

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF THE CASH STORE FINANCIAL SERVICES INC., THE CASH
STORE INC., TCS CASH STORE INC., INTSALOANS INC., 7252331 CANADA INC.,
5515433 MANITOBA INC., 1693926 ALBERTA LTD DOING BUSINESS AS "THE TITLE
STORE"

**BRIEF OF TRANSCRIPTS OF THE RESPONDENT,
0678786 B.C. LTD. (FORMERLY THE MCCANN FAMILY
HOLDING CORPORATION)**

**MOTION FOR THE APPOINTMENT
OF REPRESENTATIVE COUNSEL FOR THE CLASS ACTION
(returnable June 11, 2014)**

Dated: June 3, 2014

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto ON M5X 1A4

Robert W. Staley (LSUC #27115J)
Raj Sahni (LSUC #42942U)
Jonathan Bell (LSUC #55457P)

Tel: 416-777-4856
Fax: 416-863-1716

Lawyers for the 067876 B.C. Ltd.

Party/Counsel	Telephone	Facsimile	Party Represented
<p>TO: THE SERVICE LIST Lax O'Sullivan Scott Lisus LLP Suite 2750, 145 King Street West Toronto, ON M5H 1J8 Canada</p> <p>Eric R. Hoaken Email: ehoaken@counsel-toronto.com</p> <p>JJS Barristers Suite 800, The Lancaster Building 304 - 8 Avenue SW Calgary, Alberta T2P 1C2 Canada</p> <p>Robert Hawkes, Q.C. Email: hawkesr@jssbarristers.ca</p>	<p>416.598.1744 416.645.5075 403.571.1544</p>	<p>416.598.3730 403.571.1528</p>	<p>Counsel for DirectCash Bank, DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Payments Inc., DirectCash Management Inc. and DirectCash Canada Limited Partnership ("DirectCash") who are co-defendants with The Cash Store Financial Services Inc. and The Cash Store Inc. (the "Cash Store") in class action (Court File No. 7908/12CP)</p>
<p>Osler Hoskin & Harcourt LLP P. O. Box 50, 1 First Canadian Place Toronto ON M5X 1B8</p> <p>Marc Wasserman Email: mwasserman@osler.com Jeremy Dacks Email: jdacks@osler.com Patrick Riesterer Email: priesterer@osler.com Karin Sachar Email: ksachar@osler.com</p>	<p>416.362.2111 416.862.4908 416.862.4923 416.862.5947 416.862.5949</p>	<p>416.862.6666</p>	<p>Counsel to the Chief Restructuring Officer ("CRO")</p>
<p>Rothschild</p> <p>Neil Augustine Email: nycprojectoilers@rothschild.com Bernard Douton Email: nycprojectoilers@rothschild.com</p>	<p>212.403.3500 212.403.5411 212.403.5254</p>	<p>212.403.3501</p>	<p>Financial Advisors to the CRO</p>

<p>Cassels Brock & Blackwell LLP 2100 Scotia Plaza, 40 King Street West Toronto, Ontario M5H 3C2</p> <p>Wendy Berman Email: wberman@casselsbrock.com Ryan C. Jacobs Email: rjacobs@casselsbrock.com</p>	416.869.5300 416.860.2926 416.860.6465	416.640.3107 416.640.3189	Counsel to the Applicants
<p>FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto ON M4K 1G8</p> <p>Greg Watson Email: greg.watson@fticonsulting.com Jeff Rosenberg Email: jeffrey.rosenberg@fticonsulting.com</p>	416.649.8077	416.649.8101	Monitor
<p>McCarthy Tétrault Suite 5300, TD Bank Tower Box 48, 66 Wellington Street West Toronto ON M5K 1E6</p> <p>James Gage Email: jgage@mccarthy.ca Heather Meredith Email: hmeredith@mccarthy.ca</p>	416.362.1812 416.601.7539 416.601.8342	416. 868.0673	Counsel to the Monitor
<p>Goodmans LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto ON M5H 2S7</p> <p>Robert J. Chadwick Email: rchadwick@goodmans.ca Brendan O'Neill Email: boneill@goodmans.ca</p>	416. 979.2211 416.597.4285 416.849.6017	416. 979.1234	Counsel to Ad Hoc Noteholders
<p>Norton Rose Fulbright Canada LLP Suite 3800, Royal Bank Plaza, South Tower 200 Bay Street, P.O. Box 84 Toronto, ON M5J 2Z4</p> <p>Orestes Pasparakis Email: orestes.pasparakis@nortonrosefulbright.com Alan Merskey</p>	416.216.4000 416.216.4815 416.216.4805 416.216.4853 416.216.2419	416.216.3930	Counsel to Coliseum Capital Management

