

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE DFC GLOBAL CORP. SECURITIES
LITIGATION

Civ. A. No. 2:13-cv-06731-BMS

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD
OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the Eastern District of Pennsylvania (the "Court"), if you purchased or otherwise acquired the common stock of DFC Global Corp. ("DFC Global" or the "Company") during the period from January 28, 2011 through February 3, 2014, inclusive (the "Class Period"), and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs, the Arkansas Teacher Retirement System, Macomb County Employees Retirement System, and Laborers' District Council and Contractors' Pension Fund of Ohio ("Lead Plaintiffs"), on behalf of themselves and the Class (as defined in ¶ 27 below), have reached a proposed settlement of the Action for \$30,000,000 in cash that, if approved, will resolve all claims in the Action (the "Settlement").

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact DFC Global, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 85 below).

1. **Description of the Action and the Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that defendant DFC Global, defendants Jeffrey A. Weiss, Randy Underwood, William M. Athas, David Jessick, Kenneth Schwenke, Clive Kahn, John Gavin, Ronald McLaughlin, and Michael Kooper (collectively, the "Individual Defendants" and, together with DFC Global, the "DFC Global Defendants"), and defendants Credit Suisse Securities (USA) LLC and Nomura Securities International, Inc. (collectively, the "Underwriter Defendants" and, together with the DFC Global Defendants, the "Defendants"), violated the federal securities laws by making false and misleading statements regarding DFC Global. A more detailed description of the Action is set forth in paragraphs 11-26 below. The proposed Settlement, if approved by the Court, will settle claims of the Class, as defined in paragraph 27 below.

2. **Statement of the Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Class, have agreed to settle the Action in exchange for a settlement payment of \$30,000,000 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages 9-11 below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiffs' damages expert's estimate of the number of shares of DFC Global common stock purchased during the Class Period that may have been affected by the conduct at issue in the Action, and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.95 per affected share of DFC Global common stock.² Class Members should note, however, that the foregoing average recovery per share is only an estimate.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated February 28, 2017 (the "Stipulation"), which is available at www.DFCGlobalSecuritiesLitigation.com.

² An allegedly affected share might have been traded more than once during the Class Period, and this average recovery would be the total for all purchasers of that share.

Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their shares, and the total number of shares for which valid Claim Forms are submitted.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception, have not received any payment of attorneys' fees for their representation of the Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP and Barrack, Rodos & Bacine, will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 25% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed \$700,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel's fee and expense application, the estimated average cost per affected share of DFC Global common stock will be approximately \$0.26.

6. **Identification of Attorneys' Representatives:** Lead Plaintiffs and the Class are represented by John Rizio-Hamilton, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, (800) 380-8496, blbg@blbglaw.com and Jeffrey W. Golan, Esq. of Barrack, Rodos & Bacine, 3300 Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103, (215) 963-0600, info@barrack.com.

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN SEPTEMBER 4, 2017.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Class Member and you remain in the Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 36 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 37 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN JUNE 16, 2017.	If you exclude yourself from the Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JUNE 16, 2017.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation or the fee and expense request unless you are a Class Member and do not exclude yourself from the Class.
GO TO A HEARING ON SEPTEMBER 19, 2017 AT 9:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JUNE 16, 2017.	Filing a written objection and notice of intention to appear by June 16, 2017 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

DO NOTHING.

If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired DFC Global common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation and the motion by Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses (the “Settlement Hearing”). See paragraph 76 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. DFC Global is a provider of alternative retail financial services, including unsecured short-term consumer loans, also known as payday loans. In this Action, Lead Plaintiffs alleged that Defendants made materially false or misleading statements about DFC Global’s true financial condition and the nature of its lending practices in its core United Kingdom payday lending operations, which caused the price of DFC Global common stock to be artificially inflated during the Class Period. Lead Plaintiffs also

alleged that the price of DFC Global common stock declined when the truth was revealed, damaging investors who had purchased DFC Global common stock during that period.

12. On November 20, 2013, a class action complaint was filed in the United States District Court for the Eastern District of Pennsylvania (the “Court”), styled *West Palm Beach Police Pension Fund v. DFC Global Corp., et al.*, Civil Action No. 13-cv-06731.

