

**NOTICE OF \$7,000,000.00 CLASS ACTION SETTLEMENT TO PERSONS WHO
PAID A FEE TO A CHECK CASHING BUSINESS KNOWN AS THE CHECK
CASHING STORE OR THE CCS PAYMENT STORE**

IF PRIOR TO OCTOBER 1, 2001 YOU ENTERED INTO A DEFERRED PRESENTMENT TRANSACTION WITH A BUSINESS KNOWN AS THE CHECK CASHING STORE OR THE CCS PAYMENT STORE AT ANY OF THEIR FLORIDA LOCATIONS YOU ARE ENTITLED TO A CASH REFUND

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT ON THE SETTLEMENT. READ THIS NOTICE CAREFULLY.

- The Check Cashing Store, Inc., now known as CCS Financial Services, Inc., does business under the trade name "The Check Cashing Store, except in Sunrise, Florida where it does business under the trade name "The CCS Payment Store", so you may know this check cashing business by any of these names (The Check Cashing Store, Inc., now known as CCS Financial Services, Inc., and doing business as "The Check Cashing Store" and "The CCS Payment Store" shall be referred to collectively in this notice as "CCS").
- A "deferred presentment transaction" also known as a "payday loan" (hereinafter referred to as a "Deferred Presentment Transaction") is a transaction where the customer writes a check payable to CCS and in exchange the customer is provided with cash in an amount equal to the face amount of the check less the fees charged by CCS in connection with the transaction. The customer and CCS agree that CCS will hold the customer's check for an agreed upon period of time during which the customer can redeem or buyback the check by paying CCS the face amount of the check. If the customer does not redeem or buyback the check within the period of time agreed to by the customer and CCS, then CCS would proceed to deposit the check for payment. Some Deferred Presentment Transactions conducted by CCS were rolled over, extended or renewed for an additional fee.
- The settlement resolves a class action lawsuit and arbitration proceeding (together, the "Action") over whether the fees charged by CCS in connection with Deferred Deposit Transactions constitute interest on a loan which exceeded the maximum amount allowed under Florida law. The Action was brought on behalf of a class of individuals consisting of all customers of CCS who entered into a Deferred Presentment Transaction with CCS prior to October 1, 2001 (individually, a "Class Member" and collectively, the "Class").
- CCS has agreed to pay \$7,000,000.00 in connection with the settlement ("Settlement Fund"). All Class Members can participate in the settlement.
- Neither the Court nor the Arbitrator have yet ruled on any of the claims or defenses asserted in the Action. The settlement avoids the costs and risks of continuing litigation, provides for a payment to the Class Members, and releases CCS and related parties identified in the settlement agreement from liability for all claims within the scope of the release. The exact language of the release is set forth later in this notice.
- The lawyers for the Class will request that their attorneys' fees be paid from the Settlement Fund in an amount not to exceed \$2.1 million (30% of the fund) for investigating the facts, litigating the case since 2000, and negotiating the settlement. The lawyers are experienced in consumer class action litigation. The lawyers for the class will also request that the expenses incurred litigating the case, providing this notice, and administering and paying claims to class members be reimbursed from the Settlement Fund. The lawyers for the Class may or may not receive the attorneys' fees and costs they request.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT

Submit a Claim Form	The only way to receive a payment from the settlement.
Exclude Yourself From the Settlement	You will receive no payment from the settlement. You will retain whatever rights you may have against CCS with respect to the claims being settled.
Object	Explain why you don't like the settlement.
Go to a Hearing	Ask to speak at the hearings to consider approval of the settlement.
Do Nothing	You will receive no payment from the settlement. You will give up whatever rights you may have against CCS with respect to the claims being settled.

- These rights and options-and the deadlines for exercising them-are explained in this notice.
- The arbitrator and court in charge of this case still have to decide whether to approve the settlement. Payments will be made if the settlement is approved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package?