<p>Email: Alan.Merskey@nortonrosefulbright.com Virginie Gauthier Email: virginie.gauthier@nortonrosefulbright.com Alex Schmitt Email: <u>alexander.schmitt@nortonrosefulbright.com</u></p>			
<p>McMillan LLP Brookfield Place, 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 Adam C. Maerov Email: adam.maerov@mcmillan.ca Brett Harrison Email: brett.harrison@mcmillan.ca</p>	<p>403.531.4700 403.215.2752 416.865.7932</p>	<p>416.865.7048</p>	<p>Counsel to Trimor Annuity Focus LP #5</p>
<p>Computershare Trust Company of Canada and Computershare Trust Company, NA 100 University Avenue, 11th Floor, North Tower Toronto, ON M5J 2Y1</p> <p>Patricia Wakelin, Corporate Trust Officer Email: patricia.wakelin@computershare.com Shelley Bloomberg, Manager, Corporate Trust Email: Shelley.Bloomberg@computershare.com Mohanie Shivprasad, Associate Trust Officer Email: mohanie.shivprasad@computershare.com Tina Vitale, Senior VP, Corporate Trust Email: tina.vitale@computershare.com John Wahl, Corporate Trust Officer Email: john.wahl@computershare.com</p>	<p>416.263.9317 416.263.9322 212.805.7345 646.334.3350 (C) 303.262.0707</p>	<p>416.981.9777 514.981.7677</p>	<p>Collateral Trustee under the Collateral Trust and Intercreditor Agreement</p>
<p>Dickinson Wright LLP 199 Bay Street, Suite 2200 Commerce Court West Toronto, ON M5L 1G4</p> <p>Michael A. Weinczok Email: mweinczok@dickinsonwright.com David P. Preger Email: <u>Dpreger@dickinsonwright.com</u></p>	<p>416.777.4026 416.301.4883 (C) 416-646-4606</p>	<p>416-865-1398</p>	<p>Canadian Counsel to Computershare</p>
<p>Perkins Coie LLP 30 Rockefeller Plaza 22nd Floor New York, New York 10112-0085 United States of America</p> <p>Tina N. Moss Email: TMoss@perkinscoie.com Ronald T. Sarubbi Email: <u>RSarubbi@perkinscoie.com</u></p>	<p>212.262.6910 212.262.6914</p>	<p>212.977.1648 212.977.1644</p>	<p>US Counsel to Computershare</p>

<p>Borden Ladner Gervais Centennial Place, East Tower 1900 520 – 3rd Ave SW Calgary, AB, T2P 0R3</p> <p>Josef G.A. Kruger Email: jkruger@blg.com Patrick T. McCarthy Email: PMcCarthy@blg.com</p>	<p>403.232.9500 403.232.9563 403.232.9441</p>	<p>403.266.1395</p>	<p>Counsel to the Trustee in Bankruptcy for Assistive Financial Corp.</p>
<p>Duncan Craig LLP 2800 Scotia Place 10060 Jasper Avenue Edmonton, Alberta T5J 3V9</p> <p>Darren R. Bieganek, Q.C. Email: dbieganek@dcllp.com</p>	<p>780.428.6036 780.441.4386</p>	<p>780.428.9683 780.969.6381</p>	<p>Counsel to Mr. Cameron Schiffner</p>
<p>Harrison Pensa LLP 450 Talbot Street London, ON N6A 5J6</p> <p>Jonathan Foreman Email: jforeman@harrisonpensa.com</p> <p>Koskie Minsky LLP Barristers & Solicitors 20 Queen Street West, Suite 900 Toronto, ON M5H 3R3</p> <p>Andrew J. Hatnay Email: ahatnay@kmlaw.ca</p>	<p>519. 679.9660 519.661.6775</p> <p>416.595.2083</p>	<p>519.667.3362</p> <p>416.204.2872</p>	<p>Counsel to the Plaintiff in the class action of Timothy Yeoman v. The Cash Store Financial Services Inc. et al. (Court File No. 7908/12CP) Agent to Plaintiff's Counsel in class action (Court File No. 7908/12CP)</p>
<p>Siskinds LLP 100 Lombard Street, Suite 302 Toronto, ON M5C 1M3 Canada</p> <p>Charles M. Wright Email: charles.wright@siskinds.com Serge Kalloghlian Email: serge.kalloghlian@siskinds.com Alex Dimson Email: alex.dimson@siskinds.com</p>	<p>416.362.8334</p>	<p>416.362.2610</p>	<p>Lawyers for an Ad Hoc Committee of Purchasers of the Applicant's Securities, including the Representative Plaintiff in the Ontario Class Action against the Applicant</p>

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Applicants

CROSS-EXAMINATION

Of TIMOTHY YEOMAN, on his affidavit sworn May 9, 2014
held at Strathroy Seniors Centre, Strathroy, Ontario
by M.D.M. Reporting Holdings, London, Ontario on the
29th day of May, 2014 at 6:00 p.m., pursuant to
appointment.

