proceeding seeks a declaration as to the percentage of fault or contribution to a loss alleged to be attributable and apportionable to any of the Released Persons, the Claiming Party will instruct its legal counsel to appear and defend such of the Released Persons with respect to that declaration and the legal cost of that defence will be at the sole cost and expense of the Claiming Party unless one or more of those Released Persons wishes to retain their own counsel, in which case, that Released Person shall be responsible for its own costs attributable its own counsel; and
- (d) in the event that any of the Released Persons, because of any judgment or Order of any court in any such further proceeding, are

found liable to the Claiming Party for any amount arising from the Settled Claims, including costs, or are found liable to any other Released Person for contribution, indemnity, or costs, then the Claiming Party shall fully indemnify such Released Persons for any amount for which that Released Person shall be obligated.

13.4 The Parties agree that the Courts shall retain exclusive and continuing jurisdiction over the Actions, Parties and Class Members to interpret and enforce the terms, conditions and obligations under the Agreement and the Settlement Approval Order.

13.5 Nothing herein shall release a Class Member from any outstanding obligation owed by a Class Member to any Defendants incurred after the end of the applicable Settlement Period, except to the extent that his/her Old Debt or New Debt are extinguished by his/her Net Valid Claim or Pro Rata Claim under Part 8, or are forgiven under Part 9 of the Agreement.

13.6 Nothing herein shall release the Released Persons from any outstanding obligation owed by the Released Persons to a Class Member except to the extent of the release provided pursuant to this Part 13.

13.7 Nothing herein shall release the Defendants from their obligations as set out in the Agreement and in the Settlement Approval Order.

#### **14 CLASS COUNSEL FEES**

14.1 The Defendants have no liability of any kind in respect of Class Counsel Fees.

14.2 Class Counsel may seek the Courts' approval of both the retainer agreements between Class Counsel and the Representative Plaintiffs and the Class Counsel Fees at the Settlement Approval Hearing.

14.3 Class Counsel Fees will be paid within 14 days after the Settlement Date or within 14 days after they are approved (whichever is later) in Deferred Cash Payment and Services Vouchers.

14.4 Class Counsel may seek court approval of a right to redeem its Deferred Cash Payment and Services Vouchers for cash upon receipt, and if such approval is granted, Money Mart shall redeem those Deferred Cash Payment and Services Vouchers forthwith. The Settlement is not conditional on such approval being granted.

14.5 The Defendants will have no involvement in the approval process to determine the amount of Class Counsel Fees or any application under this Part.

## **15 NO ADMISSIONS/NO USE**

15.1 The Agreement, whether or not approved, and any proceedings taken pursuant to the Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained in, the Agreement or its Schedules, nor any action taken hereunder, shall be referenced in any other court proceedings, or construed as, offered in evidence as, received in evidence as, or deemed to be evidence of, a presumption, concession or an admission of any kind by the Plaintiffs or the Defendants of the truth of any fact alleged or the validity of any claim or defence that has been, could have been, or in the future might be asserted in any litigation, court of law or equity, proceeding, arbitration, tribunal, investigation, government action, administrative forum or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Plaintiffs, the Class Members or the Defendants.



## **16 MISCELLANEOUS PROVISIONS**

16.1 The Agreement, including all Schedules hereto, constitutes the entire Agreement among the Parties with regard to the subject matter of the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. Subject to its terms, the Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to the Courts' approval. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Money Mart and Class Counsel and by the Courts' orders prior to and after dissemination to the Settlement Class Claimants.

16.2 The Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta.

16.3 The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

16.4 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

16.5 If the Settlement is approved by the Courts and if the Settlement Approval Orders become final, the Agreement shall be binding upon and inure to the benefit of the Plaintiffs, the Class, the Defendants, the Released Parties and all of their respective heirs, executors, predecessors, successors and assigns.

16.6 The Recitals to the Agreement are true and form part of the Agreement.

16.7 The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction of this Agreement by a court of law or any other adjudicating body.

16.8 The headings of the Parts of the Agreement are included for convenience only and shall not be deemed to constitute part of the Agreement or to affect its construction.