Records from CCS indicate that you are a Class Member because you conducted at least one Deferred Presentment Transaction with CCS on or before September 30, 2001. This notice is being sent to you because you have a right to know about a proposed settlement of the Action and about all of your options, before the arbitrator and court decide whether to approve the settlement. If the settlement is approved, an administrator will make the payments that the settlement allows. This notice explains the Action, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them.

The lawsuit is pending before the Honorable John J. Hoy of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. The court referred the case to binding arbitration under the terms of the arbitration clause contained in CCS's then standard Deferred Presentment Transaction customer agreement used with the plaintiff who commenced the lawsuit. Class Counsel then filed a class action statement of claim with the American Arbitration Association ("AAA"), which statement of claim is identical to the complaint filed in the lawsuit, and the Honorable Myron S. Greenberg, a former judge experienced in consumer class actions, was appointed as arbitrator.

The lawsuit is named *Cardegna vs. The Check Cashing Store, Inc., et. al.*, and was assigned Palm Beach, Florida Circuit Court Case No. CL 00-5099 AG. The arbitration is named *Cardegna vs. The Check Cashing Store, Inc.*, and was assigned AAA Case No. 11 148 01988 06.

2. What is this Action about?

The Action claims that the Deferred Presentment Transactions conducted by CCS prior to October 1, 2001, were not check cashing transactions but were really loans. The Action also claims that the fees paid to CCS by customers in connection with those Deferred Presentment Transactions were in actuality interest on the loans and that the interest rate charged on the Deferred Presentment Transactions exceeded the legally permitted maximum rate of interest under Florida law. The Action asserts various claims against CCS for collecting an unlawful rate of interest on loans disguised as check cashing transactions. The claims include violation of the Florida Usury Statute; violation of the Florida Consumer Finance Statute; violation of the Florida Deceptive and Unfair Trade Practices Act; violation of the Florida and Federal Racketeer Influenced and Corrupt Organization Act; and fraud. The Action seeks to obtain an award of damages against CCS recoverable under the different claims. These damages could include the amount of the principal and a multiple of the fees paid to CCS in connection with Deferred Deposit Transactions conducted on or before September 30, 2001. CCS denies any wrongdoing and contends that its Deferred Presentment Transactions were legally authorized check cashing transactions and not loans. CCS has denied any liability to the Class for any of the claims asserted in the Action and has asserted various defenses to the claims asserted in the Action.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case John Cardegna) sue on behalf of people who have similar claims. All these people constitute the Class and each of them is a Class Member. In a class action, one legal proceeding resolves the claims for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Neither the court nor the arbitrator has yet decided any of the claims asserted in the Action in favor of Plaintiff or CCS. The Plaintiff thinks he could win if the case went to trial. CCS thinks it could win if the case went to trial and that the Plaintiff would not recover any damages from it or win anything in the Action because it did nothing wrong. But no trial has been held. Instead, both sides agreed to a settlement. That way both sides avoid the cost of the trial and the risks and uncertainty associated with any legal proceeding, and the Class affected will receive compensation. The class representative, John Cardegna, and the attorneys for the Class think the settlement is best for all Class Members.

5. Why does the settlement have to be approved by the court and the arbitrator?

Since a class action settlement is binding on all class members who do not exclude themselves from the class, a class action settlement is required to be approved so that a determination is made that the settlement is fair, reasonable and adequate to all class members. In this case, some of the Deferred Presentment Transactions conducted by CCS with customers prior to October 1, 2001, contained arbitration clauses while others did not. The arbitrator only has jurisdiction over the Class Members with respect to those Deferred Presentment Transactions they conducted which contained an arbitration clause. The court has jurisdiction over the Class Members with respect to those Deferred Presentment Transactions they conducted with CCS which did not contain an arbitration clause. For this reason, both the court and the

arbitrator must approve the settlement for it to be binding on all Class Members other than those who exclude themselves from the Class.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

6. How do I know if I am part of the settlement?

Everyone who engaged in a Deferred Presentment Transaction with CCS prior to October 1, 2001 is a Class Member. The records of CCS indicate that you are a Class Member. The transaction report included with your claim form lists all of your Deferred Presentment Transactions with CCS that took place prior to October 1, 2001, and the amount of fees you paid for each of those transactions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

After payment of approved legal fees and costs, any class representative award and the settlement expenses from the Settlement Fund, the remaining Settlement Funds (referred to as the "Net Settlement Fund") will be divided among all Class Members who send in a valid claim form.