APPEARANCES:

Genevieve Meisenheimer Counsel for the Affiant
Jonathan Foreman
(Harrison Pensa LLP)

Jonathan Bell Counsel for 0678786 B.C. Ltd
(Bennett Jones LLP) (formerly the McCann Family
Holding Corporation)

M.D.M. REPORTING HOLDINGS
341 Talbot Street, London, ON, N6A 2R5
info@mdmreporting.com
(519) 672-0246

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THURSDAY, MAY 29, 2014

TIMOTHY YEOMAN: SWORN

EXAMINATION BY MR. BELL:

- 5
1. Q. Good afternoon, Mr. Yeoman. My name is Jonathan Bell. I am with Bennett Jones which is a law firm in Toronto that represents a numbered B.C. company also known as the McCann Family Trust, formerly known as the McCann Family Trust, and we're a third party lender that brings the CCAA proceeding. So
- 10
- Mr. Yeoman, can I get you to confirm that you swore an affidavit in the CCAA proceeding dated May 9th, 2014?
- A. Yes.
- 15
2. Q. And do you have a copy of that affidavit in front of you?
- A. Yes, I do.
- 20
3. Q. And is that affidavit part of your motion record in this proceeding?
- A. Yes.
- 25
4. Q. And have you reviewed your affidavit prior to your attendance today?
- A. I have, yeah.
- 30
5. Q. And do you have any changes you'd like to make before we get started?
- A. No.

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6. Q. Or corrections?
A. No.
- 5 7. Q. And so, Mr. Yeoman, you're the proposed representative plaintiff in a proposed class action against Cash Store and other defendants, aren't you?
A. Yes.
- 10 8. Q. And the statement of claim in that action was issued on August 1st, 2012. Is that correct?
A. Yes.
- 15 9. Q. And the class action has not yet been certified, has it?
A. No.
- 20 10. Q. And I understand that prior to the commencement of the CCAA proceedings the certification was to have been scheduled to be heard on September 15th, 2014. Is that consistent with your recollection?
A. Uh, yeah.
- 25 11. Q. And you understand that because of the CCAA proceedings, or pursuant to the CCAA proceedings, that your class action has been stayed. Is that correct?
A. Yes.
- 30

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12. Q. And in fact, given the CCAA proceedings your class action may never be certified. Is that fair?

MR. FOREMAN: I don't think that's a fair question.

MR. BELL: Excuse me?

MR. FOREMAN: We don't consider that a fair question. There are other defendants in the case.

13. MR. BELL: Q. So Mr. Yeoman, you understand that the class action in its entirety has been stayed or just the class action as against the applicants in this proceeding?

MR. FOREMAN: Well, that's a legal question, counsel. I mean we're entitled to our position on that legally. I don't think this witness can address that with you here on this cross-examination.

14. MR. BELL: Q. So Mr. Yeoman, as the representative plaintiff in a proposed class action, you're unable to tell me which of the defendants your action is stayed against?

MR. FOREMAN: Counsel, that's again not a fair question for the reasons that I've indicated.

MR. BELL: Just so we're clear for the record, counsel, I want to make sure I have it.

You're refusing whether or not a representative of the plaintiff can answer a

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question as to which defendants the action's been stayed against?

MR. FOREMAN: No. Counsel, our position is that we have rights against non-stayed defendants in the case.

MR. BELL: Okay. Well, to be fair, let's set the ground rules early on. I don't care what your position is in the litigation at all. I'm not here to cross-examine you. I want to get Mr. Yeoman's understanding. My question has nothing to do with your position whatsoever. My last question that you refused was whether or not the class action had been stayed against all of the defendants or just the applicants to this proceeding. Do you still refuse that question?

MR. FOREMAN: No. Our position is that it's only been stayed as against the applicants.

MR. BELL: I'm only going to say this one more time. I don't want your position. I want Mr. Yeoman's understanding. The question to Mr. Yeoman, not your legal position, the question is does Mr. Yeoman understand whether the class action has been stayed against all the defendants or only just to the applicants in this proceeding?