16.9 Any notice, instruction, motion for Court approval or motion for directions or Court orders sought in connection with the Agreement or other report or document to be given by any Party to any other Party shall be in writing and delivered personally, by facsimile or e-mail during normal business hours, or sent by registered or certified mail, postage paid:

- (a) if to Money Mart, Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd.: McCarthy Tétrault LLP Attention: John P. Brown, P.O. Box 48, Suite 5300 Toronto Dominion Bank Tower, Toronto, ON M5K 1E6, with a copy to the General Counsel of National Money Mart Company, 401 Garbally Road, Victoria, BC V8T 5M3;
- (b) if to 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd.: Parlee McLaws LLP, Attention: Jim McFadyen, 1700 Enbridge Centre, 10175-101 Street NW, Edmonton, Alberta T5J 0H3;
- (c) if to the Plaintiffs, the Class, or Class Counsel: Bennett Mounteer LLP, Attention: Mark W. Mounteer, 1400 – 128 West Pender St., Vancouver, B.C., V6B 1R8;
- (d) if to the Auditor: Grant Thornton LLP. Suite 1600, Grant Thornton Place, 333 Seymour Street, Vancouver, B. C. V6B 0A4; and

- (e) if to other recipients, as the Court may specify.

16.10 The Parties acknowledge that they have required that the Agreement, including Schedules, be prepared in English.

16.11 No waiver of any provision of the Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of the Agreement shall constitute a waiver of any other provision, and no waiver of any provision of the Agreement shall constitute a continuing waiver unless expressly so provided.

## **17 TERMINATION OF THE AGREEMENT**

17.1 The Agreement shall, without notice, be automatically terminated if:

- (a) a Settlement Approval Order is not made by the applicable Court in a form substantially similar to **Schedule A**; or
- (b) a Settlement Approval Order is reversed on appeal (except as to Class Counsel Fees) and the reversal becomes final.

17.2 In the event the Agreement is terminated in accordance with s. 16.1:

- (a) the Plaintiffs and the Defendants shall be restored to their respective positions as of the day before the effective date of this Agreement;
- (b) the Agreement will have no further force and effect and no effect on the rights of the Plaintiffs or the Defendants; and
- (c) the Agreement shall not be introduced into evidence or otherwise referred to in any litigation against the Defendants.

## 18 REPRESENTATIONS AND WARRANTIES

18.1 The representations and warranties contained in the Agreement shall survive its execution and implementation.

18.2 The Defendants represent and warrant that they agree to use their best efforts to cause all conditions precedent to the Settlement Date to occur.

18.3 The Plaintiffs on their own behalf and on behalf of all Class Members represent and warrant that:

- (a) they will not pursue further litigation concerning Settled Claims, except as expressly provided in the Agreement; and
- (b) they will use their best efforts to cause all conditions precedent to the Settlement Date to be satisfied.

18.4 The undersigned Co-Class Counsel, Cuming & Gillespie, represent and warrant that:

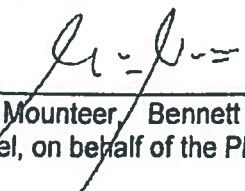
- (a) they are fully authorized to execute this Agreement on behalf of the parties indicated below and to execute and legally bind those parties to this Agreement
- (b) they will use their best efforts to cause all conditions precedent to the Settlement Date to be satisfied; and
- (c) except as otherwise provided in this Settlement Agreement, no lawyer at Cuming & Gillespie, nor anyone currently or hereafter employed by, associated with or a partner at Cuming & Gillespie:
  - (i) will directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action within the scope of the Settled Claims commenced by any Person; and,

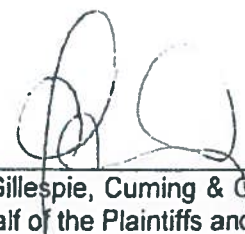
- (ii) unless otherwise ordered by a court, will not divulge to anyone for any purpose any information, including, without limitation, any documents obtained in the course of the Actions or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available;

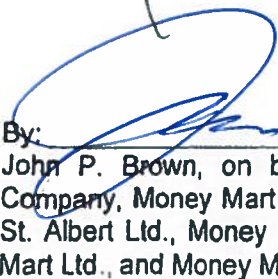
18.5 The undersigned Co-Class Counsel, Bennett Mounteer LLP, represent and warrant that:

- (a) they are fully authorized to execute this Agreement on behalf of the parties indicated below and to execute and legally bind those parties to this Agreement
- (b) they will use their best efforts to cause all conditions precedent to the Settlement Date to be satisfied; and
- (c) except as otherwise provided in this Settlement Agreement, no lawyer at Bennett Mounteer LLP, nor anyone currently or hereafter employed by, associated with or a partner at Bennett Mounteer LLP:
  - (i) will directly or indirectly participate or be involved in or in any way assist a Class Member to breach that Class Member's representations, warranties and/or obligations under the Settlement Agreement, and in particular in Sections 13.1, 13.2, 13.3 and 18.3 thereof; and,
  - (ii) unless otherwise ordered by a court, will not divulge to anyone for any purpose any information, including, without limitation, any documents obtained in the course of the Actions or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available.