8. How much will my payment be?

Your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members send in, and the total amount of fees you paid to CCS for Deferred Presentment Transactions dated before October 1, 2001. Here's how it works:

The total amount of fees CCS charged you for Deferred Deposit Transactions conducted prior to October 1, 2001, is the amount of your claim. You can find this amount on the transaction report included with your claim form. The Net Settlement Fund will be distributed on a pro rata basis to Class Members who submit a valid claim form, with each Class Member's settlement payment depending on the amount of the Class Member's claim and the total amount of all Class Members' claims who submitted valid claim forms. The maximum amount you can receive under the settlement is the amount of your claim plus 10%. If there is insufficient money in the Net Settlement Fund to pay every Class Member who submitted a valid claim form their claim amount plus 10%, then the amount of each class member's payment will be reduced by an equal percentage.

If the number of valid claim forms submitted by Class Members is significantly less than 20%, each Class Member submitting a valid claim form will receive the maximum payment amount of their claim plus 10%, and the remaining money in the Net Settlement Fund will be returned to CCS. Class Counsel anticipates that the response rate will exceed 20%, therefore it is most likely that each Class Member will receive an amount less than the full amount of his or her claim plus 10%.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How can I get a payment?

To qualify for a settlement payment, you must send in a claim form. A claim form is included with this notice. You may also get a claim form on the internet from the settlement website at www.ccssettlement.com ("Settlement Website") or from the Claims Administrator by calling 1-800-466-8904. **Read the instructions on the claim form carefully, complete the claim form, sign it, and mail it postmarked to the claims administrator at the address set forth on the claim form no later than August 30, 2007.**

10. When would I get my payment?

The arbitrator will hold a hearing on July 16, 2007, to decide whether to approve the settlement. If the arbitrator approves the settlement, then the Court will hold a hearing on July 25, 2007, to approve the settlement and confirm the arbitrator's approval of the settlement. Once the approvals have become final, settlement checks will be mailed shortly thereafter. The Settlement Website will contain updated information concerning the progress of settlement administration. Please be patient.

11. What am I giving up by staying in the Class to receive a settlement payment?

Unless you exclude yourself from the settlement, you will remain in the Class, which means that you will not be able to sue, continue to sue, or be part of any other lawsuit or other legal proceeding against CCS or the related released parties pertaining to your Deferred Deposit Transactions or other claims which could have been raised in the Action and which accrued prior to October 1, 2001. It also means that all of the awards, orders and judgments in this Action will apply to you and legally bind you. If you sign and return the claim form, you will agree to the following "Release of Claims," which describes exactly the legal claims that you give up against CCS and the related released parties if you do not exclude yourself from the settlement.