MR. FOREMAN: So we'll answer the question. There's no issue with answering the question, but I want to make sure the witness understands it. So you're identifying applicants to this proceeding versus other

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defendants. Can you clarify for the witness who those are so that he can answer your question?

MR. BELL: Okay. Well, the defendants would be the entities listed over the word defendants in your statement of claim and the applicants would be the entities listed over the word applicants on the first page of the motion record. I'm happy to go through them all one and one. Maybe I can get to a simpler question.

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15. MR. BELL: Q. Mr. Yeoman, do you understand that there is going to be a certification hearing on September 15th, 2014?

A. I'm not sure I understand the question.

16. Q. You don't know whether or not your class action is scheduled to be certified in September 2014?

MR. FOREMAN: Counsel, we can assist you with respect to answers, but let's put it in a way that this witness can understand it.

MR. BELL: Well, to be fair I don't want your assistance. This witness has put himself forward as an appropriate representative in a complicated CCAA proceeding and I want to know if this witness has an understanding as to whether or not the proposed class action which purportedly grounds that representation is stayed or not stayed. And if the witness

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can't understand that question and can't answer that question, then I'm happy with that answer and we'll move on.

5 17. MR. BELL: Q. So Mr. Yeoman, do you understand whether or not your class action, your proposed class action has been stayed against all of the defendants?

10 A. I'm under the understanding that it has been stayed.

18. Q. It has been stayed?

MR. FOREMAN: As against The Cash Store defendants. That's our position.

15 MR. BELL: The only reason I'm repeating is because the audio broke up so I just wanted a confirmation. I apologize.

19. MR. BELL: Q. And Mr. Yeoman, I'm correct that in support of your certification motion prior to the stay of the class action, you swore an affidavit dated January 29th, 2014. Is that correct?

20 A. Yes.

25 20. Q. And you incorporate the evidence in that affidavit for the purposes of your motion, this motion, do you not?

30 A. Yes.

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21. Q. So let's turn up your January 29th, 2014 affidavit, which is at Tab 2D of your motion record, beginning at page 106 of the record. Just let me know when you have that open.
- 5 A. I think I'm there.
22. Q. Okay, and if I can get you to - well, first it is sworn January 29th, 2014. So that's a year and a half after you commenced the action which we already confirmed began in August 2012, isn't it?
- 10 A. Oh, yes.
23. Q. And if I can get you to turn to paragraph 11 of your January 29th, 2014 affidavit. It's found at page 109 of the record. Do you have that in front of you?
- 15 A. I do.
- 20 24. Q. And so at paragraph nine you say my counsel advised me that the current definition of the class is as follows. Now, stopping there, at the time you swore this affidavit, you had to be advised by counsel as to the current definition of the class?
- 25 A. Um, I'm not really sure. Like I just know that I paid a lot - a lot of interest for a \$400 loan.
- 30 25. Q. And I appreciate that and we will get to that, but if you could answer my questions I

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promise you this will go quicker. And my question was ...

A. I'm trying, but you're ...

5 26. Q. ... at the time you swore this affidavit did you actually have to be informed by your counsel as to the current definition of the class?

A. Yes, I did.

10 27. Q. And do you understand that - so we'll read the class for the record. It says all persons in Canada who entered into payday loan transactions with Cash Store Financial in Ontario between September 1, 2011 and the date of judgement. Now, do you understand that that is still the proposed class in the stayed class proceeding?

A. I think it's changed.

20 28. Q. And can you explain to me how you think it's changed?

A. Um, from my understanding The Cash Store has declared some sort of bankruptcy and tried to protect themselves. So everything - it's been changed.

25 29. Q. I understand that the class proceeding has been changed, has been stayed, I apologize, but for the actual class, that being the individuals that you propose to represent, do

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you understand that those individuals have changed? And Mr. Yeoman, if you don't know you can just say you don't know and I can move on. If you do know I want to get your answer, but if you don't know that's fine. I don't want you to answer anything you don't know. Mr. Yeoman, I see your counsel trying to direct you to the record and I'm happy to have that on the record. I don't want to be difficult about this, but if you don't know sitting here today if that's the proposed class, just tell me you don't know and I'll move on in my questioning. Do you know if that's still the proposed class?

A. I don't.

30. Q. Okay. So if I can get you to turn to - my understanding is that it is, but I just want to get your understanding. So if I can get you to turn to tab, I believe it's C of the, 2C of your motion record, which begins on page 76, and if I can - maybe the easiest way actually is just to go to the notice of motion.

