

OCT 19 2011

CLERK OF THE COURT

BY: FELICIA M. GREEN
Deputy Clerk

1 DENNIS J. HERRERA, State Bar #139669
City Attorney
2 OWEN J. CLEMENTS, State Bar #141805
Chief of Special Litigation
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9 **Attorneys for Plaintiff People of the State of California**

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN FRANCISCO

13 UNLIMITED JURISDICTION

14 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through City
15 Attorney Dennis J. Herrera,

16 Plaintiff,

17 vs.

18 CHECK 'N GO OF CALIFORNIA, INC.
d/b/a CHECK 'N GO; SOUTHWESTERN &
19 PACIFIC SPECIALTY FINANCE, INC.
d/b/a CHECK 'N GO; AVANTE
20 TELADVANCE, INC. d/b/a CHECK 'N GO
ONLINE; MONETARY MANAGEMENT
21 OF CALIFORNIA, INC. d/b/a MONEY
MART; MONEY MART EXPRESS, INC.
22 d/b/a CUSTOMCASH ONLINE; FIRST
BANK OF DELAWARE; DOLLAR
23 FINANCIAL GROUP, INC.; and DOES 1-
50, inclusive.

24 Defendants.

Case No. CGC-07-462779

**STIPULATED INJUNCTION AND
ORDER FOR ENTRY OF JUDGMENT**

Date Action Filed: April 26, 2007

Trial Date: None Set

1 Plaintiff the People of the State of California ("the People") and Defendants Dollar Financial
2 Group, Inc., Monetary Management of California, Inc., and Money Mart Express, Inc. ("Dollar
3 Defendants"), having executed a Settlement Agreement and Release, present this Stipulated
4 Injunction and Order for Entry of Judgment to Department 304 of the San Francisco Superior Court,
5 the Honorable Richard A. Kramer presiding. The People and the Dollar Defendants consent to
6 entry of this Stipulated Injunction and Order for Entry of Judgment by the Court, and the People
7 and the Dollar Defendants waive their respective rights to a noticed motion, hearing, or trial. The
8 People and the Dollar Defendants agree that this Stipulated Injunction and Order for Entry of
9 Judgment shall be entered and become final for all purposes upon entry thereof, and each party to
10 this Stipulated Injunction and Order for Entry of Judgment waives any right to appeal therefrom.

11 The People and the Dollar Defendants hereby request that this Court retain jurisdiction
12 pursuant to California Code of Civil Procedure section 664.6 to enforce their Settlement Agreement
13 and Release.

14 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

15 **A. JURISDICTION.** This Court has jurisdiction over the subject matter of this lawsuit as
16 set forth in the allegations of the First Amended Complaint against the Dollar Defendants and over
17 the People and the Dollar Defendants to make further orders and directions as may be necessary or
18 appropriate for the construction, application or carrying out of the provisions herein.

19 **B. INJUNCTION.** In the State of California, the Dollar Defendants are hereby enjoined
20 *from OCTOBER 19, 2011* until April 18, 2014, from acting as a marketer, servicer, or agent in connection with any deferred
21 deposit transaction loan or unsecured personal installment loan offered by a national or state-
22 chartered banking institution to a borrower residing in California. Nothing in this stipulation shall
23 prohibit Dollar Defendants from offering any products or services, including deferred deposit loans
24 or unsecured personal installment loans, that are not prohibited by California law.

25 **C.** The People shall take nothing further from the Dollar Defendants in connection with
26 their First Amended Complaint except as provided in this Stipulated Injunction and Order for the

1 Entry of Judgment and as provided in the Settlement Agreement and Release executed by the
2 People and the Dollar Defendants, a complete copy of which is attached hereto as Exhibit A.
3 Further, the People shall take nothing from defendant First Bank of Delaware ("FBD") in
4 connection with the First Amended Complaint insofar as it relates to any loans made pursuant to or
5 in connection with any agreements between FBD and Dollar Financial Group, except as provided in
6 the Settlement Agreement and Release executed by the People and the Dollar Defendants.