RELEASE OF CLAIMS

Each Class Member who is not a Successful Opt-Out, each of their successors, assigns and personal representatives, and all others who claim through them or who could assert claims on their behalf (collectively, the "Class Releasers"), do each hereby unconditionally and irrevocably remise, release, acquit, satisfy, and forever discharge Defendant, any parent company of Defendant, all subsidiaries, affiliates and related entities of Defendant, including without limitation each of their predecessors or successors in interest, and including, without limitation, The Check Cashing Store, Inc., The CCS Payment Store, CCS Financial Service, Inc., The Financial Service Store, Inc., The Lending Store, Inc. and CCS Building Corp., and each and every one of their shareholders, directors, members, partners, officers, employees, legal counsel, agents and representatives, whether past or present (including, without limitation, Paul Hauser, Marshall Davis, Allen Eager and Barry Hershman)(collectively, the "Defendant Releasees"), and each of them, from any and all manner of action and actions, causes of action, suits, debts, sums of money, contracts, damages, interest, costs, attorneys fees, claims and demands of whatsoever kind or character, whether in law, in equity or by statute, direct or indirect, whether known, unknown or capable of being known as of the date hereof, whether now existing or hereinafter arising, which each of the Class Releasers or any of them have, may have, or may come to have, individually or as members of a class, against the Defendant Releasees or any of them, based on, arising out of, or in any way relating or pertaining to: (a) all claims asserted or attempted to be asserted in this Action, and all claims which could have been asserted in this Action and which accrued on or before September 30, 2001; and (b) any Deferred Presentment Transactions which any of the Class Releasers engaged in with the Defendant Releasees during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, and you want to keep whatever rights you may have against CCS with respect to your Deferred Presentment Transactions or other possible claims which could have been raised in the Action and accrued prior to October 1, 2001, then you must take steps to get out of the Class. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class. **By remaining in the Class you are agreeing to settle your claims against CCS and the related released parties within the scope of the settlement and Release of Claims.**

12. If I do not wish to be part of the settlement how do I get out of the settlement?

To exclude yourself, you must send a letter by mail saying that you want to be excluded from the settlement in *Cardegna v. The Check Cashing Store, Inc.* Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than July 2, 2007 to:

CCS Settlement
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 4702
Sarasota, Florida 34230-4762

If you ask to be excluded, you will not get any settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in the settlement or the Action.

13. If I don't exclude myself, can I sue CCS or the related released parties ore for the same thing later?

No. Unless you exclude yourself you give up any right you may have to sue CCS and the related released parties for the claims that this settlement resolves if not barred by applicable statutes of limitations or otherwise. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is July 2, 2007.

14. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself you will not be eligible to receive money from this settlement. However, if you also submit a claim form you will nullify your exclusion request and you will be participating in the settlement and be bound by the settlement, including the Release of Claims provided to CCS and the related released parties.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The arbitrator has approved the following attorneys and law firms to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Richard A. Fisher RICHARD FISHER LAW OFFICE 1510 Stuart Road Suite 210 Cleveland, TN 37312	E. Clayton Yates YATES & MANCINI LLC 311 South Second Street Suite 102 Fort Pierce, FL 34950	Christopher Casper JAMES, HOYER, NEWCOMER & SMILJANICH, P.A. One Urban Centre Suite 550 4830 W. Kennedy Blvd. Tampa, FL 33609	Theodore J. Leopold RICCI-LEOPOLD, P.A. 2925 PGA Blvd. Suite 200 Palm Beach Gardens, FL 33410	Michael Lucas PUBLIC JUSTICE, P.C. 1825 K Street, N.W. Suite 200 Washington, DC 20006
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The above attorneys have extensive experience in representing consumers in class actions and are currently prosecuting several similar class actions against other Florida companies that conducted deferred presentment transactions prior to October 1, 2001.

16. How will Class Counsel be paid?

Class Counsel will ask the arbitrator and court to approve payment of up to \$2,100,000 (30% of the settlement fund) to them for attorneys' fees, and \$25,000 to John Cardegna for his services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the arbitrator and court to reimburse their out-of-pocket expenses incurred in prosecuting this lawsuit, including the costs of sending this notice, processing claim forms, and administering the settlement. Class Counsel may be awarded less than the amounts they request.

OBJECTING TO THE SETTLEMENT

You can tell the arbitrator and court that you don't agree with the settlement or some part of it.

