

Schedule "A"

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

DOCUMENT **FURTHER AMENDED STATEMENT OF CLAIM**
(Original filed March 2, 2006 and amended December 15, 2006)

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NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

The Parties

1. The representative Plaintiff, H. Craig Day ("Day"), is a resident of Calgary, Alberta.

2. The representative Plaintiff brings this action on his own behalf and on behalf of all persons who have borrowed money as a 'Fast Cash Advance' or 'Payday Loan' ("Payday Loan") from a Money Mart store in Alberta and have repaid that Payday Loan using the post-dated first party cheque provided in order to obtain the loan, between March 2, 2004 and April 30, 2010 (the "Class").

3. The Defendant, National Money Mart Company ("Money Mart") is a company incorporated under the laws of Nova Scotia and carries on the business of lending money in Alberta under the name Money Mart. Money Mart is registered as an extra-provincial company under the laws of Alberta.

4. The Defendant, Dollar Financial Group, Inc. ("Dollar Financial") is a company incorporated pursuant to the laws of New York, United States of America, with Principal Executive Offices at Suite 310 - 1436 Lancaster Avenue, Berwyn, Pennsylvania, U.S.A. Dollar Financial carries on the business of lending money in the United States and also operates under the name "Money Mart".

5. The Defendants Money Mart Spruce Grove Ltd., Money Mart St. Albert Ltd., Money Mart Leduc Ltd., Noralta Money Mart Ltd., and Money Mart Lloydminster Ltd. are companies incorporated under the laws of Alberta with a registered office at 2500, 10155 – 102 Street, Edmonton Alberta, T5J 4G8.

6. The Defendants 1008485 Alberta Ltd., 815028 Alberta Ltd., and 632758 Alberta Ltd. are companies incorporated under the laws of Alberta with a registered office at 1500, 10180 – 101 Street, Edmonton, Alberta, T5J 4K1.

7. At all material times, Money Mart carried out its lending business in Alberta through stores owned by Money Mart and through stores owned and operated by franchisees of Money Mart (the "Franchisees")

8. 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. are or were Franchisees of Money

Mart and carried on the business of lending money under the name Money Mart prior to April 30, 2010.

9. Dollar Financial is Money Mart's parent corporation and is the owner of the "Money Mart" trademark in the United States. Dollar Financial exercises effective and actual control over and directs the management of Money Mart. Dollar Financial and Money Mart are organized such that they operate as one common enterprise and Money Mart functions effectively as a part of Dollar Financial.

10. Dollar Financial provides a variety of services to Money Mart necessary for Money Mart to carry on its business, including executive management, financing, accounting, planning and strategic analysis, operations support and other administrative services. In particular, Dollar Financial has the overall responsibility for managing all facets of the loan business carried on by Money Mart and bears the entire risk of loss relating to the loans advanced by Money Mart.

The Payday Loan Business

11. Between 1996 and April 30th, 2010, Money Mart provided short-term loans for small amounts known as "Fast Cash Advances" or "Payday Loans". Money Mart markets and intends these Payday Loans to be used by borrowers as a means to bridge short-term cash needs between paydays.

12. Both the term and the maximum amount of the Payday Loans provided by Money Mart are set by Money Mart, in accordance with its standard operating procedures, in relation to the borrower's next scheduled "payday", meaning the next date on which the borrower will receive the next payment from the borrower's source of income, either from employment or some other form of regular payment such as a pension, unemployment insurance or disability benefits.

13. At all materials times, Money Mart's standard operating procedures provided that:

- (a) each borrower must execute Money Mart's standard form Payday Loan agreement, in the form then used by Money Mart, the terms of which are not negotiable and have not been negotiated by Money Mart;
- (b) the maximum term of a Payday Loan could be up to 31 days but could not exceed the borrower's next scheduled payday;
- (c) the "due date" of the Payday Loan recorded in the standard form Payday Loan agreement must be set as the date before the borrower's next scheduled payday; and
- (d) the maximum amount of a Payday Loan could not exceed 30% of the amount the borrower would receive on the borrower's next scheduled payday, up to July 1, 2004 and subsequent to that date, could not exceed 40% of that amount.