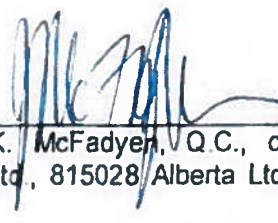
IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be executed on his/lits behalf by their respective counsel or otherwise, effective as of 20 July 2017.

Date: July 25/2017 By:   
Mark Munteer, Bennett Munteer LLP, Co-Class Counsel, on behalf of the Plaintiffs and Class Members

Date: July 25/17 By:   
Craig Gillespie, Cuming & Gillespie, Co-Class Counsel, on behalf of the Plaintiffs and Class Members

Date: July 26/17 By:   
John P. Brown, on behalf of National Money Mart Company, Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd.

Date: July 27/17 By:   
Shanna Hunka, on behalf of Dollar Financial Group, Inc.

Date: July 26/17 By:   
James K. McFadyen, Q.C., on behalf of 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd.

**SCHEDULE "A": SETTLEMENT APPROVAL ORDERS**

COURT FILE NUMBER	ACTION No: 0601—02908
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	H. CRAIG DAY, as representative Plaintiff
DEFENDANT(S)	NATIONAL MONEY MART COMPANY, DOLLAR FINANCIAL GROUP, INC., MONEY MART SPRUCE GROVE LTD., MONEY MART ST. ALBERT LTD., MONEY MART LEDUC LTD., NORALTA MONEY MART LTD., 1008485 ALBERTA LTD., 815028 ALBERTA LTD., 632758 ALBERTA LTD., and MONEY MART LLOYDMINSTER LTD.
	Brought under the <i>Class Proceedings Act, S.A. 2003, c. C-16.5</i>
COURT FILE NUMBER	ACTION No: 0301—16311
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	GARETH YOUNG, as representative Plaintiff
DEFENDANT(S)	NATIONAL MONEY MART COMPANY
DOCUMENT	<b>ORDER</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	CUMING & GILLESPIE Barristers and Solicitors 210, 140 – 10 <sup>th</sup> Avenue S.E. Calgary, Alberta T2G 0R1 Lawyer: Craig G. Gillespie Email: craig@cglaw.ca Telephone: (403) 571-0555

Facsimile: (403) 232-8818  
Solicitor's File No. 11077 CGG

**DATE ON WHICH ORDER WAS PRONOUNCED: \_\_\_\_\_, 2015**

**NAME OF JUDGE WHO MADE THIS ORDER:**

**The Honourable Mr. Justice Macleod**

**PLACE PRONOUNCED: Calgary**

THE APPLICATION of the Plaintiff dated \_\_\_\_\_, 2017 coming on for hearing at Calgary, Alberta, on \_\_\_\_\_, 2017, and on hearing Paul R. Bennett, Mark W. Mounteer and Craig G. Gillespie, counsel for the Plaintiff; and John Brown, counsel for the Defendants National Money Mart Company, Dollar Financial Group, Inc., Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd., and James K. McFadyen, Q.C., counsel for 1008485 Alberta Ltd. 815028 Alberta Ltd., and 632758 Alberta Ltd.

IT IS HEREBY ORDERED THAT: by CONSENT:

1. The settlement of these actions on the terms set out in the Settlement Agreement dated ●, including all Schedules (the "Settlement Agreement") is hereby approved, and is incorporated by reference into this Order.
2. Grant Thornton LLP is appointed as Auditor, until further order of this Court, on the terms and conditions and with the powers, duties and responsibilities set out in the Agreement.
3. This Settlement Approval Order, including the Agreement, is binding upon each Class Member.
4. Each Class Member is bound by this Order, whether or not such person receives a distribution, or whether such person claims compensation.
5. Each Class Member has, by virtue of the Agreement and of this Settlement



Approval Order, individually, completely and unconditionally released, forever discharged and acquitted the Released Persons from any and all of the Settled Claims, and the Releases set forth in the Agreement shall have full force and effect.

6. Class Members and anyone claiming through or on behalf of any of them are forever barred from commencing, instituting or prosecuting the Settled Claims against any one of the Released Persons in any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, or any other forum, directly, representatively or derivatively.
7. Nothing herein shall release a Class Member from any outstanding obligation owed by a Class Member to Money Mart except to the extent that eligible Default Transactions are released pursuant to the Agreement.
8. No person may bring any action or take any proceedings against the Auditor, John P. Brown or any of their employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the administration of the Agreement or the implementation of this Settlement Approval Order except with leave of this Court.
9. The parties shall be at liberty to apply for further directions with respect to any matters arising under the Agreement, over which this Court retains continuing jurisdiction.
10. Except as provided herein these Actions are dismissed without costs, and with prejudice.

