

THE QUEEN'S BENCH
Winnipeg Centre

BETWEEN:

JENNY BRIONES (née BEJARANO)

PLAINTIFF

AND:

NATIONAL MONEY MART COMPANY, and DOLLAR
FINANCIAL GROUP, INC.

DEFENDANTS

(Brought under *The Class Proceedings Act*, C.C.S.M. c. 130)

TRUE COPY

ORDER

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THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE ASSOCIATE CHIEF)
JUSTICE PERLMUTTER) Tuesday, the 24th day of October
2017)

BETWEEN:

JENNY BRIONES (née BEJARANO)

PLAINTIFF

AND:

NATIONAL MONEY MART COMPANY, and DOLLAR
FINANCIAL GROUP, INC.

DEFENDANTS

(Brought under *The Class Proceedings Act*, C.C.S.M. c. 130)

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ORDER

THIS MOTION, made by the Plaintiff, Jenny Briones (née Bejarano), for an Order certifying this action as a class proceeding for settlement purposes only and approving the settlement of the certified class proceeding, was heard on October 24, 2017, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Notice of Motion dated October 5, 2017 and filed October 12, 2017 and the Affidavit of Mark W. Munteer sworn October 5, 2017, and the written submissions of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff, and counsel for the Defendant, National Money Mart Company ("Money Mart"), and no one appearing for the Defendant Dollar Financial Group, Inc. ("Dollar"), although duly served, and upon counsel for Money Mart advising the Court that Dollar supported Money Mart's position on the motion.

1. THIS COURT ORDERS that this action be certified as a class proceeding against Money Mart only for the purposes of the Settlement Agreement between the parties dated July 20, 2017 (the "Settlement Agreement").
2. THIS COURT ORDERS that the Class be comprised of all persons who have borrowed money as a "Fast Cash Advance" or "Payday Loan" from a Money Mart store in Manitoba and have repaid that loan using the post-dated first party cheque provided in order to obtain the loan, between February 1, 2006 and October 18, 2010 (the "Class").
3. THIS COURT ORDERS that Jenny Briones be appointed as Representative Plaintiff on behalf of the Class.
4. THIS COURT ORDERS that the claims asserted on behalf of the Class against the Defendants are set out in the Statement of Claim and include, *inter alia*, a claim for restitution of unlawful interest.
5. THIS COURT ORDERS that the relief sought on behalf of the Class is set out in the Statement of Claim and includes, *inter alia*:
 - (a) a declaration that the standard First Party Cheque Cashing Fees charged by Money Mart upon repayment of a Payday Loan, pursuant to Money Mart 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*, R.S.C. 1985, c. C-46; and
 - (b) an accounting or restitution to the Class Members of all First Party Cheque Cashing Fees received by Money Mart from the Class Members, pursuant to Money Mart cashing the post-dated first party cheques provided by the Class Members in order to obtain their Payday Loans;

6. THIS COURT ORDERS that for settlement purposes only the following issues are common to the proposed class:

- (a) Does the First Party Cheque Cashing Fee charged by Money Mart and paid by the Class Members upon the repayment of their Payday Loans, pursuant to Money Mart cashing the post-dated first party cheque provided to it by the Class Members in order for them to obtain those Payday Loans, in accordance with the terms of any or all versions of Money Mart's standard form Payday Loan agreements, constitute interest as defined by and for the purpose of s. 347 of the *Criminal Code*?
- (b) If the answer to (a) is yes, has the collection by Money Mart of the First Party Cheque Cashing Fees from the Class Members, pursuant to Money Mart cashing the post-dated first party cheque provided to it by Class Members in order for them to obtain their Payday Loans, in accordance with the terms of any or all versions of Money Mart's standard form Payday Loan agreements, resulted in the payment by Class Members to and the receipt by Money Mart of interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*?
- (c) If the answer to (b) is yes, has Money Mart been unjustly enriched by the collection of Money Mart's standard First Party Cheque Cashing Fees from the Class Members, upon repayment by them of their Payday Loans pursuant to the post-dated first party cheque provided by them to Money Mart in order to obtain their Payday Loans?
- (d) If the answer to (c) is yes, are the Class Members entitled to an accounting and restitution of all such First Party Cheque Cashing Fees, and if so can the accounting or restitution be determined on an aggregate basis?

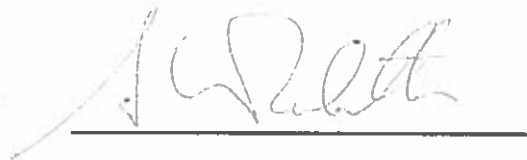
7. THIS COURT ORDERS that the settlement of this action on the terms set out in the Settlement Agreement, including all Schedules, is approved, and is incorporated by reference into this Order (the "Settlement Approval Order").