7 **D.** Pursuant to the request of the People and the Dollar Defendants, this Court shall retain
8 continuing jurisdiction to enforce the Settlement Agreement and Release.

9 **E.** The Court hereby orders that Judgment in this matter be entered in the form attached
10 hereto as Exhibit B.

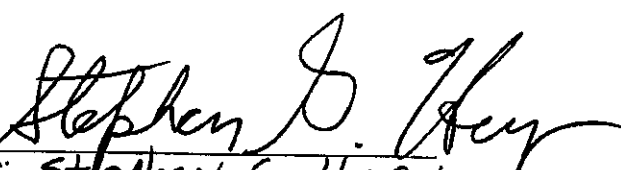
11 **SO STIPULATED:**

12 DATED: 10/19/11

13
14 By: 
15 Name: _____
16 Deputy City Attorney

17 Attorneys for Plaintiff PEOPLE OF THE STATE OF
18 CALIFORNIA by and through San Francisco City
19 Attorney Dennis J. Herrera

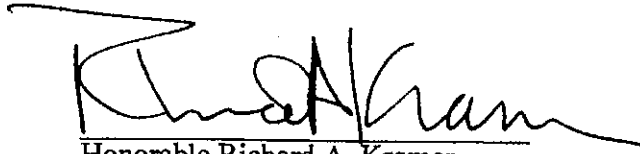
20 DATED: 10/19/11

21 By: 
22 Name: Stephen G. Harvey
23 Title: PEPPER HAMILTON LLP

24 Attorneys for Defendants Dollar Financial Group, Inc.,
25 Monetary Management of California, Inc., and Money
26 Mart Express, Inc.

1 **IT IS SO ORDERED:**

2
3 DATED: 10-19-11


Honorable Richard A. Kramer
Judge of the Superior Court

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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff the People of the State of California, by and through San Francisco City Attorney Dennis J. Herrera ("the People"), and Dollar Financial Group, Inc., Monetary Management of California, Inc., and Money Mart Express, Inc. (collectively, "the Dollar Defendants"), do hereby enter into this Settlement Agreement and Release (the "Agreement"), with reference to the following facts:

Recitals

A. There is pending in the San Francisco Superior Court a civil action captioned *People of the State of California ex rel. Dennis Herrera v. Check 'n Go of California, Inc., et al.*, Case No. CGC-07-462779 (the "Action"). The People initiated the Action by filing a complaint on April 26, 2007 against, *inter alia*, Monetary Management of California, Inc., Money Mart Express, Inc. and First Bank of Delaware ("FBD"). On January 5, 2009, the People filed a first amended complaint ("FAC") against, *inter alia*, the Dollar Defendants and FBD. On April 3, 2009, the Dollar Defendants answered the FAC.

B. The People allege in the FAC that the Dollar Defendants offered unsecured installment loans known as CustomCash loans to California consumers, purportedly with defendant FBD as the funder of the loans, where the interest rates on the loans exceeded the limits set by the California Finance Lenders Law (California Finance Code §§ 22000 *et seq.*) (the "Installment Loans"). The People allege that the Dollar Defendants and not FBD were the true lender of the Installment Loans because the Dollar Defendants received the preponderant economic benefit from the loans and bore the risk of loan losses. In the alternative, the People allege that the Dollar Defendants acted as a broker for the Installment Loans. In the FAC, the People also allege that the Dollar Defendants offered deferred deposit transaction loans that did not comport with the California Deferred Deposit Transaction Law (California Finance Code §§ 23000 *et seq.*) (the "DDTL Loans"). The People also allege in the FAC that FBD aided and abetted the Dollar Defendants' violations of California law.

C. Based on the allegations of the FAC, the People assert that the Dollar Defendants and FBD are liable for violations of the Unfair Competition Law, California Business and Professions Code §§ 17200 *et seq.* The People seek restitution for consumers of all interest they paid on CustomCash loans and the challenged deferred deposit transaction loans; an order rescinding all challenged loan contracts, injunctive relief against the Dollar Defendants; civil penalties for violations of the Unfair Competition Law; and other relief.