The following parties approve the form of this Order and consent to each of the Orders, if any, that are indicated above as being by consent.

---

J.C.C.Q.B.A

AGREED AS TO FORM:

Bennett Mounteer LLP

McCarthy Tétrault

---

Counsel for the Plaintiffs

---

Counsel for the Defendants, National Money Mart Company, Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd.

Bishop & McKenzie LLP

---

Counsel for the Defendants Dollar Financial Group, Inc.,

Parlee McLaws

---

Counsel for the Defendants, 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd.

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

Nicole Blasko

Plaintiff,

-and-

NATIONAL MONEY MART COMPANY  
carrying on business under the name and style of "Money Mart"

Defendant

File No: CI12-01-76868

THE QUEEN'S BENCH  
Winnipeg North

B E T W E E N:

JENNY BRIONES (née BEJARANO)

Plaintiff

- and -

NATIONAL MONEY MART COMPANY and DOLLAR FINANCIAL GROUP INC.

Defendants

**ORDER**

THIS MOTION of the Plaintiffs for an Order approving the settlement of these actions was heard on \_\_\_\_\_, 2017 at the Law Court Buildings 408 York Avenue, Winnipeg, Manitoba.

ON READING the Notice of Motion, supporting materials and written submissions of the Plaintiffs, and on hearing Paul R. Bennett, Mark W. Munteer and Craig G. Gillespie, counsel for the Plaintiffs; John Brown, counsel for the Defendants National Money Mart Company, and Shanna Hunka, counsel for Dollar Financial Group, Inc.

THIS COURT ORDERS AS FOLLOWS:

1. The settlement of these actions on the terms set out in the Settlement Agreement dated ●, including all Schedules (the "Settlement Agreement") is hereby approved, and is incorporated by reference into this Order.
2. Grant Thornton LLP is appointed as Auditor, until further order of this Court, on the terms and conditions and with the powers, duties and responsibilities set out in the Agreement.
3. This Settlement Approval Order, including the Agreement, is binding upon each Class Member.
4. Each Class Member is bound by this Order, whether or not such person receives a distribution, or whether such person claims compensation.
5. Each Class Member has, by virtue of the Agreement and of this Settlement Approval Order, individually, completely and unconditionally released, forever discharged and acquitted the Released Persons from any and all of the Settled Claims, and the Releases set forth in the Agreement shall have full force and effect.
6. Class Members and anyone claiming through or on behalf of any of them are forever barred from commencing, instituting or prosecuting the Settled Claims against any one of the Released Persons in any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, or any other forum, directly, representatively or derivatively.
7. Nothing herein shall release a Class Member from any outstanding obligation owed by a Class Member to Money Mart except to the extent that eligible Default Transactions are released pursuant to the Agreement.

8. No person may bring any action or take any proceedings against the Auditor, John P. Brown or any of their employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the administration of the Agreement or the implementation of this Settlement Approval Order except with leave of this Court.
9. The parties shall be at liberty to apply for further directions with respect to any matters arising under the Agreement, over which this Court retains continuing jurisdiction.
10. Except as provided herein these Actions are dismissed without costs, and with prejudice.

DATE \_\_\_\_\_

**SCHEDULE “B”: NOTICE PLAN**

1. Prior to the Notice Date, Class Counsel may have Canada Post attempt to update the address information contained in the Contact Database.
2. Where Money Mart has updated the Class Member’s address information within three years of the Settlement Date, then on or before the Notice Date, Money Mart shall, at least once, send the Postcard Notice, in the form attached as Schedule C, by e-mail to the last known e-mail address (if any), and by regular mail to the last known address, of each Class Member who obtained an Eligible Fast Cash Advance Transaction. Money Mart may send out additional copies of such notice during the Claims Period by e-mail to the last known e-mail address (if any), or by regular mail to the last known address of each Class Member who obtained an Eligible Fast Cash Advance Transaction.
3. Money Mart shall cause automated “robocalls” to be made to each Class Member on the Robocall List provided pursuant to paragraph 5 below (the “Robocalls”):
  - (a) on the third Monday after the Notice Date commencing at 5:30 pm MST;
  - (b) on the fifth Tuesday after the Notice Date commencing at 6:30 pm MST; and
  - (c) on the seventh Thursday after the Notice Date commencing at 4:30 pm MST;and where possible, such calls to have the CID “Class Action Settlement Notice” (604) 639-3690. Money Mart may cause additional Robocalls to be made during the Claims Period to the Class Members on the Robocall List.
4. The Robocalls shall contain a pre-recorded message, to be provided by Class Counsel, which states:

“This call is being made pursuant to the [date] Order of the Alberta Court of Queen’s Bench and the [date] Order of the Manitoba Court of Queen’s Bench. Under the terms of a court approved settlement you may be entitled to a refund of a portion of the cheque cashing fees you paid in relation to certain payday loans obtained from Money Mart and its franchises in Alberta prior to March 2010 and in Manitoba prior to November 2010. Please contact Bennett Mounteer, the Court appointed lawyers for class members, at 604-639-3690 or visit our website at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca). The deadline to file a claim is [date].”

5. At least five business days in advance of the robocalls being made, Class Counsel shall provide Money Mart with a list of phone numbers to robocall, which shall include the telephone number(s) in Settlement Database A for each Class Member, except for those Class Members who have made a claim, opted out, or asked not to be contacted (the “Robocall List”).
6. During the Claims Period, the Poster Notice, in the form attached as **Schedule D**, shall be posted in a prominent place at each Money Mart Location in Alberta and Manitoba.
7. During the Claims Period, the Website Notice, in the form attached as **Schedule E**, shall be posted on the Money Mart website.
8. Money Mart shall pay the costs associated with paragraphs 2 through 7 above.
9. Class Counsel may cause additional notice to be given to Class Members in any manner, including but not limited to, direct non-automated calls to Class Members, newspaper notice and notice by email provided that in each instance such notice is provided to each Class Member who obtained an Eligible Fast Cash Advance Transaction.

## SCHEDULE "C": POST CARD NOTICE

{First Name} {Last Name}

{Apt.#} {Street #} {Street Name}

{City}, {Prov}

(back)

**IMPORTANT LEGAL NOTICE****MONEY MART ALBERTA AND MANITOBA PAYDAY  
LOAN CLASS ACTIONS SETTLEMENT**

This notice has been sent to you in accordance with the Orders of the Alberta Court of Queen's Bench in *Young v. National Money Mart Company*, Court File No. 0301-16311 and *Day v. National Money Mart Company et al.*, Court File No. 0601—02908 and the Orders of the Manitoba Court of Queen's Bench in *Blasko v. National Money Mart Company*, Court File No. C104-01-37565 and *Briones v. National Money Mart Company et al.*, Court File No. C112-01-76868 (the "Actions")

Pursuant to the settlement reached in the Actions, you may be entitled to a Settlement Payment in the settlement of your claims against Money Mart and/or certain Money Mart franchisees. To claim this Settlement Payment you must complete a claims form at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca) or by calling [1-800-Number] before [insert date].

If you have any questions, please call Bennett Mounteer LLP, the Court appointed legal counsel for Class members, at [Number]. A copy of the Notice of Settlement and Settlement Agreement can be found at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca).



**SCHEDULE "D": POSTER NOTICE**



**NOTICE OF THE SETTLEMENT OF  
THE ALBERTA AND MANITOBA  
CLASS ACTIONS AGAINST MONEY  
MART AND AGAINST CERTAIN  
MONEY MART FRANCHISE  
STORES IN ALBERTA  
(the "Actions")**

**Read this notice carefully as it may affect your rights. This notice was approved by the Alberta Court of Queen's Bench and the Manitoba Court of Queen's Bench**

**This notice is directed to all residents of:**

**(1) Alberta who borrowed a Fast Cash Advance (or payday loan) from Money Mart in Alberta between October 16, 2001 and February 28, 2010 or from Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., 1008485 Alberta Ltd., 815028 Alberta Ltd., 632758 Alberta Ltd., or Money Mart Lloydminster Ltd. between December 1, 2005 and February 28, 2010; and**

**(2) Manitoba who borrowed a Fast Cash Advance (or payday loan) from Money Mart in Manitoba between April 26, 1998 and October 18, 2010;**

**and repaid that loan using a first party cheque delivered at the time the loan was obtained ("Eligible Fast Cash Advance Transaction").**

**A settlement reached in the Actions was approved by the Alberta Court of Queen's Bench on [Date] and by the Manitoba Court of Queen's Bench on [Date]. The settlement is a compromise of disputed claims. The defendants do not admit any wrongdoing or liability.**

The class actions sought to require National Money Mart Company and certain of its Franchisees to pay damages equal to the cheque cashing fees that you paid when repaying Eligible Fast Cash Advance Transactions (the "**Fees**"), on the theory that such Fees breached s. 347 of the *Criminal Code of Canada*. The Defendants deny that they owe damages.