MR. FOREMAN: Sorry counsel, we've lost you. Can you help us where you are in the documents?

MR. BELL: Yes. Well, I'm going to ask you to go to the notice of motion because that probably has the most particulars of the class. Just give me a second. Yes, so no

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wonder I couldn't find it. It's paragraph one of the notice of motion. So ...

MR. FOREMAN: What's ...

MR. BELL: ... if you can turn up paragraph one of your notice of motion, which is actually the first page of your motion record.

MR. FOREMAN: Hold on a minute, counsel.

We're having a hard time following you here.

Just a second. Let us - are you talking about the motion record for the representation order?

MR. BELL: Yes. To be clear on the record, that's the only motion record you need to have in front of you today. I promise I won't go to any other.

MR. FOREMAN: Yes, he's got his affidavit material bound. The notice of motion is not right in front of him. We're just going to get a copy of it in front of him.

MR. BELL: Well, I can do it by the affidavit too if that makes it easier for you.

MS. MEISENHEIMER: Well, that's what he has in front of him.

MR. FOREMAN: Yes. He has the affidavit in front of him. We're locating the notice of motion.

MR. BELL: Do you have it now?

MR. FOREMAN: Just give us a moment.

MS. MEISENHEIMER: Are you able to ask your question with the affidavit?

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MR. BELL: Well, I'll tell you what my problem is. The most recent affidavit I have from Mr. Yeoman that says what the class is, is the January 2014 affidavit, which I just took him to. He says he doesn't know if it's changed. His affidavit he swore in May doesn't speak to the class so I can't take him to that. So the only other thing I've seen since his January 2014 is the notice of motion. In fairness, I don't think a lot turns on this because the end result is that the notice of motion is the same. I was just going to ask Mr. Yeoman to confirm that, but if you don't have the notice of motion in front of you we can move on. I would ask counsel to get the notice of motion ready for Mr. Yeoman because I am going to have a series of questions about the relief that he is seeking in his motion and we're going to need the notice of motion for that, but we can move on now.

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31. MR. BELL: Q. So Mr. Yeoman, you have no reason to believe that the class changed from that definition that we read in your January 2014 affidavit, is that fair?

A. The class changed. I'm not understanding what you're asking there.

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32. Q. Okay. Well, then we'll have to move on. Do you know how many people are on the proposed, your proposed class, Mr. Yeoman?

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A. No.

33. Q. Do you know how much their damages would be?

A. No.

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34. Q. Do you know the quantum of the damages you're claiming?

A. What I'm claiming?

10

35. Q. Not you personally, we'll get to that, but I mean on behalf of the class.

A. Then the answer is still no.

36. Q. Have you been in contact with any other members of the proposed class?

15

A. No.

37. Q. Now, let's get into your loan with Cash Stores. I understand from your affidavit and the materials that you filed in your motion record that you only entered into one payday loan transaction Cash Store, is that correct?

20

A. That is correct.

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38. Q. And as I understand, your one transaction was for \$400?

A. Yeah, 400 bucks.

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39. Q. And then Cash Store and the related defendants, ultimately charged you fees, interest rates and other charges that totaled

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\$147.32 for the right to borrow that \$400. Is that your understanding?

A. Sounds about right, yeah.

5 40. Q. But you don't suggest that you didn't get the \$400 from Cash Store, do you?

A. No.

41. Q. And you paid back the \$400?

10 A. I did.

42. Q. Sorry, I think we may have lost the feed. I didn't get the answer. You ...

A. Yes.

15 43. Q. ... paid back the \$400?

A. In nine days, yes.

44. Q. And interest. So you paid the \$547.32?

20 A. I did.

45. Q. And so your claim as against Cash Store is for \$147.32? Is that fair?

A. That's fair, yeah.

25 46. Q. And you recognize that Cash Store was entitled to charge you some interest, fees, charges, just not the amount they did? Your complaint is they charged too much. Is that fair?

30 A. Yeah, they charged a lot.

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47. Q. So your claim is actually probably less than \$147.32, isn't it?

A. I don't - I don't know the money - the money numbers, the value.

48. Q. You don't know?

A. It was a couple years ago. You know, like I feel like I got burned. I feel like I - I paid more than I should have - should have paid, you know.

49. Q. Okay. Well, let's turn to page 148 of the record and go through the documents that actually underline the loan.

MR. BELL: So counsel, this is ...

MR. FOREMAN: Hold on, counsel. Where are you again?