D. The Dollar Defendants' activities with respect to the Installment Loans and DDTL Loans were performed pursuant to agreement(s) with FBD. Pursuant to such agreement(s), the Dollar Defendants agreed to indemnify FBD for judgments and settlements with respect to the Installment Loans and DDTL Loans.

E. The Dollar Defendants deny the allegations asserted by the People in the Action, and deny that they or FBD have any liability to the People arising from the Action or the FAC. The Dollar Defendants also contend that the Action is preempted by federal law.

F. The Dollar Defendants and the People (collectively the "Parties") have participated in settlement conferences. In order to eliminate the cost, burden and uncertainty of litigation and trial, and without admission by either of the Parties to the truth or accuracy of any allegations made in the other's pleadings, the Parties now agree to settle all of the People's claims against the Dollar Defendants relating to the Installment Loans and DDTL Loans that were or could have been asserted in the FAC and the Action; and all of the People's claims against FBD relating to the Installment Loans and DDTL Loans that were or could have been asserted in the FAC and the Action, on the terms and conditions set forth below.

WHEREFORE, in consideration of the promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Action" shall mean that civil action pending in the San Francisco Superior Court captioned *People of the State of California ex rel. Dennis Herrera v. Check 'n Go of California, Inc., et al.*, Case No. CGC-07-462779.

"Agreement" shall mean this Settlement Agreement and Release.

"Challenged Loans" shall mean the Installment Loans and DDTL Loans.

"DDTL Loans" shall mean deferred deposit transaction loans offered to California residents, with FBD as the funder of the loans and one or more of the Dollar Defendants as the marketer and/or servicer, pursuant to agreements between one or more of the Dollar Defendants and FBD.

"Dollar Defendants" shall mean Dollar Financial Group, Inc., Monetary Management of California, Inc., and Money Mart Express, Inc.

"Effective Date" shall mean the date when notice of the entry of the Stipulated Judgment and Injunction, attached hereto as Exhibit A, as an endorsed order of the San Francisco Superior Court is served on all parties.

"Eligible Claimant" shall mean a person who, while resident in California, borrowed Challenged Loans and paid interest, fees, or finance charges in connection with the Challenged Loans that exceeds the amount of unpaid Challenged Loan principal.

"FAC" shall mean the People's First Amended Complaint filed in the Action on April 3, 2009.

"FBD" shall mean First Bank of Delaware.

"Installment Loans" shall mean unsecured installment loans known as CustomCash loans offered to California residents, pursuant to agreements between one or more of the Dollar Defendants and FBD, with one or more of the Dollar Defendants as the marketer and/or servicer of the loans.

"Parties" shall mean the People and the Dollar Defendants.

"People" shall mean Plaintiff the People of the State of California, by and through San Francisco City Attorney Dennis J. Herrera.

"Released Parties" shall mean Dollar Financial Group, Inc., Monetary Management of California, Inc., Money Mart Express, Inc., and any of their parents, subsidiaries, affiliates, agents, servants, officers, owners, directors, shareholders, attorneys, and employees; and FBD and any of its parents, subsidiaries, affiliates, agents, servants, officers, owners, directors, shareholders, attorneys, and employees to the extent of FBD's business of offering Installment Loans or DDTL Loans in California pursuant to its agreement(s) with one or more of the Dollar Defendants.

"Verified Claimant" shall mean an Eligible Claimant who returns by mail a claim for restitution to the Settlement Administrator in the manner and method agreed upon by the Dollar Defendants and the People.

"Settlement Administrator" shall mean Gilardi & Co., LLC ("Gilardi") or, in the event that Gilardi is unable or unwilling to serve as the Settlement Administrator, another entity to be jointly agreed by the Parties.