**Who is part of the class actions?**

You are a member of the Class and entitled to participate in this settlement if you obtained an Eligible Fast Cash Advance Transaction (Collectively, the "Class Members").

### **What are the terms of the settlement?**

Each Class Member submitting a claim is entitled to receive a refund of up to 100% of the Fees they paid (subject to reductions for legal expenses and repayment of any unpaid loans), and to have all or a portion of their debts to Money Mart forgiven.

Refunds will be in the form of a Deferred Cash Payment and Services Voucher that is redeemable for cash in 3 years from issuance. The Deferred Cash Payment and Services Voucher can also be used immediately for services at a Money Mart store. A total of \$● will be available for these refunds in Deferred Cash Payment and Services Vouchers (the "Settlement Amount"). The precise amount of your refund will depend upon the total amount of the claims made against this Settlement Amount, may be reduced to pay your share of the legal expenses approved by the Court, and will be offset by any amount owing by you to any of the defendants. If the Settlement Amount available to pay claims is less than the total amount of the claims made, you will receive a pro rata share of the Settlement Amount.

The complete terms and conditions of this Court approved settlement are contained in the Settlement Agreement, which is available at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca).

### **How do I make a claim?**

To receive compensation under the settlement a Class Member must, on or before [date], submit a Claim Form using one of the following methods:

1. Completing the online Claim Form at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca);
2. Calling the toll-free number 1-800-639-0225 and providing a customer service representative with the information required to complete a Claim Form; or,
3. Completing and signing a Claim Form, attaching a copy of his/her Identification Document thereto and submitting it:

- a. by mail to
 

Bennett Mounter LLP
14th Floor - Sun Tower Building
128 West Pender Street
Vancouver, BC V6B 1R8
- b. or by fax to: (604) 639-3681
- c. or by e-mail to: [claims@moneymartclassaction.ca](mailto:claims@moneymartclassaction.ca)

A postcard notice will be delivered by mail to the last known address of all identified Class Members.

The Claim Form is available at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca). **Class Members must submit a Claim Form on or before [date] to receive compensation under this settlement.** Failure to submit a claim form on or before [date] will forever eliminate all rights to claim/receive settlement compensation, as you will be bound by the terms of the release.

#### Opt-Out Rights

In order to opt-out of this settlement a Class Member must return a completed and signed Opt-Out Form to Bennett Mounter LLP on or before [date]. Opt-Out Forms are available at [www.moneymartclassaction.ca](http://www.moneymartclassaction.ca).

**SCHEDULE “E”: WEBSITE NOTICE**

The Notice on the top of the page **should be amended to refer to Manitoba** and shall be linked to <http://www.moneymartclassaction.ca> .

**Money Mart**

IMPORTANT NOTICE: ALBERTA CLASS ACTION SETTLEMENT  
ALBERTA BORROWERS CLICK HERE FOR INFORMATION

Live Chat | Find a store | Existing Customer | 1-800-3...

Cash Advance | Installment Loans | Titanium+ Prepaid MasterCard | Cheque Cashing | Western Union | More Products

IMPORTANT NOTICE: ALBERTA CLASS ACTION SETTLEMENT

# Welcome to Money Mart®

When you need cash quick, Money Mart is here. From Cash Advance and Currency Exchange to Cheque Cashing and Bill Payment, we've got you covered.

**Apply online for a Cash Advance.**

Get your cash, skip the line.

[Apply Now](#)

Province:  You may be approved for a different loan amount.

How much?

Loan Amount	\$0	=	Total to Repay	
Fees	\$00.00		\$00.00	<a href="#">Apply Now</a>

**Get up to \$3000 cash with an Installment Loan**

**Get the Security of Chip & PIN**

Introducing the new Titanium+ Prepaid MasterCard

**SCHEDULE "F": CLAIM FORM**

**Class Action Settlement Claim Form Relating to Fast Cash Advance Transactions Obtained from Money Mart in Alberta between October 16, 2001 and February 28, 2010, from certain Money Mart Franchise Stores in Alberta between December 1, 2005 and February 28, 2010, and from April 26, 1998 to October 18, 2010 from Money Mart in Manitoba.**

Bennett Mounter LLP  
 14<sup>th</sup> Floor - Sun Tower Building  
 128 West Pender Street  
 Vancouver, BC V6B 1R8  
 Fax: (604) 639-3681  
 Email: [claims@moneymartclassaction.ca](mailto:claims@moneymartclassaction.ca)

To receive compensation under the settlement please complete the Claim Form below.