13. By Order dated April 10, 2014, the Court appointed Arkansas Teacher Retirement System, Macomb County Employees Retirement System, and Laborers’ District Council and Contractors’ Pension Fund of Ohio (collectively, “Lead Plaintiffs”) and West Palm Beach Police Pension Fund (“West Palm Beach”) as lead plaintiffs for the Action pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”), and approved their selection of Bernstein Litowitz Berger & Grossmann LLP and Barrack, Rodos & Bacine as Lead Counsel.

14. By Order dated April 22, 2014, the Court consolidated a related action, *Arkansas Teacher Retirement System v. DFC Global Corp., et al.*, Civil Action No. 14-cv-01705, into the Action, and amended the caption of the Action to: *In re DFC Global Corp. Securities Litigation*, Civ. A. No. 2:13-cv-06731-BMS.

15. On July 21, 2014, Lead Plaintiffs and West Palm Beach filed and served the Consolidated Class Action Complaint (the “Complaint”). The Complaint asserts claims against DFC Global and defendants Jeffrey A. Weiss, Randy Underwood and William M. Athas (the “Executive Defendants”) under Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder, and against the Executive Defendants under Section 20(a) of the Exchange Act. The Complaint also asserts claims under Section 11 of the Securities Act of 1933 (the “Securities Act”) against DFC Global; Weiss; Underwood; David Jessick, Kenneth Schwenke, Clive Kahn, John Gavin, Ronald McLaughlin, and Michael Kooper (the “Director Defendants”); and the Underwriter Defendants; claims under Section 12(a)(2) of the Securities Act against the Underwriter Defendants; and claims under Section 15 of the Securities Act against Weiss, Underwood and the Director Defendants.

16. On October 3, 2014, Defendants filed and served their motions to dismiss the Complaint. On December 2, 2014, Lead Plaintiffs filed and served their papers in opposition to those motions and, on January 6, 2015, Defendants filed and served their reply papers. On January 20, 2015, Lead Plaintiffs filed a sur-reply in opposition to the motion to dismiss.

17. On June 16, 2015, the Court entered a Memorandum and an Order denying Defendants’ motions to dismiss.

18. On August 3, 2015, the DFC Global Defendants and the Underwriter Defendants filed and served their answers to the Complaint.

19. Discovery in the Action commenced in July 2015. Defendants and third parties produced more than 1.7 million pages of documents to Lead Plaintiffs; Lead Plaintiffs produced thousands of pages of documents to Defendants; and 13 depositions were taken in the Action, including six depositions of Lead Plaintiffs’ representatives and financial advisors, two depositions of expert witnesses taken in connection with the motion for class certification (see ¶ 20 below), and five depositions of current and former employees of DFC Global as fact witnesses.

20. On October 2, 2015, Lead Plaintiffs and West Palm Beach filed and served their motion for certification of the Class.³ On February 12, 2016, Defendants filed and served their papers in opposition to that motion and, on March 24, 2016, Lead Plaintiffs filed and served their reply papers in further support of the motion. On April 27, 2016, the DFC Global Defendants filed a supplemental brief in further opposition to the motion for class certification and, on May 5, 2016, Lead Plaintiffs filed a response to that supplemental brief.

21. On May 19, 2016, Lead Counsel and counsel for the DFC Global Defendants participated in a full-day mediation session before Judge Daniel Weinstein (Ret.) in New York, New York. In advance of that session, Lead Plaintiffs and the DFC Global Defendants exchanged detailed mediation statements with numerous exhibits, addressing liability and damages, which were submitted to Judge Weinstein. That mediation session ended without any agreement being reached.

22. On August 4, 2016, the Court entered a Memorandum and an Order granting Lead Plaintiffs’ motion for class certification. The Memorandum and Order certified the Action to proceed as a class action on behalf of the Class, appointed Lead Plaintiffs as Class Representatives for the Class, and appointed Bernstein Litowitz Berger & Grossmann LLP and Barrack, Rodos & Bacine as Class Counsel.

23. A second mediation before Judge Weinstein was held on September 21, 2016 in San Francisco, California. In advance of that session, Lead Plaintiffs and the DFC Global Defendants again exchanged detailed mediation statements addressing liability and damages. The session ended without any agreement being reached.