2. Stipulated Judgment and Injunction. Within five business days of the execution of this Agreement by all Parties, the Parties shall endorse the Stipulated Judgment and Injunction attached hereto as Exhibit A and shall present the Stipulated Judgment and Injunction to the San Francisco Superior Court, Department 304, for entry as a final judgment on all of the People's claims against the Dollar Defendants that were or could have been asserted in the FAC and all of the People's claims against FBD that were or could have been asserted in the FAC insofar as they relate to the Installment Loans or the DDTL Loans offered pursuant to FBD's agreement(s) with one or more of the Dollar Defendants.

3. Notices to Eligible Claimants and Restitution to Verified Claimants

3.1. Within 30 days of having final calculations as to each Verified Claimant's restitution amount per the procedures outlined herein, but in no event later

than December 31, 2012, the Dollar Defendants will create a restitution fund with the Settlement Administrator in the amount of at least \$3 million and no more than \$7.5 million, with the total amount of the restitution fund to be determined as described in this Agreement.

3.2. The restitution fund will be payable to Eligible Claimants who make claims on the restitution fund through the claims process described in Paragraph 4, *infra*.

3.3. A Verified Claimant will receive payment of all interest, fees, or finance charges he or she actually paid to the Dollar Defendants or FBD in connection with any Challenged Loan, less the following offsets, to be calculated by the Dollar Defendants:

(a) \$45 for each two weeks of the loan term of the Challenged Loan as set out in the loan agreement, provided that the principal amount of the loan outstanding during that two week period was scheduled to be more than \$255;

(b) Any of the Challenged Loan's loan principal that the Eligible Claimant has not repaid;

(c) Any other loan principal owed by the Eligible Claimant to Dollar Financial Group or its subsidiaries; and

(d) Any other amounts owed by the Eligible Claimant to Dollar Financial Group or its subsidiaries in connection with check-cashing transactions.

3.4. Notwithstanding any of the foregoing, any Verified Claimant whose restitution payment would be \$20 or less pursuant to the terms of Paragraph 3.3 is not entitled to receive any restitution payment.

3.5. In no event will the restitution fund created by the Dollar Defendants exceed \$7.5 million based on total claims made.

3.6. In the event that claims made by Verified Claimants total more than \$7.5 million, claims will be paid to Verified Claimants pro rata such that the restitution fund does not exceed \$7.5 million.

3.7. In the event that claims made by Verified Claimants total less than \$3 million, the Dollar Defendants will recalculate the amount of restitution payable to each Verified Claimant. Pursuant to this recalculation, a Verified Claimant will receive payment of all interest, fees, or finance charges he or she actually paid to the Dollar Defendants or FBD in connection with any Challenged Loan, less the following offsets:

(a) \$45 per loan;

(b) Any of the Challenged Loan's loan principal that the Verified Claimant has not repaid;

(c) Any other loan principal owed by the Verified Claimant to Dollar Financial Group or its subsidiaries; and

(d) Any other amounts owed by the Verified Claimant to Dollar Financial Group or its subsidiaries in connection with check-cashing transactions.

3.8. If claims made by Verified Claimants and recalculated pursuant to the foregoing Paragraph 3.7 exceed \$3 million, the restitution fund will be capped at \$3 million and recalculated claims will be paid to Verified Claimants pro rata.

3.9. If claims made by Verified Claimants and recalculated pursuant to the foregoing Paragraph 3.7 do not exceed \$3 million, any residual up to \$3 million will be paid in equal shares to the San Francisco City Attorney's Office and to a 501(c)(3) organization, to be mutually agreed by the parties, that is a food bank or that provides financial education or similar services to consumers in California.

3.10. The People shall have the right to review the data that Dollar Financial Group uses to make the calculations described in Paragraphs 3.3 and 3.7.

4. Claims Administration

4.1. The distribution of the restitution fund will be administered by the Settlement Administrator.

4.2. The Dollar Defendants are responsible for paying all costs associated with the administration of the restitution fund, including costs of providing notice. Administration and notice costs may not be paid from the restitution fund.

4.3. Within 60 days of the Effective Date, the Dollar Defendants shall provide to the Settlement Administrator a list of Eligible Claimants and their contact information, including mailing addresses and, where available in the Dollar Defendants' electronic records, email addresses. The Dollar Defendants shall use reasonable efforts to provide current and up-to-date contact information for Eligible Claimants and shall describe these efforts to the People.

