

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N

PEGGY JANE DAVIS

Plaintiff

and

CLIVE METCALF, TIMOTHY VOISIN, ELAINE FRANCES VOISIN, executor and trustee under the last Will and testament of George Gerard Voisin, deceased, ELAINE VOISIN, CLAYTON METCALF, SNC INSURANCE COMPANY (BARBADOS) INC., 1394174 ONTARIO INC. (d.b.a. STOP 'N' CASH 1230), STOP 'N' CASH 1010 INC. (d.b.a. STOP 'N' CASH 1010), STOP 'N' CASH 1020 INC. (d.b.a. STOP 'N' CASH 1020), NEW MANOR DEVELOPMENTS LIMITED (d.b.a. STOP 'N' CASH 1030), 1543570 ONTARIO INC. (d.b.a. STOP 'N' CASH 1040), 1388200 ONTARIO LTD. (d.b.a. STOP 'N' CASH 1100), THE REFERRAL GROUP LTD. (d.b.a. STOP 'N' CASH 1110 and as STOP 'N' CASH 1580)), 1361864 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1120), STOP 'N' CASH 1130, 1404867 ONTARIO INC. (d.b.a. STOP 'N' CASH 1140), 1396502 ONTARIO LTD. (d.b.a. STOP 'N' CASH 1150), 1517380 ONTARIO INC. (d.b.a. STOP 'N' CASH 1160), 1410160 ONTARIO INC. (d.b.a. STOP 'N' CASH 1170), 1035507 ONTARIO INC. (d.b.a. STOP 'N' CASH 1180), DINAH J. HOGG (c.b.a. STOP 'N' CASH 1190), 1553618 ONTARIO INC. (d.b.a. STOP 'N' CASH 1201), 1389584 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1210), 1432615 ONTARIO INC. (d.b.a. STOP 'N' CASH 1220), 1568560 ONTARIO INC. (d.b.a. STOP 'N' CASH 1241), 1410176 ONTARIO INC. (d.b.a. STOP 'N' CASH 1250), 1423043 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1260), KRT ONE INC. (d.b.a. STOP 'N' CASH 1270), 1325681 ONTARIO INC. (d.b.a. STOP 'N' CASH 1290), 1410616 ONTARIO INC. (d.b.a. STOP 'N' CASH 1300), 1484838 ONTARIO INC. (d.b.a. STOP 'N' CASH 1320), 1432694 ONTARIO INC. (d.b.a. STOP 'N' CASH 1330), 1399227 ONTARIO INC. (d.b.a. STOP 'N' CASH 1350), 1438158 ONTARIO INC. (d.b.a. STOP 'N' CASH 1360), 1445130 ONTARIO INC. (d.b.a. STOP 'N' CASH 1370), 1457210 ONTARIO INC. (d.b.a. STOP 'N' CASH 1380), 1465009 ONTARIO INC. (d.b.a. STOP 'N' CASH 1390), 1445175 ONTARIO INC. (d.b.a. STOP 'N' CASH 1400), FRANCHISE INVESTMENT GROUP INC. (d.b.a. STOP 'N' CASH 1410), 2002415 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1420), 1473451 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1430), 1476550 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1440), DYNAMIC DEVELOPMENTS INC. (d.b.a. STOP 'N' CASH 1450), KRISWAY INC. (d.b.a. STOP 'N' CASH 1470) , STOP 'N' CASH 1480, BEST SALES INC. (d.b.a. STOP 'N' CASH 1490), 2025579 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1500), BARUKCIC HOLDING COMPANY INC. (d.b.a. STOP 'N' CASH 1520), 1561593 ONTARIO INC. (d.b.a. STOP 'N' CASH 1530), 1543441 ONTARIO INC. (d.b.a. STOP 'N' CASH 1540), 1543541 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1550), 1553785 ONTARIO LTD. (d.b.a. STOP 'N' CASH 1560), 2025871 ONTARIO INC. (d.b.a. STOP 'N' CASH 1590) , 2028022 ONTARIO INC. (d.b.a. STOP 'N' CASH 1600), 1573780 ONTARIO INC. (d.b.a. STOP 'N' CASH 1610), 1561469 ONTARIO INC. (d.b.a. STOP 'N' CASH 1620), 1587428 ONTARIO INC. (d.b.a. STOP 'N' CASH 1630), 2036998 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1640), 2024670 ONTARIO LIMITED (d.b.a. STOP 'N' CASH 1650), STOP 'N' CASH 1660, 1445174 ONTARIO INC. (d.b.a. STOP 'N' CASH 5010), 1449150 ONTARIO INC. (d.b.a. STOP 'N' CASH 5020), 1484809 ONTARIO INC. (d.b.a. STOP 'N' CASH 5040) and STOP 'N' CASH 1000 INC. (d.b.a. STOP 'N' CASH 5050)