17. How do I tell the arbitrator and court that I don't like the settlement?

If you're a Class Member and have not excluded yourself, you can object to the settlement if you don't like any part of it. You can give reasons why you think the settlement should not be approved. The arbitrator and court will consider your views. To object, you must send a letter saying that you object to the settlement in *Cardegna v. The Check Cashing Store* and set forth in detail the reasons you object to the settlement. Be sure to include your full name, current address, telephone number and your original signature (no copies allowed), any documents you wish to submit in support of your objection, and you must mail the objection to these two different places postmarked no later than July 2, 2007:

E. Clayton Yates, Esq.
Yates & Mancini LLC
311 South Second Street, Suite 102
Fort Pierce, FL 34950

Scott B. Newman, Esq.
Holland & Knight LLP
222 Lakeview Ave., Suite 1000
West Palm Beach, Florida 33401

18. What's the difference between objecting to the settlement and excluding yourself?

Objecting is simply telling the arbitrator and court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the arbitrator and court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object to the settlement because the Action no longer affects you.

THE FINAL APPROVAL HEARING

The arbitrator and court will each hold a final approval hearing to decide whether to approve the settlement. The court will also decide at the final approval hearing or other time set by the Court whether to confirm the arbitrator's decision to approve the settlement, if the arbitrator approves the settlement. You may attend the final approval hearings and you may ask to speak at the final approval hearings, but you don't have to. You also have the right, at your expense, to hire a lawyer to file an objection for you and to ask to speak on your behalf at the final hearings, but you don't have to.

19. When and where will the arbitrator and the court decide whether to approve the settlement?

The arbitrator will hold a final approval hearing at 9:00 AM on July 16, 2007 at the law offices of Holland & Knight LLP, 222 Lakeview Avenue, Suite 1000, West Palm Beach, Florida 33401. The court will hold a final approval hearing at 8:00 AM on July 25, 2007, in Courtroom 9C of the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, Florida 33401. At the final approval hearings the arbitrator and court will consider whether the settlement is fair, reasonable and adequate to the Class Members. If there are objections to the settlement, the arbitrator and court will consider them. The arbitrator and court will listen to people who have asked to speak at the hearing. The arbitrator and the court may also decide at the final approval hearings how much to pay to Class Counsel and the Class Representative.

20. Do I have to come to the final approval hearings?

No. Class Counsel will answer any questions the arbitrator or the court may have. But you are welcome to come at your own expense. As long as you mailed your written objection on time, the arbitrator and the court will consider it. You may also pay your own lawyer to attend the final approval hearings, but that is not required.

21. May I speak at the final approval hearing?

You may ask the arbitrator and court for permission to speak at the final approval hearing, or you may hire a lawyer, at your own expense, to ask the arbitrator and the court for permissions to speak on your behalf. To do so, you or your lawyer must send a letter saying that it is your "Notice of Intention to Appear in *Cardegna v. The Check Cashing Store, Inc.*" Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than July 2, 2007 and be sent to the two addresses listed in the answer to question 17. If you or your own attorney intend to speak in opposition to approval of the settlement, you must ask permission to speak as set forth in this paragraph, and you must also set forth the reasons why you oppose approval of the settlement in a written objection submitted in accordance with the procedures laid out in the answer to question 17. You or your own attorney cannot speak at the final approval hearings if you excluded yourself from the settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all with respect to the settlement?

If you do nothing at all with respect to the settlement, you'll get no money from the settlement. But unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against CCS or the related released parties pertaining to your Deferred Deposit Transactions or other claims which could have been raised in the Lawsuit and which accrued prior to October 1, 2001 ever again, and you will be bound by the settlement, including the Release of Claims.

GETTING MORE INFORMATION

23. Are there more details and information about the settlement?

This notice summarizes the proposed settlement. More details are in the full Class Action Settlement Agreement. You can get a copy of the Class Action Settlement Agreement at the Settlement Website at www.ccssettlement.com, or by calling the Claims Administrator at 1-800-466-8904. You may also review the court file at the Palm Beach County Courthouse, 205 North Dixie Highway, West Palm Beach, 33401, or access the case arbitration docket at the website of the American Arbitration Association at www.adr.com.

Please do not attempt to contact the court, arbitrator or the American Arbitration Association with any questions you may have.