14. At all material times, Money Mart advanced Payday Loans on terms that required the borrower, upon execution of Money Mart's standard form Payday Loan agreement and in order to obtain the Payday Loan, to provide Money Mart with a first party cheque, meaning a cheque payable to the borrower and endorsed by the borrower, post-dated to the date of the borrower's next scheduled payday and in an amount equal to:

- (a) the principal amount of the Payday Loan;
- (b) interest on the Payday Loan calculated in accordance with the terms of the standard form Payday Loan agreement then used by Money Mart; and
- (c) Money Mart's standard "First Party Cheque Cashing Fee" calculated in accordance with the terms of the standard form Payday Loan agreement then used by Money Mart.

15. Each of the standard form Payday Loan agreements used by Money Mart in providing Payday Loans calculates an amount stated to be interest on the Payday Loan, to be included in the amount of the post-dated first party cheque the borrower

must provide in order to obtain the Payday Loan, which amount is calculated at an effective annual rate of interest of at least 46.44%.

16. Each of the standard form Payday Loan agreements used by Money Mart in providing Payday Loans sets out a formula for calculating the amount of Money Mart's standard First Party Cheque Cashing Fee, to be included in the amount of the post-dated first party cheque the borrower must provide to Money Mart in order to obtain the Payday Loan, which formula sets the First Party Cheque Cashing Fee as the sum of:

- (a) an amount equal to a percentage of the principal amount of the Payday Loan, which percentage has ranged from 2.90% to 16.26% in the standard form Payday Loan agreements used by Money Mart from time to time; and
- (b) a set dollar amount, which amount has ranged from \$2.49 to \$14.99 in the standard form Payday Loan agreements used by Money Mart from time to time.

17. Each of the standard form Payday Loan agreements used by Money Mart in advancing Payday Loans provides that the borrower must repay the principal amount of the Payday Loan, with interest as calculated on the Payday Loan agreement, in cash on the "due date" set by the standard form Payday Loan agreement, which under Money Mart's standard operating loan procedures is set as the day before the borrower's next scheduled payday. Each of the standard form Payday Loan agreements provides further that if the borrower does not repay this amount in cash before the borrower's next payday, the loan will be repaid by Money Mart cashing on the borrower's payday the post-dated first party cheque provided by the borrower in order to obtain the Payday Loan.

18. The substance of the terms on which Money Mart has advanced Payday Loans as set out in paragraphs 11 through 17 above, and the true character and effect in law of those terms, is that the Payday Loans provided by Money Mart are loans until the borrower's next payday, with a right provided to the borrower to prepay that loan in cash before the borrower's next payday and thereby avoid payment of Money Mart's

standard First Party Cheque Cashing Fee which the borrower is otherwise required to pay in order to obtain the benefit of the Payday Loan until the borrower's next payday.

19. The Franchisees' stores and the stores owned and operated by Money Mart are indistinguishable in appearance and method of operation. The Franchisees use Money Mart's computer system. The Franchisees offer Payday Loans in the same form and on the same terms as Money Mart. The Franchisees pay Money Mart a monthly fee or payment which includes a percentage of each First Party Cheque Cashing Fee collected by the Franchisees from each Payday Loan made by them.

20. Money Mart and the Franchisees have advanced Payday Loans to the Class members in the manner and on the terms set out in paragraphs 11 through 19 above, and have collected repayment of at least one Payday Loan from each of the Class members through cashing the post-dated first party cheque the Class member was required to provide in order to obtain the Payday Loan. As a result, Money Mart and the Franchisees have collected from each Class member in respect of at least one Payday Loan:

- (a) the principal amount of the Payday Loan immediately upon expiry of the loan term, which in every case was within 37 days of the loan advance;
- (b) interest calculated on the principal amount of the Payday Loan calculated at an effective annual rate of at least 59% for the loan term; and
- (c) an additional sum in the amount of Money Mart's standard First Party Cheque Cashing Fee, which in every case exceeds 2.90% of the principal amount of the loan advanced.

21. The Payday Loans advanced by Money Mart to the Class members were advanced by Money Mart, and the First Party Cheque Cashing Fees received by Money Mart in relation to those loans were collected and used or transferred by Money Mart, at the direction and under the control of Dollar Financial for the mutual benefit of both Money Mart and Dollar Financial.