4.4. The Settlement Administrator shall provide written notice, and email notice where possible, to Eligible Claimants of their potential eligibility to receive a restitution payment of the interest, fees, and finance charges they paid in connection with the Challenged Loans, less the offsets set forth in Paragraph 3.3 through 3.8. The Parties shall meet and confer with each other and with the Settlement Administrator to determine the form and content of this notice letter.

4.5. Eligible Claimants may make a claim by returning a form provided with the notice letter by the Settlement Administrator and made available on the Settlement Administrator's website. All claims must be received by mail within 90 days after the Settlement Administrator provides notice to Eligible Claimants of their potential eligibility to receive a restitution payment.

4.6. Based upon the claims made as described in the foregoing Paragraph 4.5, the Settlement Administrator shall assemble a list of Verified Claimants and send this list to the Parties. The Dollar Defendants shall perform the restitution calculations described in the foregoing Paragraphs 3.3 and 3.7, subject to the People's right to review as set forth in Paragraph 3.10.

4.7 The Dollar Defendants shall determine the amount of restitution to be paid to each Verified Claimant and shall provide this information to the Settlement Administrator and the People. The Dollar Defendants shall instruct the Settlement Administrator to send a restitution check to each Verified Claimant within 30 days of the creation of the restitution fund.

4.8 Restitution checks drawn on the restitution fund must be negotiated by the payee within 120 days of the date of the check. Any amount remaining in the restitution fund after 150 days of the last date shown on any of the restitution checks shall revert to the Dollar Defendants, except that in the event that checks drawn on the restitution fund are not cashed such that claims actually paid total less than \$3 million, any residual up to \$3 million will be paid in equal shares to the San Francisco City Attorney's Office and to a 501(c)(3) organization, to be mutually agreed by the parties, that is a food bank or that provides financial education or similar services to consumers in California.

5. Within 40 days after the Effective Date, the Dollar Defendants will forgive \$8 million in debt that is within the limitations period and owed by California consumers to Dollar Financial Group in connection with either deferred deposit transaction loans funded by Dollar Financial Group, Inc. or check-cashing services provided by Dollar Financial Group or its subsidiaries. Dollar Financial Group shall use reasonable efforts to provide notice to these consumers that their debt has been forgiven.

6. Within 35 days after the Effective Date and upon receipt of written payment instructions, Dollar Financial Group, Inc. shall make a settlement payment of \$875,000 to the City and County of San Francisco. The payment shall be made by check payable to the San Francisco City Attorney's Office, and delivered to Deputy City Attorney Christine Van Aken at the address set forth below. The People agree that this payment is a payment for release of claims pled in the FAC against the Dollar Defendants and against FBD with respect to alleged conduct in connection with the Installment Loans and DDTL Loans offered pursuant to FBD's agreement(s) with Dollar Financial Group, including the cost of investigating and prosecuting those claims.

7. People's Release.

7.1. Upon entry by the San Francisco Superior Court of the Stipulated Judgment and Injunction attached hereto as Exhibit A, the People fully, finally and forever release the Released Parties from all actual or potential claims or actions of any sort that were or could have been alleged in the FAC arising out of the same transactions or occurrences as alleged in the FAC, to the extent they relate to loans made pursuant to FBD's agreement(s) with one or more of the Dollar Defendants. For avoidance of doubt, the People do not release FBD from claims in connection with any loans other than the loans made pursuant to FBD's agreement(s) with Dollar Financial Group, Inc. The People agree that any claims by the People in the Action that are not released pursuant to this Agreement are not based in any way on the conduct or actions of the Dollar Defendants. This release extends to claims that the People do not know or suspect to exist in their favor prior to the Effective Date. The People agree that this paragraph constitutes a waiver of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The People acknowledge and agree that this waiver of Section 1542 of the California Civil Code is an essential and material term of this release, and without such waiver the settlement would not have been accepted. The People hereby represent that they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542.