Defendants

and

VOISIN, LUBCZUK LAW FIRM

Third Party

Proceeding Under the *Class Proceedings Act, 1992*

**AGREEMENT
made as of May 7, 2014**

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Subject to Court 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 Approval Order approving the Settlement and directing the implementation of the terms and conditions of the Settlement as set forth in the Agreement becoming final, the Action will be settled and compromised upon the terms and conditions contained herein.

SECTION 1—RECITALS

1.1 WHEREAS:

A. On March 10, 2004, Peggy Jane Davis (“Davis”) commenced the Action against the Defendants alleging, among other things, that the initial set-up fee, insurance premiums and interest charged by the Defendants for short term loans to the Class Members constituted interest at a criminal rate contrary to s. 347(2) of the *Criminal Code of Canada*;

B. On November 9, 2005, the action was certified as a class proceeding with the Class defined as “all persons who obtained Payday Loans in Ontario from a Defendant operating under the business name Stop ‘N’ Cash on or after January 1, 1998 to November 9, 2005” and Davis was appointed as the representative plaintiff for the Class;

C. Notice of certification was provided to Stop ‘N’ Cash customers in accordance with the certification order with an opt out date of April 30, 2006 and no one exercised their right to opt out of the Class Action;

D. The Defendants have denied and continue to deny the claims in the Action and have denied any wrongdoing or liability to the Plaintiff or Class Members of any kind, and have raised numerous defences;

E. Based upon an analysis of the facts and the law, taking into particular account the burdens and expenses of continued litigation, the closure of a number of Stop ‘N’ Cash stores and the financial circumstances of the remaining Defendants and risks of collection of any

judgment obtained, the Plaintiff, with the benefit of advice from Class Counsel, concluded that the Agreement is fair and reasonable and in the best interests of the Class;

F. The remaining Defendants have similarly concluded that the Agreement is desirable in order to avoid the time, risks and expense of continuing with the Action and any potential appeals, and to resolve the Action finally and completely;

G. The Plaintiff and the remaining Defendants engaged in negotiations and independent mediation sessions, which resulted in the resolution of the principal terms of the Agreement. The principal terms and conditions of the Agreement were recommended by the independent mediator, Justice George R. Strathy (as he then was); and

H. The Parties intend by this Agreement to resolve, terminate and finally conclude the Action pursuant to the terms of settlement and further intend that the Defendants and Third Party shall receive releases of all claims advanced in the Action and the Third Party Claim

NOW, THEREFORE, for valuable consideration, the Parties agree, subject to Court Approval, that the Action and the Third Party Claim shall be finally settled and resolved on the terms and conditions set forth in this Agreement.

SECTION 2—DEFINITIONS

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

- (a) **Action** means the action in the Ontario Superior Court of Justice bearing Court File No. 04-CV-2451 (now CV-11-00420886-00CP) and the Third Party Claim bearing Court File No. 04-CV-002451ACP;
- (b) **Agreement** means this agreement, including all Schedules attached hereto and **Settlement Agreement** and **Settlement** have the same meaning;