8. THIS COURT ORDERS that 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 Settlement Agreement.
9. THIS COURT ORDERS that the Settlement Approval Order, including the Settlement Agreement, is binding upon each Class Member.
10. THIS COURT ORDERS that each Class Member is bound by this Settlement Approval Order, whether or not such person receives a distribution, or whether such person claims compensation.
11. THIS COURT ORDERS that notice of the certification and settlement of this action shall be given in the manner set out in s.4 of Settlement Agreement.
12. THIS COURT ORDERS that Class Members have the right to opt-out of the action in the manner set out in s.5 of the Settlement Agreement.
13. THIS COURT ORDERS that any person who validly opts-out of the action with respect to the Settlement Agreement shall receive no benefit pursuant to the Settlement Agreement and shall not be bound by the Settlement Agreement.
14. THIS COURT ORDERS that Each Class Member who does not opt-out has, by virtue of this Settlement Agreement and of the 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 Settlement Agreement shall have full force and effect.
15. THIS COURT ORDERS that Class Members who do not opt-out, 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.


16. THIS COURT ORDERS that 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 Settlement Agreement.
17. THIS COURT ORDERS that 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 Settlement Agreement or the implementation of this Settlement Approval Order except with leave of this Court.
18. THIS COURT ORDERS that the parties shall be at liberty to apply for further directions with respect to any matters arising under the Settlement Agreement, over which this Court retains continuing jurisdiction.
19. THIS COURT ORDERS that except as provided herein, this action is dismissed without costs, and with prejudice.
20. THIS COURT ORDERS that the Class Action Retainer Agreement dated January 24, 2012 between Jenny Briones (née Bejarano) and Hordo Bennett Munteer LLP (now Bennett Munteer LLP) is approved.
21. THIS COURT ORDERS that legal expenses payable to Bennett Munteer LLP and Cuming & Gillespie (collectively, "Class Counsel") of \$1,806,257.28 for this action and *Blasko v. National Money Mart Company*, MBQB File No. CI04-01-37565 are approved, which amount includes fees of \$1,529,473.77, GST and PST on these fees of \$198,831.59, and disbursements of \$77,951.92 (inclusive of GST and PST), which include disbursement payments to the Representative Plaintiff in this action and the *Blasko* action of \$5,000 each.
22. THIS COURT ORDERS that payment to Class Counsel of the approved legal expenses in the amount of \$1,806,257.28~~2~~ from the Settlement Amount in accordance with the Settlement Agreement is approved, and Class Counsel are

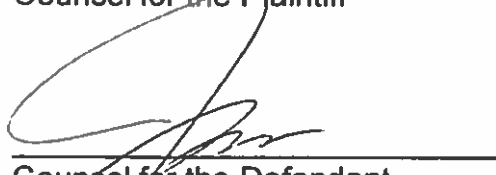
entitled to redeem the Deferred Cash Payment and Services Vouchers paid for these approved legal expenses for cash upon receipt.

October 24, 2017
(Date)



Approved as to form


Counsel for the Plaintiff


Counsel for the Defendant,
National Money Mart Company

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

(Brought under *The Class Proceedings Act*, C.C.S.M. c. 130)

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ORDER

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Local Agent for the Plaintiff

THE QUEEN'S BENCH
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THE HONOURABLE ASSOCIATE CHIEF)
JUSTICE PERLMUTTER) Tuesday, the 24th day of October
2017)
)

BETWEEN:

NICOLE BLASKO

PLAINTIFF

AND:

NATIONAL MONEY MART COMPANY carrying on business
under the Name and Style of "Money Mart"

DEFENDANT

(Brought under *The Class Proceedings Act*, C.C.S.M. c. 130)

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ORDER

THIS MOTION, made by the Plaintiff, Nicole Blasko, for an Order certifying this action as a class proceeding for settlement purposes only and approving the settlement of the certified class proceeding, was heard on October 24, 2017, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Notice of Motion dated October 5, 2017 and filed October 12, 2017 and the Affidavit of Mark W. Munteer sworn October 5, 2017, and the written submissions of the Plaintiff, and on hearing the submissions of counsel for the Plaintiff, and counsel for the Defendant, National Money Mart Company ("Money Mart").

1. THIS COURT ORDERS that this action be certified as a class proceeding against Money Mart only for the purposes of the Settlement Agreement between the parties dated July 20, 2017 (the "Settlement Agreement").
2. THIS COURT ORDERS that the Class be comprised of all persons who have borrowed money as a "Fast Cash Advance" or "Payday Loan" from a Money Mart store in Manitoba and have repaid that loan using the post-dated first party cheque provided in order to obtain the loan, prior to February 1, 2006 (the "Class").
3. THIS COURT ORDERS that Nicole Blasko be appointed as Representative Plaintiff on behalf of the Class.
4. THIS COURT ORDERS that the claims asserted on behalf of the Class against the Defendant are set out in the Amended Statement of Claim and include, *inter alia*, a claim for restitution of unlawful interest.
5. THIS COURT ORDERS that the relief sought on behalf of the Class is set out in the Amended Statement of Claim and includes, *inter alia*:
 - (a) a declaration that the standard First Party Cheque Cashing Fees charged by Money Mart upon repayment of a Payday Loan, pursuant to Money Mart 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*, R.S.C. 1985, c. C-46; and
 - (b) an accounting or restitution to the Class Members of all First Party Cheque Cashing Fees received by Money Mart from the Class Members, pursuant to Money Mart cashing the post-dated first party cheques provided by the Class Members in order to obtain their Payday Loans;