24. Over the course of the next two months, Judge Weinstein conducted further discussions with the Parties, which culminated on November 15, 2016 in his issuance of a mediator’s proposal that the Action be settled for \$30 million in cash. On November

³ On December 9, 2015, West Palm Beach filed a motion to withdraw as lead plaintiff and proposed class representative, and the Court granted that motion on December 11, 2015.

17, 2016, the parties accepted the mediator's proposal, thus reaching an agreement in principle to settle the Action, which was memorialized in a term sheet (the "Term Sheet") executed on December 8, 2016.

25. On February 28, 2017, the parties entered into a Stipulation and Agreement of Settlement (the "Stipulation"), which sets forth the terms and conditions of the Settlement. The Stipulation can be viewed at www.DFCGlobalSecuritiesLitigation.com.

26. On March 8, 2017, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE CLASS?**

27. If you are a member of the Class, you are subject to the Settlement, unless you timely request to be excluded. The Class consists of:

all persons and entities who purchased or otherwise acquired DFC Global common stock during the period from January 28, 2011 through February 3, 2014, inclusive (the "Class Period"), and were damaged thereby.

Included within the Class are persons and entities who purchased shares of DFC Global common stock on the open market and/or in a registered public offering on or about April 7, 2011. Excluded from the Class are (a) Defendants; (b) members of the Immediate Families⁴ of the Individual Defendants; (c) any directors, Officers⁵, and partners of DFC Global or the Underwriter Defendants during the Class Period and members of their Immediate Families; (d) the subsidiaries, parents and affiliates of DFC Global and the Underwriter Defendants; (e) any firm, trust, corporation or other entity in which any Defendant has or had a controlling interest; and (f) the legal representatives, heirs, successors and assigns of any such excluded party, provided, however, that any Investment Vehicle⁶ shall not be deemed an excluded person or entity by definition. Also excluded from the Class are any persons or entities who or which exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice. *See* "What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself," on page 11 below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN SEPTEMBER 4, 2017.

WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?

28. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Defendants had contended and would continue to argue that the statements they made during the Class Period about DFC Global's underwriting and lending practices; the status of DFC Global's payday loans, including the number of current, past due and delinquent loans; and the Company's financial results, including its loan loss reserves, were not false and misleading when made. Specifically, Defendants would contend that the deterioration in DFC Global's business in 2013 and early 2014, including the disclosure of an increased rate for loan defaults in the United Kingdom and an increase in DFC Global's loan loss provision, did not reveal that their previous statements were false but, instead, were the result of new regulations in the United Kingdom that, among other things, prevented rollovers of certain payday loans and limited certain debt collection practices. Defendants would also contend that many of Defendants' alleged misstatements were either statements of opinion that were believed by Defendants at the time they were made or were forward-looking statements, such as projections, and thus are not actionable under the federal securities laws. With respect to the Exchange Act claims, Defendants would also argue that Lead Plaintiffs could not establish that the Executive Defendants knew the statements were false at the time they were made or that they acted recklessly in making the statements.

⁴ "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

⁵ "Officer" means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

⁶ "Investment Vehicle" means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest or as to which its affiliates may act as an investment advisor but in which the Underwriter Defendant is not a majority owner or does not hold a majority beneficial interest.

Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false statements would also be contested because other disclosures concerning DFC Global's business were made at the same time as the disclosures that allegedly revealed the fraud. Moreover, Lead Plaintiffs would have to prevail at several stages to obtain a recovery, including on an expected motion for summary judgment and at trial, and if they prevailed on those, on the appeals that would likely follow. Thus, there were significant risks attendant to the continued prosecution of the Action.

29. In light of these risks, the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Class, namely \$30,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after summary judgment, trial and appeals, possibly years in the future.

30. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

31. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

32. As a Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," on page 12 below.

33. If you are a Class Member and do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Member Of The Class? How Do I Exclude Myself?," on page 11 below.

34. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?," on page 12 below.