- (c) **Approval** means the approval of the settlement of the Action by the Court and **Approval Hearing** and **Approval Order** have related meanings;
- (d) **Class** has the defined meaning in the Certification Order and **Class Member** means a member of the Class and includes the Plaintiff;
- (e) **Class Counsel** means the law firms of Sutts, Strosberg LLP, Paliare Roland Rosenberg Rothstein LLP and Koskie Minsky LLP;
- (f) **Common Issues** means the common issues in the Certification Order being:
 - (i) Do the “Payday Loans” constitute agreements or arrangements for the purpose of the advancing of credit within the meaning of s. 347(2) of the *Criminal Code*?
 - (ii) Are the initial set-up fee, insurance premiums and interest charged by the defendants on each Payday Loan to the Class Members “Interest” for the purpose of s. 347(2)? If so, does the interest exceed an effective annual rate of interest of sixty percent when calculated in accordance with generally accepted actuarial practices and principles and therefore contravenes s. 347?
 - (iii) Should the court assess an aggregate award for the Class Members or permit individual defendants to dispute damages? If an aggregate award is to be made, what is the aggregate award and against which defendant is it to be made?
 - (iv) Should one or more of the defendants pay punitive damages to the Class Members? If so, who, why, in what amount and to whom?
 - (v) Is prejudgment interest payable? If so, by whom, at what rate, and why?
 - (vi) Who should pay the cost of administering and distributing amounts to which the Class Members are entitled and how, and when, should such cost be determined?
- (g) **Defendants** means, unless otherwise specified in the Agreement, all Defendants in the Action, which definition includes all current and former Stop ‘N’ Cash Franchisees, and also includes the Third Party, Voisin Lubczuk Law Firm, and the Lawyers’ Professional Indemnity Company, (LAWPRO);

- (h) ***Eligible Stop 'N' Cash Customer*** means a Stop 'N' Cash customer prior to the date of the Approval Order who has not defaulted prior to or during the term of this Agreement and otherwise meets the eligibility requirements in Section 5.4 of the Agreement;
- (i) ***Eligible Transaction*** means any approved payday loan of \$80 or more under section 5.4 of the Agreement;
- (j) ***Notice*** means the form of notice approved by the Court and ***Notice Plan*** means the plan for disseminating any notice approved by this Court;
- (k) ***Operating Franchisees*** means active Stop 'N' Cash stores active as at the date of the Approval Order;
- (l) ***Settled Claims*** means any claim, liability, right, demand, suit, matter, obligation, damage, loss or cost, 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 the Approval Order, that have been or could have been asserted in the Action on behalf of the Class Members. 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*. Excepted always from this definition are any claims arising out of the enforcement of the Approval Order and/or the Agreement, including the failure to comply with any obligation in the Approval Order and/or the Agreement;
- (m) ***Settlement Amount*** means the total amount of \$500,000.00; and
- (n) ***Transaction Credits*** means the credits to be provided under Sections 5.3 and 5.4 of the Agreement.

SECTION 3—APPROVAL AND COOPERATION

3.1 The Plaintiff shall make a motion to the Court requesting approval of the form and content of the Notice and the Notice Plan and approving a schedule for the delivery of objectors' materials, if any, to Stop 'N' Cash's Counsel and their report to the Court.

3.2 The Plaintiff shall also make a motion to the Court requesting approval of the Settlement Agreement and providing the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the performance of the obligations thereunder. The Approval Order shall, among other things:

- (a) approve the distribution of the Settlement Amount;
- (b) reserve to the Court the continuing jurisdiction to administer, supervise, construe and enforce the Agreement and Approval Order in accordance with their terms;
- (c) declare that the Class Members have released the Defendants from any claims relating to the Action, and are barred from proceeding with any such claims;
- (d) declare that the Defendants, including the Defendants who have not defended or are no longer defending the Action, have released each other from any claims relating to the Action, and are barred from proceeding with any such claims;
- (e) state that the Action, all crossclaims and the Third Party Claim, are dismissed without costs"; and
- (f) be substantially in the form of Schedule "C".

SECTION 4—NOTICE TO CLASS MEMBERS

4.1 Subject to Court Approval, the Notice, substantially in the form of Schedule B₁ and B₂, shall be published and disseminated in accordance with the Notice Plan attached as Schedule A.

SECTION 5 - SETTLEMENT OBLIGATIONS**a) The Settlement Amount**

5.1 If the Settlement Agreement is approved by the court, LAWPRO, on behalf of Elaine Frances Voisin, the trustee of the Estate of George Gerard Voisin, in settlement of all claims inclusive of interest, and all costs in the Action and Third Party Claim and under LAWPRO Policy No. 2005-0011, will pay to Sutts, Strosberg LLP, of Class Counsel, the sum of \$500,000.00 to be held in trust until distributed in accordance with the directions of the Court.

5.2 The Court shall direct to whom and when the Settlement Amount shall be paid and the Defendants shall have no involvement in the approval process directing payment of the Settlement Amount.

b) Transaction Credits

5.3 Stop 'N' Cash shall provide and honor the Transaction Credits for all Eligible Stop 'N' Cash Customers as required by the provisions of the Agreement.