7.2. For avoidance of doubt, and notwithstanding any of the foregoing, the People's release of FBD extends only to claims related to the Challenged Loans and does not extend to any other loan program or activity by FBD, including but not limited to FBD's participation in loans made through the Check 'n Go defendants as alleged in the Action.

7.3. Notwithstanding any of the foregoing, the People do not release any of the following:

- Any state or municipal administrative, civil, or government claim or liability not related to the conduct and causes of action alleged or could have been alleged in the FAC;
- Any violations of state or municipal law occurring or continuing after the Effective Date of this Agreement.

The Parties further acknowledge that this release does not in any way relieve the Parties of the obligation to abide by each and every term of this Agreement nor impair their ability to enforce this Agreement as provided in Paragraph 11.3. Further,

this release does not deprive the Parties from seeking any relief for failure to comply with the terms of this Agreement.

8. Authority. The Parties hereto represent and warrant to each other that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein. If this representation is false or inaccurate, and any claim or matter is asserted against a party by anyone who is the assignee or transferee of such a claim or matter, then the party who assigned or transferred such claim or matter shall fully indemnify, defend, and hold harmless the party against whom such claim or matter is asserted and its successors from and against such claim or matter.

9. No Admission of Liability. Each of the Parties understands and agrees that this Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by the Released Parties of any liability of any kind.

10. Contingency. In the event that the San Francisco Superior Court does not enter the Stipulated Judgment and Injunction as a final judgment as provided for in this Agreement, that an appeal is taken and the judgment is reversed on appeal, or that the terms of the Agreement are modified in any substantial way by the San Francisco Superior Court or any appellate court, then this Agreement shall be of no force or effect and, in any such event, the Parties agree that this Agreement, including its exhibits, and any and all negotiations, documents and discussions associated with it, shall be without prejudice to the rights of any party, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law or regulation or of any liability or wrongdoing by any of the Released Parties or of the truth of any of the claims or allegations made in the FAC, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way in any action or proceeding. The Parties further agree that in the event an appeal is taken within the statutory time for filing an appeal, all deadlines set forth in this Agreement that have not yet occurred or expired shall be stayed during the pendency of the appeal.

11. Notices.

Any notice or communication required under this Agreement shall be effective when received and sufficient if given in writing, and shall be addressed as follows:

For The People: Christine Van Aken
Office of the City Attorney
1390 Market Street, 7th Floor
San Francisco, CA 94102
Ph. (415) 554-3875

For the Dollar Defendants: Roy Hibberd, Esq.
SVP & General Counsel

1436 Lancaster Ave., Suite 300
Berwyn, PA 19312
Ph. (610) 640-6411

12. General Provisions.

12.1. Attorneys' Fees and Costs. The Parties shall bear their own fees, costs and expenses incurred in connection with the disputes between the Parties which are the subject of, or related to, this Agreement.

12.2. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and understanding concerning the subject matter hereof and is intended as a complete statement of the terms and conditions of their settlement, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, have been made by any party hereto.

12.3. Choice of Law, Jurisdiction, and Enforcement. This Agreement is being executed in the State of California, and it shall be deemed to be made under, and shall be interpreted in accordance with, the laws of the State of California. The parties agree that the Superior Court of California for the County of San Francisco, Complex Litigation Department, shall have continuing jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure § 664.6.

12.4. Legal Advice and Investigation. Each of the Parties has had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided for herein and of executing this Agreement and all other matters contained herein. Each of the Parties has made such investigation of the facts relating to this Agreement and of all matters it relates to as the Party deems necessary.

12.5. Binding on Successors. This Agreement and the covenants and conditions contained herein shall apply to, be binding upon, and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assignees and successors-in-interest of the Parties hereto.

12.6. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Agreement may not be altered, amended or otherwise changed or modified, except in writing signed by all of the Parties.

12.7. Construction. In construing this Agreement, none of the Parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such party solely by reason of such party having

drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise.