22. Dollar Financial has received from Money Mart part of the First Party Cheque Cashing Fees collected by Money Mart from the Class members. In particular, Dollar Financial has received from Money Mart:

- (a) royalty payments calculated as a percentage of the First Party Cheque Cashing Fees collected by Money Mart (the "Royalty Payments"); and
- (b) management fees paid for management and other operations or administrative services provided by Dollar Financial in relation to Money Mart's Payday Loan business (the "Management Fees"); and
- (c) financing fees for financing provided by Dollar Financial for Money Mart's Payday Loan business (the "Financing Fees");

which have been paid, and which Dollar Financial knew were paid, in whole or in part, from the First Party Cheque Cashing Fees collected by Money Mart from the Class members in respect of their Payday Loans.

The Plaintiff's Payday Loans

23. Between 1999 and 2005, the Plaintiff obtained a series of Payday Loans from Money Mart, the particulars of which are well known to Money Mart and Dollar Financial. The amounts of these loans ranged from \$100 to \$400 and the term of these loans generally did not exceed 14 days.

24. The Plaintiff repaid each of the Payday Loans he obtained from Money Mart by Money Mart cashing on the Plaintiff's payday the post-dated first party cheque that he was required to provide Money Mart in order to obtain each Payday Loan, as set out in paragraph 14 above.

25. As a result of the repayment by the Plaintiff of his Payday Loans through Money Mart cashing the post-dated first party cheque provided by the Plaintiff in order to obtain the Payday Loans, Money Mart has received in respect of each of the Plaintiff's Payday Loans:

- (a) repayment of the principal amount of each Payday Loan immediately upon expiry of the loan term, and in every case, within 37 days of the loan advance;
- (b) interest calculated on the principal amount of the Payday Loan at an effective annual rate in excess of 59% for the loan term; and
- (c) an additional sum in the amount of Money Mart's standard First Party Cheque Cashing Fee, which in every case is in excess of 2.9% of the principal amount advanced.

S. 347(1) of the *Criminal Code*

26. Money Mart's standard First Party Cheque Cashing Fee charged and collected by Money Mart and the Franchisees from Class members, pursuant to the terms of Money Mart's standard form Payday Loan agreements by which each Payday Loan was advanced to the Class members, including the standard First Party Cheque Cashing Fee charged and collected by Money Mart in respect of the Plaintiff's Payday Loans, constitutes interest for the purpose of s. 347(1) of the *Criminal Code*, R.S.C. 1985, c. C-46 ("*Criminal Code*").

27. The effective annual rate of interest paid by the Class members and earned by Money Mart and the Franchisees as a result of the collection by Money Mart and the Franchisees of Money Mart's standard First Party Cheque Cashing Fee from Class members upon repayment of their Payday Loans, by Money Mart and the Franchisees cashing the post-dated first party cheque provided to them by the Class members at the time of the advance of their Payday Loans, including the effective annual rate of interest paid by the Plaintiff and earned by Money Mart as a result of the collection by Money Mart of its First Party Cheque Cashing Fees in respect of the Plaintiff's Payday Loans, in every case far exceeds 60% on the principal amount of each Payday Loan advanced, calculated in accordance with generally accepted actuarial practices and principles, and constitutes a criminal rate of interest as defined in s. 347(1) of the *Criminal Code*.

28. The terms of the standard form Payday Loan agreements used by Money Mart and the Franchisees to advance Payday Loans to Class members, including the Plaintiff, required them to pay Money Mart's First Party Cheque Cashing Fee in order to obtain the benefit of the Payday Loan until their next payday, in an amount resulting in an effective rate of interest on the Payday Loan in excess of 60%, and therefore, in every case those agreements constitute agreements to receive interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.

29. The collection by Money Mart and the Franchisees of Money Mart's standard First Party Cheque Cashing Fees from the Class members upon repayment of their Payday Loans, by Money Mart and the Franchisees cashing the post-dated first party cheque provided to Money Mart and the Franchisees by the Class members at the time of the advance of their Payday Loans, including the collection by Money Mart of its standard First Party Cheque Cashing Fee in respect of the Plaintiff's Payday Loans, constitutes the receipt of interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*.