**If you do not wish to provide the last 3 digits of your Social Insurance Number, then you must mail or email a copy of this form (to the address above) with a copy of a government-issued photo identification document.** If you do not do that by the [Claims Period End Date], your claim will not be processed or eligible for payment.

Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Email: \_\_\_\_\_

Birth Date (MMDDYY) \_\_\_\_/\_\_\_\_/\_\_\_\_

Last 3 Digits of SIN: XXX XX\_\_ \_\_\_\_

Home Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Mailing Address: No. and Street: \_\_\_\_\_

Apt.: \_\_\_\_ City/Town \_\_\_\_\_ Prov: \_\_ Postal Code \_\_\_\_\_

By submitting this Claim Form, I solemnly declare that I am the person named above and I am a resident of Alberta for the purposes of the *Class Proceedings Act* and/or wish to opt into this Class proceeding.

**SCHEDULE "G": OPT-OUT FORM**

**NATIONAL MONEY MART COMPANY SETTLEMENT  
OPT-OUT FORM**

**I do not want to participate in the class actions in Alberta Court of Queen's Bench - *Young v. National Money Mart Company*, Court File No. 0301-16311 and *Day v. National Money Mart Company et al.*, Court File No. 0601—02908 and in the Manitoba Court of Queen's Bench - *Blasko v. National Money Mart Company*, Court File No. C104-01-37565 and *Briones v. National Money Mart Company et al.*, Court File No. C112-01-76868 (the "Actions").**

**I understand that if I complete this form I WILL NOT RECEIVE ANY PAYMENT or benefit from the settlement agreement negotiated in the Actions from which I am opting out, and, to the extent that I may wish to pursue a claim against any of the Defendants, I will need to pursue my claim individually.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

Date of Birth \_\_\_\_\_  
Month Day Year

\_\_\_\_\_  
Address

\_\_\_\_\_, Alberta \_\_\_\_\_  
City Postal Code

Dated: \_\_\_\_\_  
Month Day Year

This document must be delivered (in person, by mail, courier, fax or E-mail) to the address below by no later than [Date].

Money Mart Claims Administrator  
Bennett Mounteer LLP  
1400 – Sun Tower Building  
128 West Pender Street  
Vancouver, BC V6B 1R8  
Fax: (604) 639-3680  
E-mail: [claims@moneymartclassaction.ca](mailto:claims@moneymartclassaction.ca)

**SCHEDULE "H": ENTITLEMENT LETTER***DATE + PERSONAL ADDRESS*

Dear [XXXX],

We are writing to confirm that we have received and:

 approved, as outlined below; OR have not approved

your claim for a refund of Cheque Cashing Fees in accordance with the terms of the settlement of the actions in the Alberta Court of Queen's Bench - *Young v. National Money Mart Company*, Court File No. 0301-16311 and *Day v. National Money Mart Company et al.*, Court File No. 0601—02908 and in the Manitoba Court of Queen's Bench - *Blasko v. National Money Mart Company*, Court File No. C104-01-37565 and *Briones v. National Money Mart Company et al.*, Court File No. C112-01-76868 (the "Actions"). The Settlement Agreement and the Orders approving it are available for review at [www.classcounsel.ca](http://www.classcounsel.ca).

Our records indicate that:

 you paid \$\_\_\_\_\_ in Cheque Cashing Fees you have no Cheque Cashing Fees and are not entitled to a refund.

Please note that only the percentage fee and the fixed fee paid to cash a cheque used to repay a Fast Cash Advance or payday loan are considered to be Cheque Cashing Fees in the settlement and are considered for the purposes of eligibility for benefits.

**All letters with Entitlements**

Pursuant to the terms of the Settlement Agreement, **we have calculated that you are entitled to receive a refund** of \$\_\_\_\_\_.

**Option A (Partial Set-off)**

According to the records of Money Mart, you have an outstanding debt which you failed to repay in the amount of \$\_\_\_\_\_. In accordance with the Agreement, **we have deducted this amount from your refund and you will receive the net balance of** \$\_\_\_\_\_.

**Option B (Complete Set-off)**

According to the records of Money Mart, you have an outstanding loan which you failed to repay in the amount of \$ ----- . In accordance with the Agreement, **all of your refund will be paid to reduce that debt and the remaining balance of your debt incurred prior to 1 July 2015 will be forgiven up to the remaining amount of all Cheque Cashing Fees you paid during the Settlement Period that have not otherwise been forgiven under the Settlement Agreement.**

**If Pro Rata Reduction of Claim**

Your refund constitutes \_\_\_\_% of the qualifying Cheque Cashing Fees you paid and is the amount of your entitlement remaining after payment of your share of the Class Counsel Fees.