35. If you are a Class Member and you do not exclude yourself from the Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, attorneys, agents, partners, predecessors, successors, beneficiaries, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim (as defined in ¶ 36 below) against the Defendants and the other Defendants' Releasees (as defined in ¶ 37 below), and shall forever be barred and enjoined from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing, either directly or in any other capacity, any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

36. "Released Plaintiffs' Claims" means any and all actions, suits, claims, debts, demands, rights, causes of action, proofs of claim, or liabilities of every nature and description whatsoever (including, but not limited to, those for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based in law or equity, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or not matured, under federal, state, local, statutory or common law, or any other law, rule or regulation, whether foreign, domestic or international, including both known claims and Unknown Claims, whether or not concealed or hidden, that have been or could have been or could in the future be asserted in any forum, whether foreign or domestic, by Lead Plaintiffs, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, agents, affiliates, and partners, and any persons they represent, whether brought directly or indirectly, which arise out of, are based on, or relate in any way, directly or indirectly, to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action based upon the facts alleged in the Complaint, and which arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase, acquisition, transfer, holding, ownership, disposition, or sale of any DFC Global common stock by any Class Member during the Class Period. Released Plaintiffs' Claims do not include

(i) any claims relating to the enforcement of the Settlement; and (ii) any claims asserted in *In re Appraisal of DFC Global Corp.*, Cons. C.A. No. 10107-CB (Del. Ch.).

37. “Defendants’ Releasees” means (i) each and all of the Defendants, the members of each Individual Defendant’s Immediate Family, any entity in which any Defendant has or had a controlling interest (directly or indirectly), any estate or trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or members of his family; and (ii) each and all of their respective past, present and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, assignees, associates, attorneys, auditors, consultants, controlling shareholders, directors, divisions, domestic partners, employers, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, direct and indirect parent entities, subsidiaries (foreign or domestic), trustees, underwriters and retained professionals, in their respective capacities as such.

38. “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, 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.

To the extent Lead Plaintiffs, Defendants, or Class Members hereafter discover facts in addition to or different from those that any of them now know or believe to be true with respect to the subject matter of the Released Plaintiffs’ Claims or the Released Defendants’ Claims, any claims based on those facts shall be barred by operation of the Judgment. Lead Plaintiffs, Defendants, and Class Members shall be deemed to have and shall have, fully, finally, and forever settled and released any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, that now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future. Lead Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

39. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, attorneys, agents, partners, predecessors, successors, beneficiaries, and assigns in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants’ Claim (as defined in ¶ 40 below) against Lead Plaintiffs and the other Plaintiffs’ Releasees (as defined in ¶ 41 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

40. “Released Defendants’ Claims” means any and all actions, suits, claims, debts, demands, rights, causes of action, proofs of claim, or liabilities of every nature and description whatsoever (including, but not limited to, those for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based in law or equity, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or not matured, under federal, state, local, statutory or common law, or any other law, rule or regulation, whether foreign, domestic or international, including both known claims and Unknown Claims, whether or not concealed or hidden, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants’ Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Class that is accepted by the Court.

41. “Plaintiffs’ Releasees” means Lead Plaintiffs, all other plaintiffs in the Action, their respective attorneys, and all other Class Members, and each and all of their respective past, present and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, assignees, associates, attorneys, auditors, consultants, controlling shareholders, directors, divisions, domestic partners, employers, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, direct and indirect parent entities, subsidiaries (foreign or domestic), trustees, underwriters and retained professionals, in their respective capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

42. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than September 4, 2017**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, www.DFCGlobalSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-877-239-4579. Please retain all records of your ownership of and transactions in DFC Global common stock, as they may be needed to document your Claim. If you request exclusion from the Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

43. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

44. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid thirty million dollars (\$30,000,000) in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the expenses and costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including the expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Class Members and administering the Settlement on behalf of Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

45. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

46. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund or the plan of allocation.

47. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

48. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before September 4, 2017 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 36 above) against the Defendants' Releasees (as defined in ¶ 37 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Class Member submits a Claim Form.

49. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in DFC Global common stock held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those shares or notes that they purchased or acquired outside of the ERISA Plan. Claims based on any ERISA Plan's purchases or acquisitions of DFC Global common stock during the Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

50. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

51. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

52. Only Class Members, *i.e.*, persons and entities who purchased or otherwise acquired DFC Global common stock during the Class Period and were damaged as a result of such purchases or acquisitions, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or that exclude themselves from the Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only security that is included in the Settlement is DFC Global common stock.