30. The collection by Money Mart of Money Mart's First Party Cheque Cashing Fees from the Class members and the use and transfer of those First Party Cheque Cashing Fees, at the direction and under the control of Dollar Financial, and the receipt by Dollar Financial of the Royalty Payments, Management Fees and Financing Fees paid in whole or in part from those First Party Cheque Cashing Fees, including the First Party Cheque Cashing Fees collected by Money Mart from the Plaintiff, constitutes the receipt by Dollar Financial of interest, or a partial payment of interest, at a criminal rate contrary to s. 347(1) of the *Criminal Code*.

31. Money Mart, at the direction and under the control of Dollar Financial and for the mutual benefit of both Money Mart and Dollar Financial, has knowingly and deliberately entered into agreements for the advance of its Payday Loans to Class members on terms which offend s. 347(1) of the *Criminal Code*, and received loan fees which violate s. 347(1) for the purpose of receiving an unlawful rate of return on the Payday Loans to the Class members.

Unjust Enrichment

32. Money Mart and the Franchisees have been enriched by the receipt of the First Party Cheque Cashing Fees paid by members of the Class upon repayment of their Payday Loans, by Money Mart and the Franchisees cashing the post-dated first party cheques provided to it by the Class members at the time of the advance of their Payday Loans, which has resulted in the receipt by Money Mart and the Franchisees of interest on those Payday Loans in excess of the maximum rate of interest permitted by s. 347(1) of the *Criminal Code*, and in particular, Money Mart has been enriched by the receipt of the First Party Cheque Cashing Fees paid by the Plaintiff.

33. Dollar Financial has been enriched by the receipt of the Royalty Payments, Management Fees and Financing Fees paid in whole or in part from the First Party Cheque Cashing Fees collected from the Class members , including the First Party Cheque Cashing Fees paid by the Plaintiff, and which Dollar Financial knew were paid from these Fees.

34. Each member of the Class has been deprived by the payment of the First Party Cheque Cashing Fees each member has made to Money Mart and the Franchisees upon repayment of their Payday Loans, pursuant to Money Mart and the Franchisees cashing the post-dated first party cheque provided to them by the Class member in order to obtain a Payday Loan, and in particular, the Plaintiff has suffered a deprivation by the payment to Money Mart of the First Party Cheque Cashing Fees in respect of the Plaintiff's Payday Loans.

35. There is no juristic reason why Money Mart and the Franchisees should have received or should retain the benefit of the First Party Cheque Cashing Fees paid by the Class members upon the repayment of their Payday Loans, pursuant to Money Mart and the Franchisees cashing the first party cheques provided to it by the Class members in order for them to obtain those Payday Loans, which Fees have resulted in the receipt by Money Mart and the Franchisees of interest at a criminal rate on those loans, and in particular, there is no juristic reason for Money Mart to have received or to retain the benefit of the First Party Cheque Cashing Fees paid by the Plaintiff which has

resulted in the receipt by Money Mart of a criminal rate of interest in respect of the Plaintiff's Payday Loans.

36. There is no juristic reason for Dollar Financial to retain the benefit it has received from the Royalty Payments, Management Fees and Financing Fees paid in whole or in part from the First Party Cheque Cashing Fees paid by the Class members, including the First Party Cheque Cashing Fees paid by the Plaintiff, the payment of which Fees has resulted in the receipt by Dollar Financial of interest at a criminal rate or a partial payment of such interest.

37. As set out in paragraphs 32 through 36 above, Money Mart, the Franchisees, and Dollar Financial have been unjustly enriched by the collection of Money Mart's standard First Party Cheque Cashing Fees from the Plaintiff and other members of the Class, upon repayment by them of their Payday Loans pursuant to the post-dated first party cheques provided by them to Money Mart and the Franchisees in order to obtain their Payday Loans.

Unconscionable and Unlawful Practices

38. The Plaintiff and other Class members are:

- (a) "consumers" within the meaning of s. 1(1)(c) of the *Fair Trading Act*, R.S.A. 2000, c. F-2 (the "*Fair Trading Act*").
- (b) "borrowers" within the meaning of s. 58(d) of the *Fair Trading Act*.
- (c) "debtors" within the *Unconscionable Transactions Act*, R.S.A. 2000, c.U-2 (the "*UTA*").

39. Money Mart and the Franchisees are:

- (a) "suppliers" of a consumer transaction within the meaning of s. 1(1)(l) of the *Fair Trading Act*.
- (b) "credit grantors" within the meaning of s. 58(m) of the *Fair Trading Act*.