MS. MEISENHEIMER: Is this ...

MR. BELL: Page 148 of the motion record.

MR. FOREMAN: Exhibit B?

MS. MEISENHEIMER: Exhibit ...

MR. BELL: Exhibit D, yes, it's Exhibit D to Mr. Yeoman's affidavit, which is the January 2014 affidavit with exhibits and then it's Exhibit B to that January 2014 affidavit.

MR. FOREMAN: Okay.

MR. BELL: And so it starts at page 140, which is just a cover page. Then if we move on to page 149 there's a promissory note and disclosure of all costs.

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THE DEPONENT: Got that.

50. MR. BELL: Q. And Mr. Yeoman, is that your signature beside borrower's signature on page 149?
- 5 A. Yeah.
51. Q. And if you flip over to page 150, are those your initials at the bottom of the page?
- 10 A. Yes.
52. Q. And if you flip over to page 151, are those your initials on the bottom of the page?
- 15 A. The refunds under *Payday Loans Act*, that one? That page?
53. Q. Yes.
- A. My page numbers are different than yours. I got page 56.
- 20 54. Q. Oh, I apologize.
- A. But those are my initials, yes.
55. Q. Yours is number 56?
- 25 A. Yeah, they are.
56. Q. Okay, so that's yours. And if you flip over one more page, which is page 152 of my record, but it starts with electronic funds transfer slip, is that your signature at the bottom?
- 30 A. It is.

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57. Q. And if you flip over one more page, which is page 153 of my record, but it says pre-authorized debit agreement. Is that your signature at the bottom?

A. It is.

58. Q. And one more time, flip over to page 154, the optional advance card limit credit protection. Is that your signature near the top of the page?

A. Yes.

59. Q. And are those your initials beside the word, yes?

A. Yeah, they are.

60. Q. And sorry, I lied. I said that was the end, but one more page. If you go, and it's page 155 of my record, customer receipt, is that your signature at the bottom of that page?

A. It is.

61. Q. Thanks. I think that's all we need for that. So is it fair to say, Mr. Yeoman, that at the time you signed these documents you understood that the cost of borrowing the \$400 was going to be \$147.32?

A. Actually, yeah, I guess I did.

62. Q. Sorry?

M.D.M. REPORTING HOLDINGS

- T. Yeoman

A. Yes, I did. We got an echo.

63. Q. Yes, I know. I apologize for that. We are having audio problems. So every time I say sorry it's just because I'm missing your answer and it's important that I hear it. So Mr. Yeoman, how do you come to be the representative plaintiff in this action?

A. Um ...

64. Q. Proposed.

A. ... I think I was fairly vocal about paying so much for this loan and uh, spoke to a lot of people and uh, got in touch with my lawyers through a mutual friend.

65. Q. I'm sorry, I'm not catching that. I hate to ask you to repeat, but I didn't hear your answer. I'm going to have to ask you to repeat. I'm sorry.

A. I said I think I was rather boisterous about uh, how much I had to pay for this loan and um, I probably bitched a lot about it and through a mutual friend I - I was given the name of an attorney.

MR. BELL: Okay, I think we're going to have to go off the record because I'm having audio problems, understanding, and it's important. So if we just go off the record for half a second that would be helpful.

(OFF RECORD DISCUSSIONS)

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- T. Yeoman

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MR. BELL: So just for the sake of the record, the reason we went off the record is we were having some audio problems. We were doing it on Skype. We're now doing it via phone call or conference call. So hopefully that will fix the audio problem.

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66. MR. BELL: Q. So Mr. Yeoman, I'm going to have to ask you to repeat because we didn't get your answer last time, how you became the representative plaintiff in the proposed class action.

15
A. Um, okay, I was - I was fairly boisterous about um, paying so much for the loan and uh, probably bitched a lot about it, spoke to a few friends and I was - I was put in touch with my - my attorney about this class action.

20
67. Q. And that attorney is Koskie Minsky in the class action or is it Harrison Pensa?

A. Harrison Pensa.

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68. Q. And did you approach them or did they approach you?

A. I called them.

30
69. Q. Switching gears, Mr. Yeoman, do you understand that in insolvency there's a difference between secured and unsecured creditors?

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- T. Yeoman

A. Uh, that sounds like a legal matter.

70. Q. So you don't understand that?

A. No.

5

71. Q. Then I won't ask you if you think your claim is secured or unsecured. Mr. Yeoman, did you instruct your counsel to bring this motion?