PROPOSED PLAN OF ALLOCATION

53. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable way, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

54. In developing the Plan of Allocation, Lead Plaintiffs' damages expert calculated the estimated amount of artificial inflation in the per share closing prices of DFC Global common stock that was allegedly proximately caused by Defendants' alleged false and misleading statements and material omissions. In calculating the estimated artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages expert considered price changes in DFC Global common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants' alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces, and further taking into account that certain of the public announcements included non-fraud related information that likely impacted to various degrees DFC Global stock price movements. Lead Plaintiff's expert also consulted with Lead Counsel concerning the relatedness of the alleged curative disclosures to the claims asserted in the case, which is also reflected in the estimated artificial inflation in DFC Global common stock, as shown in Table A set forth at the end of this Notice.

55. In order to have recoverable damages, disclosure of the alleged misrepresentations or omissions must be the cause of the decline in the price of DFC Global common stock. In this case, Lead Plaintiffs allege that Defendants made false statements and omitted material facts during the period from January 28, 2011 through and including February 3, 2014, which had the effect of artificially inflating the prices of DFC Global common stock. Lead Plaintiffs further allege that corrective disclosures removed artificial inflation from the price of DFC Global common stock on April 1, 2013, August 23, 2013, November 22, 2013, January 31, 2014, and February 4, 2014. In order to have a "Recognized Loss Amount" under the Plan of Allocation, the shares of DFC Global common stock must have been purchased during the Class Period and held through at least one of these corrective disclosure dates.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

56. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase of DFC Global common stock during the Class Period that is listed on the Proof of Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.

57. For each share of DFC Global common stock purchased during the period from January 28, 2011 through and including the close of trading on February 3, 2014, and:

- (a) Sold prior to the close of trading on March 29, 2013, the Recognized Loss Amount will be \$0.00;
- (b) Sold during the period from April 1, 2013 through and including the close of trading on February 3, 2014, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share stated in Table A on the date of purchase minus the amount of artificial inflation per share stated in Table A on the date of sale; or (ii) the purchase price minus the sale price;
- (c) Sold during the period from February 4, 2014 through and including the close of trading on May 2, 2014, the Recognized Loss Amount will be *the least of*: (i) the amount of artificial inflation per share stated in Table A on the date of purchase; (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between February 4, 2014 and the date of sale stated in Table B at the end of this Notice; and
- (d) Held as of the close of trading on May 2, 2014, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share stated in Table A on the date of purchase; or (ii) the purchase price minus \$8.53, the average closing price for DFC Global common stock between February 4, 2014 and May 2, 2014 (the last entry on Table B).⁷

⁷ Under Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of DFC Global common stock during the 90-day look-back period. The mean (average) closing price for DFC Global common stock during this 90-day look-back period was \$8.53.

ADDITIONAL PROVISIONS

58. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in ¶ 61 below) is \$10.00 or greater.

59. If a Class Member has more than one purchase or sale of DFC Global common stock, purchases and sales will be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

60. A Claimant’s “Recognized Claim” under the Plan of Allocation will be the sum of his, her, or its Recognized Loss Amounts.

61. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

62. Purchases, acquisitions and sales of DFC Global common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of DFC Global common stock during the Class Period will not be deemed a purchase, acquisition or sale of DFC Global common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase of DFC Global common stock unless (i) the donor or decedent purchased or otherwise acquired the shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

63. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the DFC Global common stock. The date of a “short sale” is deemed to be the date of sale of DFC Global common stock. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a Claimant has an opening short position in DFC Global common stock, his, her, or its earliest Class Period purchases or acquisitions of DFC Global common stock will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

64. Option contracts are not securities eligible to participate in the Settlement. With respect to shares of DFC Global common stock purchased or sold through the exercise of an option, the purchase/sale date of the DFC Global common stock is the exercise date of the option and the purchase/sale price of the DFC Global common stock is the exercise price of the option.

65. If a Claimant had a market gain with respect to his, her, or its overall transactions in DFC Global common stock during the Class Period, the value of the Claimant’s Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in DFC Global common stock during the Class Period but that market loss was less than the Claimant’s total Recognized Claim calculated above, then the Claimant’s Recognized Claim will be limited to the amount of the actual market loss.