(c) “creditors” within the meaning of the *UTA*.

40. The Payday Loan agreements used to advance Payday Loans to the representative Plaintiff and other Class members are "credit agreements" within the meaning of s. 1(1)(c.1) of the *Fair Trading Act*.

41. The Payday Loans advanced by Money Mart and the Franchisees to the representative Plaintiff and other Class members are:

(a) “consumer transactions” within the meaning of s. 1(1)(c) of the *Fair Trading Act*.

(b) “money lent” within the meaning of the *UTA*.

42. The First Party Cheque Cashing Fees are included within the “cost of the loan” within the meaning of the *UTA*.

43. Each of the Payday Loans provided by Money Mart and the Franchisees were advanced upon terms and conditions that required the payment of the payment of interest at a criminal rate contrary to s. 347 of the *Criminal Code* on the borrower’s next payday. As such, the cost of each Payday Loan was, in law, excessive, and each Payday Loan transaction was harsh and unconscionable within the meaning of s. 2 of the *UTA* and an unfair practice within the meaning of s. 6(3)(c) of the *Fair Trading Act*.

44. At all materials times, Money Mart and the Franchisees have either failed to disclose the APR of the Payday Loans or misstated the APR of the Payday Loans by failing to include the First Party Cheque Cashing Fees in the APR calculation, as required by s. 63 and s. 77 of the *Fair Trading Act* and s. 8(1)(o) of the *Cost of Credit Disclosure Regulation*, Alta. Reg 198/99 (the “*CCD Regulation*”).

45. As a result of the unconscionable and unlawful practices of Money Mart and the Franchisees, as set out in paragraphs 43 and 44 above, the Plaintiff and other Class members are entitled to repayment of or damages for the First Party Cheque Cashing Fees paid by them, upon repayment of their Payday Loans pursuant to the post-dated cheques they provided to obtain their Payday Loans, which resulted in the

payment by them of interest on their Payday Loans in excess of the rate of 60% per annum, being the maximum rate of return permitted by s. 347 (1) of the *Criminal Code*.

46. As a further result of the breach of the *Fair Trading Act* and the *CCD Regulation* by Money Mart and the Franchisees, the Plaintiff and other Class members are entitled to statutory damages from Money Mart and the Franchisees in the amount of the lesser of \$500 or 5% of the maximum outstanding balance of the Payday Loans as provided by s. 98(3) of the *Fair Trading Act*.

Conspiracy

47. In or around 1996, Money Mart and Dollar Financial agreed with each other to implement a scheme to provide Payday Loans to the Class members, including the Plaintiff, in order to earn profits on those Payday Loans at an unlawful rate of interest (the "Conspiracy"). The Franchisees subsequently joined that Conspiracy.

48. Dollar Financial, Money Mart, and the Franchisees have committed the following unlawful and overt acts in furtherance of the Conspiracy:

- (a) Money Mart and Dollar Financial designed and implemented a business model in which Money Mart and the Franchisees would charge and receive interest at a criminal rate contrary to s. 347(1) of the *Criminal Code* on the Payday Loans. The steps taken in the implementation of this business model included: drafting the standard form Payday Loan agreements, hiring employees, creating a computer system for maintaining customer records, opening store locations, raising financing for Money Mart operation, advertising and establishing the Money Mart brand, creating a website, establishing standardized collection procedures, appointing common officers and directors, holding directors and shareholder meetings, and providing the Payday Loans to the public pursuant to the business model designed.
- (b) Money Mart and Dollar Financial knowingly caused, directed, abetted or counselled the Franchisees to be incorporated for the purpose of charging

and receiving interest at a criminal rate contrary to s. 347(1) of the *Criminal Code* on the Payday Loans, and in furtherance of that purpose, have required the Franchisees, pursuant to the terms of their franchise agreements, to advance Payday Loans in accordance with the standard operating procedures and terms set by Money Mart and Dollar Financial.

