

# Order NOT Entered

No: (P)NSD2089/2013

Federal Court of Australia  
District Registry: New South Wales  
Division: General

**JULIE GRAY**

**Plaintiff**

**CASH CONVERTERS INTERNATIONAL LIMITED ACN 069 141 546 and others  
named in the schedule**

**Defendant**

## **ORDER**

**JUDGE:** Justice Jagot

**DATE OF ORDER:** 12 October 2015

**WHERE MADE:** Sydney

### **THE COURT ORDERS THAT:**

#### **Settlement Approval**

1. Pursuant to sections 33V and 33ZF of the *Federal Court of Australia Act 1976* (Cth) (**the Act**) the settlement of the proceeding between the Plaintiff and the Defendants (**the Proceeding**) be approved on the terms set out in the Deed of Settlement executed by the Plaintiff, Defendants, Cash Converters Pty Ltd, Ja-Ke Holdings Pty Ltd, Cash Converters (Cash Advance) Pty Ltd and Maurice Blackburn on 18 June 2015 (**Deed of Settlement**) being Annexure 'BJS6-1' to the affidavit of Ben Slade affirmed on 6 October 2015 as amended by the Variation of Settlement Deed executed on 21 July 2015 being Annexure 'BJS6-3' to the affidavit of Ben Slade affirmed on 6 October 2015 (**Settlement Documents**).
2. Pursuant to section 33ZF of the Act, the Court authorises the Plaintiff *nunc pro tunc* for and on behalf of the Group Members (being those persons who meet the definition of

“Group Member” in the Amended Statement of Claim) to enter into and give effect to the Settlement Documents and the transactions contemplated for and on behalf of Group Members.

3. Pursuant to section 33ZF of the Act or otherwise, Maurice Blackburn Pty Ltd (**Maurice Blackburn**) be appointed Claims Administrator of the Settlement Distribution Scheme and to act in accordance with the Settlement Distribution Scheme as set out in the Settlement Distribution Scheme being Annexure ‘BJS6-2’ to the affidavit of Ben Slade affirmed on 6 October 2015.
4. Pursuant to section 33ZF of the Act, the amount of \$5,000 be approved as the amount to be paid to the Plaintiff for the purposes of clause 2.1 of the Settlement Deed and clause 6.3 of the Settlement Distribution Scheme.
5. Pursuant to section 33ZF of the Act, the Plaintiff’s Costs and Disbursements up to and including 12 October 2015 in proceedings NSD 2089 and NSD 2090 of 2013 in the sum of \$3million be approved.
6. Maurice Blackburn has liberty to apply for directions in connection with the Settlement Distribution Scheme.

### **Evidence**

7. Pursuant to s 37AF of the Act, the affidavit of Ben Slade affirmed on 2 October 2015 and marked “Confidential Affidavit” is to remain confidential on the Court file and be sealed on the Court file in an envelope marked “NOT TO BE OPENED EXCEPT BY DIRECTION OF THE COURT OR A JUDGE” and it and any of its contents are not to be disclosed to any persons other than the authorised legal representatives of the Plaintiff in this proceeding and are not to be published.
8. Pursuant to section 37AG of the Act, the order in 7 above is made on the ground that the order is necessary to prevent prejudice to the proper administration of justice because the material in the affidavit contains material subject to client legal privilege which has not been waived.
9. The period for which order 7 operates is 10 years from the date of this order, which may be varied and in respect of which there is liberty to apply generally.

### **THE COURT NOTES:**

1. As of the orders made today, Maurice Blackburn ceases to act as solicitor for the plaintiff.

2. The Undertakings of Cash Converters International Limited to the Court as follows:
- A. The GM Information (as defined in the Settlement Deed) was captured as at 8 July 2015.
  - B. Pursuant to the systems operated by Cash Converters International Limited and/or its subsidiaries (**Cash Converters**), any payment made after 8 July 2015 by a Group Member (as defined in the Settlement Deed) will have a component of the deferred establishment fee (**DEF**) automatically allocated to it.
  - C. Cash Converters anticipates that 37 loans have been, or may be, charged DEF in this manner after 8 July 2015 (**Active DEF Loans**). In addition, Cash Converters anticipates it is possible that recoveries may be made on some loans that have been classified as “failed”, that include a DEF component.
  - D. Cash Converters intends not to retain any DEF paid by a Group Member after 8 July 2015 and will make refunds directly to Group Members of any DEF received after 8 July 2015, on either Active DEF Loans or any other loans, including “failed” loans.
  - E. Cash Converters has agreed to advise the Plaintiff’s solicitors of any such refunds every 2 months.

Cash Converters International Limited UNDERTAKES to the Court on its own behalf and on behalf of each of its wholly owned entities, that it will:

- 1. Discount any amount still owing on an Active DEF Loan, by the amount of any outstanding DEF as at 8 July 2015;
- 2. Effect a full refund of any DEF received (whether by Cash Converters on its own behalf or on behalf of a NSW Franchisee) after 8 July 2015, to the Group Member, within 60 days of it receiving the DEF.

Date that entry is stamped:

Deputy District Registrar

**Schedule**

No: (P)NSD2089/2013

Federal Court of Australia

District Registry: New South Wales

Division: General

Second Defendant: SAFROCK FINANCE CORPORATION (QLD) PTY LTD ACN 098  
566 520

Third Defendant: CASH CONVERTERS PERSONAL FINANCE PTY LTD ACN 110 275  
762