A. I - I'm part of this motion.

10

72. Q. No, I understand that you're part of this motion, but did you instruct your counsel to bring this motion?

A. Yes, I did.

15

73. Q. And whose idea was it to bring this motion, yours or your counsel's?

A. Counsel.

20

74. Q. And have you been following the CCAA proceedings to date?

A. Um, through my attorneys.

25

75. Q. And have you instructed your attorney to attend various hearings in the CCAA proceedings?

A. Um, they - they - my lawyers take care of the legal stuff. I don't ...

30

76. Q. So they decide when to attend and what to do?

A. Yes.

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- T. Yeoman

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77. Q. And have they been keeping, I don't want you to get into the content of any of discussions, but have they been keeping you informed as to what's been going on in the CCAA proceeding?

A. Yeah, we keep in touch.

10

78. Q. And have you been satisfied with how they've been keeping you informed?

A. Yes.

15

79. Q. And have you instructed them regarding positions to take on your behalf?

A. Yes.

20

80. Q. Mr. Yeoman, I don't want to retread, I understand that you don't understand the difference between secured and unsecured debt, but do you understand that there a number of creditors that would rank ahead of your claim in this insolvency or is that something you don't understand?

A. I understand. I don't think that's part of my concern.

25

81. Q. And do you understand that there's a chance that you will not recover anything in this insolvency?

A. Yes.

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- T. Yeoman

82. Q. And do you understand there's a good chance of that happening?

A. Um, I don't know the chances. I'm not a gambling man.

5

83. Q. I understand that in this motion you're seeking to have both Harrison Pensa and Konskie Minsky appointed as representative counsel, are you not?

10

A. Yes.

84. Q. To be fair to you, Mr. Yeoman, your counsel is nodding, no. So perhaps my question wasn't specific enough. I understand that you're having Harrison Pensa appointed as counsel and Konskie Minsky appointed as their agent, both of which you define as representative counsel for the rest of your motion. Is that your understanding?

15

20

A. Yes.

MR. BELL: And can I get you to turn up now, we're going to go through your notice of motion, can I get you now to turn up the notice of motion, which is at tab one of the motion record. I understand you have something else in front of you, but hopefully you have ...

25

MR. FOREMAN: Can you read that okay?

THE DEPONENT: Sure.

30

MR. FOREMAN: He's got an electronic copy of the notice of motion.

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- T. Yeoman

THE DEPONENT: I'm on a Samsung so bear with me.

MR. BELL: If you're having difficulty seeing it I'm happy to tell you what it says and your counsel can object if I'm phrasing inaccurately, but I just want to use it as a guideline.

5

85. MR. BELL: Q. At paragraph four of your notice of motion, or under the sought relief ...

10

A. Under an order?

86. Q. You originally were seeking the reasonable fees and disbursements of the class representative and representative counsel in connection with these proceedings, which again, representative counsel is defined to include both Harrison Pensa and Koskie Minsky. Did you understand when you were bringing this notice of motion that you were seeking both your fees and disbursements, Harrison Pensa's fees and disbursements and Koskie Minsky's fees and disbursements in the CCAA proceeding?

15

20

A. Yes.

25

87. Q. And whose idea was it to seek those fees and disbursements? Yours or your counsels?

A. To seek the fees and disbursements?

30

88. Q. Yes.

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- T. Yeoman

A. I'm not sure I really uh, I understand the question.

5 89. Q. You don't understand the question as whose idea it was to seek the fees and disbursements?

A. Well, I know that they were seeking fees to get some money back for some people, but I don't know who's getting what. That's up to the courts and the lawyers.

10 90. Q. To be fair to you, Mr. Yeoman, I'm not referring to damages that you're seeking or money to try and seek from the estate. I'm actually referring to the reimbursement of costs and disbursements incurred by your counsel. Do you understand the difference?

A. Yeah, I do actually, legal fees. So the loser might have to pay ...

15 20 91. Q. And originally you were seeking to have your lawyers' legal fees paid in this action ...

A. Yes.

25 92. Q. ... sorry, in the CCAA proceeding ...

A. Yeah, I get it.

30 93. Q. ... is that correct?

A. I'm with you now, yeah.

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- T. Yeoman

94. Q. Okay, and whose idea was it to seek those legal fees? Yours or your lawyers?

A. My lawyers. To get paid, yeah, of course.

5 95. Q. And I understand that you're not longer seeking your lawyers' fees, is that correct?

A. Yes.

10 96. Q. And are you seeking your fees and disbursements in the CCAA proceeding?