5.4 Transaction Credits shall be subject to the following terms:

- (a) A Transactional Credit shall be \$5 and shall be applied to an Eligible Transaction approved by an Operating Franchisee;

- (b) An Eligible Stop 'N' Cash Customer may claim up to three Transaction Credits, either individually or in combination, provided that all Transaction Credits shall be claimed at the same Operating Franchisee. The following table shall apply:
- | | |
|---------------------------|-----------------------|
| • Loans \$80 - \$500 | 1 Transaction Credit |
| • Loans \$520 - \$1,000 | 2 Transaction Credits |
| • Loans \$1,040 - \$1,050 | 3 Transaction Credits |
- (c) An Eligible Stop 'N' Cash Customer shall, at the time of applying for a Transaction Credit:
- (i) Provide satisfactory proof that he or she is a former Stop 'N' Cash payday loan customer;
 - (ii) Certify that he or she has a personal bank account and produce personal cheques and a bank book or statement showing at least eight (8) weeks of banking history;
 - (iii) Produce a valid driver's licence, passport, birth certificate, other government photo, social insurance card of T-4;
 - (iv) Produce satisfactory proof of his or her address and an active telephone number; and
 - (v) Provide satisfactory proof that he or she has been a full-time employee for at least six months.
- (d) Transaction Credits shall not be transferable and they shall expire one (1) year after the date of the Approval Order.
- (e) Stop 'N' Cash shall determine whether an Eligible Stop 'N' Cash Customer is entitled to a Transaction Credit in accordance with the provisions of this

Agreement. A representative of Class Counsel and the Court shall monitor the terms of the Agreement.

c) Administration Expense

5.5 All costs of administration and notices required pursuant to the provisions of the *Class Proceedings Act* and the Settlement Agreement are to be paid from the Settlement Fund. For greater certainty, the Plaintiff shall be responsible for all costs of the administration of the Settlement Fund.

SECTION 6—RELEASES AND JURISDICTION OF THE COURT

6.1 As of the effective date of Settlement, each Class Member on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who may claim a right or interest through them, shall have, by virtue of the Agreement and by operation of the Approval Order, individually, irrevocably, completely, unconditionally and finally released, forever discharged and acquitted the Defendants and any and all unnamed parties, on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who claim a right or interest through them, and, where applicable, on behalf of themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns, and any party or parties who claim a right or interest through them, from any and all claims of any nature or kind whatsoever made or that could have been made in the Action.

6.2 As of the effective date of Settlement, each Class Member on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who claim a right or interest through them, and any one claiming through or on behalf of them shall be forever barred from commencing, instituting or prosecuting the Settled Claims against any of the Defendants, and any and all unnamed parties, on behalf of themselves,

their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party of parties who claim a right or interest through them, and, where applicable, on behalf of themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns, and any party or parties who claim a right or interest through them, in any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, or any other forum, directly, representatively, or derivatively.

6.3 As of the effective date of Settlement, all Defendants, including the Defendants who have not defended or are no longer defending the Action, on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who claim a right or interest through them and, where applicable, on behalf of themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns, and any party or parties who claim a right or interest through them, shall have, by virtue of the Agreement and by operation of the Approval Order, individually, irrevocably, completely, unconditionally and finally released, forever discharged and acquitted each other and any and all unnamed parties from any and all claims of any nature or kind whatsoever made or that could have been made in the Action.

6.4 As of the effective date of Settlement, all Defendants, including the Defendants who have not defended or are no longer defending the Action, on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who claim a right or interest through them and, where applicable, on behalf of themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them, shall be forever barred from commencing, instituting or prosecuting the Settled Claims against each other, and any and all unnamed parties, on behalf of themselves, their heirs, agents, administrators, trustees, executors, assigns, and successors, and on behalf of any party or parties who claim a right or interest through them and, where applicable, on behalf

of themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns, and any party or parties who claim a right or interest through them, 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.

6.5 Further to the effect of Clauses 6.1 to 6.4 in favour, and to the benefit, of LAWPRO, the payment of the Settlement Amount by LAWPRO shall extinguish against LAWPRO all claims whatsoever by any of the Parties to the Action or by anyone who is subject to the Agreement, and by the said payment LAWPRO, on behalf of itself, its present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them, has fully and finally satisfied any and all obligations whatsoever under its Policy No. 2005-001, and is irrevocably, completely, unconditionally and finally released, forever discharged and acquitted.