6. THIS COURT ORDERS that the common issues to be determined in this class proceeding are:
- (a) Does the First Party Cheque Cashing Fee charged by Money Mart and paid by the Class Members upon the repayment of their Payday Loans, pursuant to Money Mart cashing the post-dated first party cheque provided to it by the Class Members in order for them to obtain those Payday Loans, in accordance with the terms of any or all versions of Money Mart's standard form Payday Loan agreements, constitute interest as defined by and for the purpose of s. 347 of the *Criminal Code*?
 - (b) If the answer to (a) is yes, has the collection by Money Mart of the First Party Cheque Cashing Fees from the Class Members, pursuant to Money Mart cashing the post-dated first party cheque provided to it by Class Members in order for them to obtain their Payday Loans, in accordance with the terms of any or all versions of Money Mart's standard form Payday Loan agreements, resulted in the payment by Class Members to and the receipt by Money Mart of interest at a criminal rate, contrary to s. 347(1) of the *Criminal Code*?
 - (c) If the answer to (b) is yes, has Money Mart been unjustly enriched by the collection of Money Mart's standard First Party Cheque Cashing Fees from the Class Members, upon repayment by them of their Payday Loans pursuant to the post-dated first party cheque provided by them to Money Mart in order to obtain their Payday Loans?
 - (d) If the answer to (c) is yes, are the Class Members entitled to an accounting and restitution of all such First Party Cheque Cashing Fees, and if so can the accounting or restitution be determined on an aggregate basis?
7. THIS COURT ORDERS that the settlement of this action on the terms set out in the Settlement Agreement, including all Schedules, is approved, and is incorporated by reference into this Order (the "Settlement Approval Order").

8. THIS COURT ORDERS that 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 Settlement Agreement.
9. THIS COURT ORDERS that the Settlement Approval Order, including the Settlement Agreement, is binding upon each Class Member.
10. THIS COURT ORDERS that each Class Member is bound by this Settlement Approval Order, whether or not such person receives a distribution, or whether such person claims compensation.
11. THIS COURT ORDERS that notice of the certification and settlement of this action shall be given in the manner set out in s.4 of Settlement Agreement.
12. THIS COURT ORDERS that Class Members have the right to opt-out of the action in the manner set out in s.5 of the Settlement Agreement.
13. THIS COURT ORDERS that any person who validly opts-out of the action with respect to the Settlement Agreement shall receive no benefit pursuant to the Settlement Agreement and shall not be bound by the Settlement Agreement.
14. THIS COURT ORDERS that Each Class Member who does not opt-out has, by virtue of this Settlement Agreement and of the 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 Settlement Agreement shall have full force and effect.
15. THIS COURT ORDERS that Class Members who do not opt-out, 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.

16. THIS COURT ORDERS that 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 Settlement Agreement.
17. THIS COURT ORDERS that 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 Settlement Agreement or the implementation of this Settlement Approval Order except with leave of this Court.
18. THIS COURT ORDERS that the parties shall be at liberty to apply for further directions with respect to any matters arising under the Settlement Agreement, over which this Court retains continuing jurisdiction.
19. THIS COURT ORDERS that except as provided herein, this action is dismissed without costs, and with prejudice.
20. THIS COURT ORDERS that the Class Action Retainer Agreement dated September 5, 2012 between Nicole Blasko and Hordo Bennett Mounter LLP (now Bennett Mounter LLP) is approved.
21. THIS COURT ORDERS that legal expenses payable to Bennett Mounter LLP and Cuming & Gillespie (collectively, "Class Counsel") of \$1,806,257.28 for this action and *Briones v. National Money Mart Company et al.*, MBQB File No. CI12-01-76868 are approved, which amount includes fees of \$1,529,473.77, GST and PST on these fees of \$198,831.59, and disbursements of \$77,951.92 (inclusive of GST and PST), which include disbursement payments to the Representative Plaintiff in this action and the *Briones* action of \$5,000 each.
22. THIS COURT ORDERS that payment to Class Counsel of the approved legal expenses in the amount of \$1,806,257.282 from the Settlement Amount in accordance with the Settlement Agreement is approved, and Class Counsel are

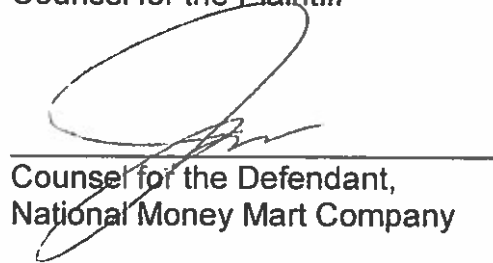
entitled to redeem the Deferred Cash Payment and Services Vouchers paid for these approved legal expenses for cash upon receipt.

October 24, 2017
(Date)



Approved as to form


Counsel for the Plaintiff


Counsel for the Defendant,
National Money Mart Company