A. No.

97. Q. Sorry?

A. No.

15 98. Q. And is it that you're agreeing, and I don't want to bind you to an answer on the record, so I'm happy to have your counsel jump in on this one. Is it that you're never seeking to have your lawyers' fees paid out of the estate or you're just not seeking to have them paid out of the estate at this time?

20 MR. FOREMAN: Don't answer that question. The position is we're not seeking them at this time.

25 MR. BELL: No, I was happy to have that answered from you ...

MR. FOREMAN: Okay.

MR. BELL: ... on your position.

30 MR. FOREMAN: Good.

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- T. Yeoman

MR. BELL: And you're not willing to provide any assurances to me or the court that you're not going to seek your fees at any future date?

MR. FOREMAN: Not as we sit here right now.

5
99. MR. BELL: Q. And Mr. Yeoman, who do you propose pays Harrison Pensa and Koskie Minsky's fees if they are granted representative counsel status in this motion?

10
A. I would think the people they are suing.

100. Q. Now, I want you to turn up paragraph three of your notice of motion, and again I realize you don't really have it in front of you so I'm happy to summarize it for the purposes of my question. All paragraph three, well, I'll read it in the record so we don't have any dispute. It says you're seeking an order that representative counsel shall represent the interest of the class in all aspects of these proceedings or any subsequent receivership or bankruptcy of the applicant without any obligation to consult or seek instructions from the class unless otherwise ordered by the court. So Mr. Yeoman, do you understand that you're seeking to have Harrison Pensa and Koskie Minsky represent the interests of all the proposed members of the class in all matters that could come up in this CCAA proceeding?

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- T. Yeoman

A. Yes.

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101. Q. And we've already gone over this, but you understand that the proposed class consists of, and I quote, "all persons in Canada who entered into payday loan transactions with Cash Store Financial in Ontario between September 1, 2011 and the date of judgment." Is that correct?

10 A. Yeah.

102. Q. So those are the individuals that you propose Harrison Pensa and Koskie Minsky represent in the CCAA proceeding? Is that fair?

15 A. Okay. Yes.

103. Q. And that would include all individuals who have repaid their loans to Cash Store Financial as well as individuals that have not repaid their loans to Cash Store Financial, would it not?

20 A. Yes.

104. Q. Do you know how many proposed class members have not repaid their loans?

25 A. No.

105. Q. Would you be surprised to find out that it's millions of dollars in unpaid loans in Ontario?

30

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- T. Yeoman

A. I - would I be surprised? I don't think that's a relevant question.

106. Q. You don't know one way or the other?

A. I don't, no.

107. Q. Normally Mr. Yeoman, I would tell you it didn't matter if you thought it was a relevant question, but this time I'll take your advice in that. As long as you don't know one way or another I'll move on. Do you understand that outstanding payday loans in Ontario are owed to Cash Store Financial by people who are in your proposed class that you're proposing to represent on this motion in these proceedings?

A. Yes.

108. Q. And is one of the claims of damages you're seeking in your statement of claim in the class action that's been stayed a relief of debt?

A. Yeah.

109. Q. And as I understand the relief of debt that means that people to owe money to Cash Store Financial do not have to pay it back. Is that how you understand the relief you're seeking?

A. That's what I understand relief of debt means, yeah.

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- T. Yeoman

5 110. Q. And do you understand that one of the live issues in this CCAA proceeding is whether or not Cash Store can collect on the outstanding Ontario loans?

A. I - yeah.

10 111. Q. And do you understand that in insolvency the creditors generally benefit from maximizing in estate assets?

A. Sure.

15 112. Q. And so generally speaking, do you understand that creditors in insolvency benefit from maximizing the collection of accounts receivables?

A. Makes sense, yeah.

20 113. Q. And you understand that the people in your proposed class have not repaid their loans would benefit from not repaying those loans to Cash Store Financial, is that fair?

A. Fair, yeah.

25 MR. BELL: Thank you, sir. Those are all my questions. I really appreciate you coming in and your patience with the technology. I appreciate it.

30 THE DEPONENT: Okay, thank you.

Certification
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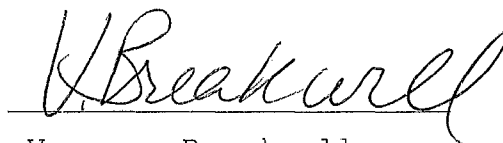
THIS IS TO CERTIFY that this is the Cross-Examination of Timothy Yeoman on his affidavit sworn May 9, 2014 held May 29th, 2014 by a digital recording device.

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CERTIFIED CORRECT

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May 30, 2014



Vanessa Breakwell

Certified Court Reporter

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