Your refund has been calculated as a pro rata share of the Settlement Amount available to pay all of the claims made by Class Members based on the total amount of those claims. If any adjustments are made to the entitlement of other class members through the Appeal Process, then your actual entitlement may slightly vary from the amount set out above.

If the amount of the actual entitlement is less than the amount set out in this letter, we will provide an explanation of the adjustment on our website at [Insert Web Address].

**In all letters**

Your refund will be in the form of a Deferred Cash Payment and Services Voucher and will be mailed out to you after the end of the Appeal Period.

If you believe that an error has been made, please complete the Entitlement Appeal Form (on back of this letter) and return it to Class Counsel by [Date] by mail or fax to: [address and fax details]. No Appeal will be accepted after that date.



**SCHEDULE "I": ENTITLEMENT APPEAL FORM**

*(To Be Printed on Back of Payment Letter and Denial Letter)*

**APPEAL FORM**

Full Name

Email Address

Address

(If Different From Front)

Home Phone Number

Cell Phone Number

Work Phone Number

If you believe that an error has been made in the calculation of your entitlement under the Settlement Agreement, please carefully explain why you believe that your entitlement is incorrect. In addition, please include copies of any supporting documents (for example, cancelled cheques, account statements, or loan documents).

Class Counsel may attempt to contact you at each of the phone numbers and the email address you have provided above. Your dispute will be withdrawn if you fail to respond to Class Counsel within 14 days.

**Reason for Dispute (Required)**

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**SCHEDULE "J": DEFERRED CASH PAYMENT AND SERVICES VOUCHER**

THIS VOUCHER CONTAINS A MICROLINE BORDER AND SECURITY FEATURES



MONEY MART CLASS ACTION SETTLEMENT

XXXXXX

**KEEP THIS VOUCHER IN A SAFE PLACE**

ISSUED DEFERRED CASH PAYMENT AND SERVICES VOUCHER IN THE AMOUNT OF THREE HUNDRED SIXTY FIVE DOLLARS (\$365.00)

TO THE ORDER OF JOHN DOE  
123 ANYWHERE STREET  
CALGARY, AB  
V5Z 2K2

This Deferred Cash Payment and Services Voucher can be used by you at any time until [date #1] for services offered at any Money Mart Store by following the procedure as set out in your Entitlement Letter.

Alternatively, between [date #1] and [date #2], this Voucher can be redeemed for cash by you, after deduction of (a) any amounts already used by you for services and (b) any amounts of any kind owing by you to Money Mart or a Money Mart Franchise Defendant at the date of redemption, by following the procedure set out in your Entitlement Letter.

**NON-TRANSFERABLE**

**Redeemed For Cash on •**

**National Money Mart Company**

\_\_\_\_\_  
**John Doe**

per \_\_\_\_\_

THIS VOUCHER CONTAINS A MICROLINE BORDER AND SECURITY FEATURES

**SCHEDULE "K": PAYMENT LETTER**

*DATE + PERSONAL ADDRESS*

Dear [XXXX],

Re: Money Mart Settlement Refund

Please find enclosed your Deferred Cash Payment and Services Voucher in the amount of <amount> in respect of the Claim.

YOUR VOUCHER IS NON-TRANSFERABLE.

**To Redeem your Voucher for Services:**

Until <date #1>, you can use the Deferred Cash Payment and Services Voucher for services offered at any Money Mart location upon presentation of government-issued photo identification.

Your Deferred Cash Payment and Services Voucher may be used for payday loans, cheque cashing, and debit cards. You may only use a maximum of \$10 of your Deferred Cash Payment and Services Voucher per transaction, except income tax preparation services where you may only use a maximum of \$25 of your Deferred Cash Payment and Services Voucher per transaction.

Your Deferred Cash Payment and Services Voucher cannot be used for wire transfers, foreign exchange, and money order purchases.

With the exception of redemption between <date #1> and <date #2> according to the procedures below, this Voucher has no cash value.

**To Redeem your Voucher for Cash:**

YOUR VOUCHER CAN ONLY BE REDEEMED FOR CASH BETWEEN <DATE #1> AND <DATE #2 > Vouchers submitted BEFORE this time period will NOT be eligible for redemption for cash.

If you wish to redeem your Voucher for an equivalent amount of cash (after deduction of (a) any amounts already used by you for services and (b) any amounts of any kind owing by you to Money Mart or a Money Mart Franchise Defendant at the date of redemption), you must attend at any Money Mart store between <date #1> and <date #2> and sign and present your Voucher and government-issued photo identification. Cash will be distributed to you at that time.