66. For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in DFC Global common stock during the Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount⁸ and (ii) the sum of the Total Sales Proceeds⁹ and Holding Value.¹⁰ This difference will be deemed a Claimant’s market gain or loss with respect to his, her, or its overall transactions in DFC Global common stock during the Class Period.

67. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the

⁸ The “Total Purchase Amount” is the total amount the Claimant paid (excluding commissions and other charges) for DFC Global common stock purchased or acquired during the Class Period.

⁹ The Claims Administrator will match any sales of DFC Global common stock during the Class Period first against the Claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of DFC Global common stock sold during the Class Period will be the “Total Sales Proceeds”.

¹⁰ The Claims Administrator will ascribe a value of \$6.76 per share for DFC Global common stock purchased during the Class Period and still held as of the close of trading on February 3, 2014 (the “Holding Value”). The Holding Value is based on the closing price of DFC Global common stock on February 4, 2014, the day after the last day of the Class Period.

Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

68. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, Lead Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Lead Plaintiffs, Defendants and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for: the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

69. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Lead Plaintiffs after consultation with Lead Counsel and Lead Plaintiffs' damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.DFCGlobalSecuritiesLitigation.com.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

70. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 25% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$700,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiffs directly related to their representation of the Class. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE CLASS?
HOW DO I EXCLUDE MYSELF?**

71. Each Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Class, addressed to *DFC Global Corp. Securities Litigation, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173030, Milwaukee, WI 53217*. The exclusion request must be **received no later than June 16, 2017**. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Class in *In re DFC Global Corp. Securities Litigation, Civ. A. No. 2:13-cv-06731-BMS*"; (c) state the number of shares of DFC Global common stock that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (*i.e.*, from January 28, 2011 through February 3, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

72. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

73. If you ask to be excluded from the Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

74. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by Lead Plaintiffs and DFC Global.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

75. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

76. The Settlement Hearing will be held on September 19, 2017 at 9:30 a.m., before the Honorable Berle M. Schiller at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

77. Any Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Eastern District of Pennsylvania at the address set forth below on or before June 16, 2017. You must also serve the papers on Lead Counsel and on Representative Defendants' Counsel at the addresses set forth below so that the papers are *received on or before June 16, 2017*.

Clerk's Office

United States District Court
Eastern District of Pennsylvania
Clerk of the Court
James A. Byrne U.S. Courthouse
601 Market Street
Philadelphia, PA 19106

Lead Counsel

Bernstein Litowitz Berger & Grossmann LLP
John Rizio-Hamilton
1251 Avenue of the Americas, 44th Floor
New York, NY 10020

Representative Defendants' Counsel

Morrison & Foerster LLP
Judson E. Lobdell
425 Market Street
San Francisco, CA 94105-2482

Barrack, Rodos & Bacine

Jeffrey W. Golan
Two Commerce Square
2001 Market Street, Suite 3300
Philadelphia, PA 19103

O'Melveny & Myers LLP

Jonathan Rosenberg
7 Times Square
New York, NY 10036

78. Any objection (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Class, including the number of shares of DFC Global common stock that the objecting Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, from January 28, 2011 through February 3, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Class or if you are not a member of the Class.

79. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

80. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Representative Defendants' Counsel at the addresses set forth above so that it is *received on or before June 16, 2017*. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

81. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Representative Defendants' Counsel at the addresses set forth in ¶ 77 above so that the notice is *received on or June 16, 2017*.

82. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

83. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON BEHALF OF SOMEONE ELSE?

84. If you purchased or otherwise acquired DFC Global common stock during the period from January 28, 2011 through February 3, 2014, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either (a) within fourteen (14) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the "Notice Packet") to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within fourteen (14) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *DFC Global Corp. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173030, Milwaukee, WI 53217. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, www.DFCGlobalSecuritiesLitigation.com, or by calling the Claims Administrator toll-free at 1-877-239-4579.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

85. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.DFCGlobalSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

DFC Global Corp. Securities Litigation,
c/o A.B. Data, Ltd.
P.O. Box 173030
Milwaukee, WI 53217
1-877-239-4579