12.8. Execution in Counterparts. This Agreement may be executed in counterparts and all of said counterparts shall collectively constitute one agreement binding on all Parties.

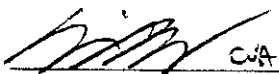
12.9. Signatures. Faxed and/or electronically scanned signatures shall be deemed originals.

12.10. Headings. Headings or captions contained in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

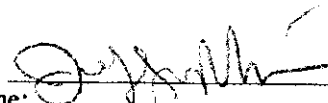
DATED: 10/12/11

Plaintiff the People of the State of
California, by and through San Francisco
City Attorney Dennis J. Herrera

By:  CJA 61 DJH
Name: Dennis J. Herrera
City Attorney

DATED: _____

Defendants Dollar Financial Group, Inc.,
Monetary Management of California, Inc.,
and Money Mart Express, Inc.

By: 
Name: _____
Title: _____

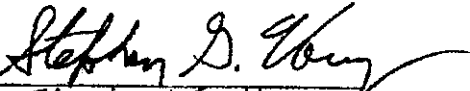
APPROVED AS TO FORM:

DATED: 10/12/11

By: 
Name: Christina Van Hek
Deputy City Attorney

Attorneys for Plaintiff PEOPLE OF THE
STATE OF CALIFORNIA by and through
San Francisco City Attorney Dennis J.
Herrera

DATED: _____

By: 
Name: Stephen G. Harvey
Title: Pepper Hamilton LLP

Attorneys for Defendants Dollar Financial
Group, Inc., Monetary Management of
California, Inc., and Money Mart Express,
Inc.

APPROVED AS TO FORM:

DATED: _____

By: _____

Name:

Deputy City Attorney

Attorneys for Plaintiff PEOPLE OF THE
STATE OF CALIFORNIA by and through
San Francisco City Attorney Dennis J.
Herrera

DATED: _____

By: _____

Name:

Title:

Attorneys for Defendants Dollar Financial
Group, Inc., Monetary Management of
California, Inc., and Money Mart Express,
Inc.

EXHIBIT B

1 DENNIS J. HERRERA, State Bar #139669
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7 Facsimile: (415) 554-3985
E-Mail: kristine.poplawski@sfgov.org
8 E-Mail: peter.keith@sfgov.org
E-Mail: christine.vanaken@sfgov.org
9 **Attorneys for Plaintiff People of the State of California**

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
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50, inclusive.

24 Defendants.

Case No. CGC-07-462779

JUDGMENT

25 Date Action Filed: April 26, 2007
26 Trial Date: None Set

Exh B

1 Plaintiff the People of the State of California ("the People") and Defendants Dollar Financial
2 Group, Inc., Monetary Management of California, Inc., and Money Mart Express, Inc. ("Dollar
3 Defendants"), have executed a Settlement Agreement and Release, and presented it along with a
4 Stipulated Injunction and Order for the Entry of Judgment to Department 304 of the San Francisco
5 Superior Court, the Honorable Richard A. Kramer presiding. The People and the Dollar Defendants
6 consent to entry of this Judgment and waive their respective rights to a noticed motion, hearing, or
7 trial. The People and the Dollar Defendants agree that this Judgment shall be entered and become
8 final for all purposes upon entry thereof, and they waive any right to appeal therefrom.

9 Accordingly, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

10 **A.** The People shall take nothing further from the Dollar Defendants in connection with
11 their First Amended Complaint except as provided in the Stipulated Injunction signed on October
12 __, 2011, and as provided in the Settlement Agreement and Release executed by the People and the
13 Dollar Defendants.

14 **B.** The People shall take nothing from defendant First Bank of Delaware ("FBD") in
15 connection with the First Amended Complaint insofar as it relates to any loans made pursuant to or
16 in connection with any agreements between FBD and Dollar Financial Group.

17 **C.** This Court shall retain jurisdiction to enforce this Judgment pursuant to California Code
18 of Civil Procedure section 664.6.

19 **IT IS SO ORDERED:**

20
21 DATED: _____

22 Honorable Richard A. Kramer
23 Judge of the Superior Court
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