- (c) Money Mart and the Franchisees entered into contracts with the Class members that required the payment of First Party Cheque Cashing Fees in contravention of s. 347(1) the *Criminal Code*, and received payment of the First Party Cheque Cashing Fees in contravention of s. 347(1) of the *Criminal Code* as set out in paragraphs 11 through 20 and paragraphs 26 through 29 above.
- (d) Dollar Financial, through its direction and control of Money Mart and through the provision to Money Mart of management, financing, administrative and operating services, has knowingly caused, directed, abetted or counselled Money Mart to enter into contracts with the Class members that required the payment of First Party Cheque Cashing Fees and to receive payment of those First Party Cheque Cashing Fees, as set out in paragraphs 9, 10, 21, 22 and 31 above, and in doing so contravened s. 21 and s. 22 of the *Criminal Code* and Dollar Financial has itself received interest at a criminal rate, or a partial payment of such interest, as set out in paragraph 30 above.
- (e) Money Mart and Dollar Financial have assisted the Franchisees in the operation of their Payday Loan business, by providing administrative and technical support including access to Money Mart's transaction computer system, which the Franchisees have used to process payday loans advanced by them and, as a result, through the provision of this support, Money Mart and Dollar Financial have aided and abetted the Franchisees in collecting unlawful interest from the class members in respect of their payday loans, contrary to s. 21 and 22 of the *Criminal Code*.

49. Dollar Financial, Money Mart, and the Franchisees knew or ought to have known that the unlawful acts each of them committed in furtherance of the Conspiracy, as set out in paragraph 48, were likely to cause harm and injury to the Class members, including the Plaintiff.

50. As a result of the unlawful acts committed in furtherance of the Conspiracy, as set out in paragraph 48, the Class members, including the Plaintiff, have suffered damage and loss, which includes but is not limited to the payment of the First Party Cheque Cashing Fees, and Dollar Financial, Money Mart, and the Franchisees are jointly and severally liable for that damage and loss.

Joint and Several Responsibility

51. In addition, Dollar Financial is also jointly and severally liable for the acts of Money Mart in advancing the Payday Loans to the representative Plaintiff and other Class members, and in collecting the First Party Cheque Cashing Fees from them, because those acts were committed by Money Mart:

- (a) at the direction, under the control and with the assistance of Dollar Financial; and/or
- (b) in furtherance of a common business enterprise carried on and operated by Money Mart and Dollar Financial for their mutual benefit, in which Money Mart functions as if it were a part of Dollar Financial.

Time and Place of Trial

52. The Plaintiff and other Class members propose that the trial of the common issues take place at the Courthouse in Calgary, Alberta and further estimate that the trial of the common issues will take no more than 25 days.

WHEREFORE, the representative Plaintiff claims on his own behalf and on behalf of Class members:

- (a) a declaration that Money Mart's standard First Party Cheque Cashing Fees charged by Money Mart and the Franchisees upon repayment of a Payday Loan, pursuant to Money Mart and the Franchisees cashing the post-dated first party cheque provided by Class members in order to obtain a Payday Loan, are interest within the meaning and for the purpose of s. 347 of the *Criminal Code*;
- (b) a declaration that Money Mart's standard form Payday Loan agreements, which are used by to provide Payday Loans to the Class members, are unlawful;
- (c) an accounting or restitution to the Plaintiff and Class members of all First Party Cheque Cashing Fees received by the Defendants, or any of them, from the Plaintiff and Class members pursuant to Money Mart and the Franchisees cashing the post-dated first party cheques provided by the Plaintiff and the Class members in order to obtain their Payday Loans;
- (d) repayment of all First Party Cheque Cashing Fees received by Money Mart and the Franchisees as a result of the harsh and unconscionable Payday Loan transactions pursuant to s. 2(c) of the *UTA* and s. 7(1) of the *Fair Trading Act*;
- (e) statutory damages from Money Mart and the Franchisees, or any of them in the amount equal to the lesser of \$500 or 5% of the maximum outstanding balance of the Payday Loan as provided by s. 98(3) of the *Fair Trading Act*;
- (f) damages for conspiracy;
- (g) a declaration that Dollar Financial is jointly and severally liable for any liability of Money Mart to the Class members arising out of the collection by Money Mart of the First Party Cheque Cashing Fees;

- (h) interest on all amounts found to be owing pursuant to the *Judgment Interest Act*, R.S.A. 1980, c. J-0.5, and amendments thereto;
- (i) costs on a solicitor and client basis or alternatively, enhanced party/party costs with full indemnity for disbursements and GST; and
- (j) such further and other relief as this Honourable Court finds just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.