Email: info@DFCGlobalSecuritiesLitigation.com
www.DFCGlobalSecuritiesLitigation.com

and/or

John Rizio-Hamilton
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1251 Avenue of the Americas, 44th Floor
New York, NY 10020
(800) 380-8496
blbg@blbglaw.com

Jeffrey W. Golan
BARRACK, RODOS & BACINE
Two Commerce Square
2001 Market Street, Suite 3300
Philadelphia, PA 19103
(215) 963-0600
info@barrack.com

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS
OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: April 7, 2017

By Order of the Court
United States District Court
Eastern District of Pennsylvania

TABLE A**Estimated Artificial Inflation in DFC Global Common Stock
from January 28, 2011 through and including February 3, 2014**

Transaction Date	Inflation Per Share
January 28, 2011 – March 29, 2013	\$9.88
April 1, 2013 – August 22, 2013	\$6.49
August 23, 2013 – November 21, 2013	\$2.30
November 22, 2013 – January 30, 2014	\$2.04
January 31, 2014 – February 3, 2014	\$0.26

TABLE B**DFC Global Common Stock Closing Price and Average Closing Price
February 4, 2014 – May 2, 2014**

Date	Closing Price	Average Closing Price Between February 4, 2014 and Date Shown	Date	Closing Price	Average Closing Price Between February 4, 2014 and Date Shown
2/4/2014	\$6.76	\$6.76	3/20/2014	\$8.83	\$7.88
2/5/2014	\$6.35	\$6.56	3/21/2014	\$8.81	\$7.91
2/6/2014	\$6.69	\$6.60	3/24/2014	\$8.80	\$7.93
2/7/2014	\$6.53	\$6.58	3/25/2014	\$8.61	\$7.95
2/10/2014	\$6.80	\$6.63	3/26/2014	\$8.30	\$7.96
2/11/2014	\$7.05	\$6.70	3/27/2014	\$8.76	\$7.98
2/12/2014	\$6.98	\$6.74	3/28/2014	\$8.81	\$8.00
2/13/2014	\$7.14	\$6.79	3/31/2014	\$8.83	\$8.03
2/14/2014	\$7.14	\$6.83	4/1/2014	\$8.98	\$8.05
2/18/2014	\$7.46	\$6.89	4/2/2014	\$9.45	\$8.08
2/19/2014	\$7.36	\$6.93	4/3/2014	\$9.62	\$8.12
2/20/2014	\$7.38	\$6.97	4/4/2014	\$9.48	\$8.15
2/21/2014	\$7.48	\$7.01	4/7/2014	\$9.46	\$8.18
2/24/2014	\$7.59	\$7.05	4/8/2014	\$9.48	\$8.21
2/25/2014	\$7.78	\$7.10	4/9/2014	\$9.47	\$8.24
2/26/2014	\$7.76	\$7.14	4/10/2014	\$9.45	\$8.26
2/27/2014	\$7.80	\$7.18	4/11/2014	\$9.42	\$8.29
2/28/2014	\$8.23	\$7.24	4/14/2014	\$9.45	\$8.31
3/3/2014	\$8.17	\$7.29	4/15/2014	\$9.42	\$8.33
3/4/2014	\$8.49	\$7.35	4/16/2014	\$9.45	\$8.36
3/5/2014	\$8.78	\$7.42	4/17/2014	\$9.42	\$8.38
3/6/2014	\$8.98	\$7.49	4/21/2014	\$9.30	\$8.39
3/7/2014	\$8.98	\$7.55	4/22/2014	\$9.34	\$8.41
3/10/2014	\$8.97	\$7.61	4/23/2014	\$9.35	\$8.43
3/11/2014	\$8.72	\$7.65	4/24/2014	\$9.30	\$8.44
3/12/2014	\$8.90	\$7.70	4/25/2014	\$9.34	\$8.46
3/13/2014	\$8.59	\$7.74	4/28/2014	\$9.30	\$8.47
3/14/2014	\$8.34	\$7.76	4/29/2014	\$9.31	\$8.49
3/17/2014	\$8.54	\$7.78	4/30/2014	\$9.32	\$8.50
3/18/2014	\$8.79	\$7.82	5/1/2014	\$9.34	\$8.52
3/19/2014	\$8.70	\$7.85	5/2/2014	\$9.33	\$8.53