6.6 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Action, to interpret and enforce the terms, conditions and obligations under the Agreement and the Approval Order.

6.7 The Defendants that instituted the Third Party Claim bearing Court File No. 04-CV-0022451ACP will provide the Third Party with an executed Release in the form attached as Schedule D.

6.8 Nothing herein shall release a Class Member from any outstanding obligation owed by a Class Member to Stop 'N' Cash.

6.9 Nothing herein shall release the Defendants from any outstanding obligation owed by the Defendants to a Class Member except to the extent of the release and the bar provided with respect to claims made or that could have been made in the Action.

6.10 Nothing herein shall release the Defendants or any of them from their obligations as set out in the Agreement and in the Approval Order.

SECTION 7—CLASS COUNSEL FEES AND DISBURSEMENTS

7.1 At or following the Approval Hearing, Class Counsel may seek Approval of Class Counsel Fees to be paid from the Settlement Amount and the Defendants shall have no involvement in the process to determine and approve the amount of Class Counsel Fees.

SECTION 8—NO ADMISSIONS

8.1 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 Plaintiff or the Defendants of the truth of any fact alleged or the validity of any claim or defence, personally or on behalf of the Class Members, 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 Plaintiff, the Class Members or the Defendants.

8.2 Except as may be required to enforce the Agreement, no Class Counsel, and no one employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action by any person which relates to or arose from the Settled Claims.

SECTION 9—MISCELLANEOUS PROVISIONS

9.1 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 Approval. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of the Plaintiff and the Defendants and by Court order prior to and/or after dissemination to the Class Members.

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

9.3 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.

9.4 If the Settlement is approved by the Court and if the Approval Order becomes final, the Agreement shall be binding upon and enure to the benefit of the Plaintiff, the Class Members, the Defendants, and all of their respective heirs, executors, trustees, administrators, predecessors, successors and assigns and, where applicable, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, servants and agents, and any party or parties who claim a right or interest through them.

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

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

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

9.8 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 the Plaintiff: Sutts, Strosberg LLP, Suite 600, 251 Goyeau St., P.O. Box 670, Stn. A Windsor, Windsor ON N9A 6V2 Attention: Jacqueline A. Horvat; and
- (b) if to the Defendants: Mr. Kevin MacDonald, MacDonald Associates pc, Lawyers, 15 Wertheim Court, Suite 702, Richmond Hill, Ontario L4B 3H7.

9.9 The Schedules to the Agreement are:

- (a) SCHEDULE A - Notice Plan
- (b) SCHEDULE B₁ and B₂ - Notice (of Hearing to Approve Settlement)
- (c) SCHEDULE C - Approval Order
- (d) SCHEDULE D – Release of Third Party

9.10 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.

SECTION 10—TERMINATION OF THE AGREEMENT

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

- (a) the Approval Order is not made by the Court in a form substantially similar to the Approval Order sought; or
- (b) the Approval Order is reversed on appeal and the reversal becomes final.

SECTION 11—REPRESENTATIONS AND WARRANTIES

11.1 The Defendants executing the Agreement represent and warrant that:

- (a) they have all requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transaction contemplated hereby;
- (b) the execution, delivery, and performance of the Agreement and the consummation of the Action contemplated herein have been duly authorized by all necessary corporate action on their part;
- (c) the Agreement has been duly and validly executed and delivered by them and constitutes their legal, valid, and binding obligations;
- (d) they agree to use their best efforts to cause all conditions precedent to the Settlement to occur; and
- (e) they have the right and power to require Franchisees to comply with the terms of the Agreement.

11.2 The Plaintiff represents and warrants that:

- (a) she will not pursue further litigation concerning the Settled Claims; and
- (b) she will use her best efforts to cause all conditions precedent to the Settlement Agreement to be satisfied.

IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be executed on her /its behalf by their respective counsel, effective as of May 7, 2014.

 PEGGY JANE DAVIS , 2014

SUTTS, STROSBURG LLP , 2014
 FOR CLASS COUNSEL

Per: _____
 William V. Sasso

, 2014

Per: _____

, 2014

Per: _____

Davis

Plaintiff

v. Metcalf, Stop 'N' Cash et al.

Defendants

Court File No. CV-11-00420886-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT WINDSOR

AGREEMENT

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