

SUPERIOR COURT OF JUSTICE

BETWEEN:

TIM GOULD and ARCHIE LEACH

Plaintiffs

- and -

SECURITIES INC., BDO SEIDMAN, LLP, FMF CAPITAL GROUP LTD.,  
FMF CAPITAL LLC, FMF HOLDINGS, LLC, MICHIGAN FIDELITY ACCEPTANCE  
CORPORATION, DFC, LLC, FIDELITY CAPITAL INVESTMENTS, FIDELITY INVESTMENTS

Defendants

AFFIDAVIT OF ESTELLE RUTH TRITT ASPLER

I, ESTELLE RUTH TRITT ASPLER, of the City of Westmount, in the Province of

Quebec, MAKE OATH AND SAY:

based on information obtained from others, I have so indicated below, and I believe that information to be true. I make this affidavit in support of: (i) the Plaintiffs' motion for approval of the Settlement Agreement, and (ii) the fee application of Class Counsel (as

(“IPSS”) during the initial public offering (“IPO”). Pursuant to the Settlement Agreement,

commence an action against the Defendants with respect to information disseminated by the Defendants (or some of them) during the IPO and subsequently during the Class II

agreement with Juroviesky & Ricci (the "Retainer").

Defendants with Henry Juroviesky and Jonathan Ricci, both partners at Juroviesky & Ricci. Having discussed the issues with them at length I can affirm that I fully understand the content of the State Bar of California's findings of fact and conclusions of law, the misrepresentations, and that subsequent to the IPO certain false and misleading statements to the investing public that contained further misrepresentations.

5. Throughout the course of this litigation both Mr. Juroviesky and Mr. Ricci have kept me apprised of the progression of the litigation and requested instruction from me.

6. I understand that settlement negotiations took place over several months, originally

involving only the FIVE Defendants (as defined in the Settlement Agreement), then later

Defendants (as defined in the Settlement Agreement). My instructions were sought,

given, and anticipated by Juroviesky & Ricci throughout the process.

THE TERMS OF SETTLEMENT

8. In particular I am aware and approve of the total quantum of consideration being paid by me Defendant in settlement of the claims against them in this action, as well as the Defendant's relative contributions. I understand those contributions to be as follows:

Defendants; (iii) and CS800,000 from BDO. I understand that this aggregates to

the Settlement Fund is disbursed (the "Settlement Fund").

I believe that the Defendant's inclusion of the Settlement Fund in the Settlement Agreement to adopt certain technical, clarifying changes to the (i) Mandate of the Board of Directors, and (ii) the Company's Audit Committee Charter, are fair and reasonable consideration for the dismissal of this action.

I understand that the costs of the notice and claims administration expenses will be payable from the Settlement Fund. I further understand that the fees and disbursements of Class Counsel (as defined at paragraph 12 below) shall be deducted from the Settlement Fund.

11. Further, I have reviewed the provisions of the Distribution Protocol, attached as Schedule Fund outlined therein.

Class Counsel Fees

12. This litigation was undertaken on a contingency basis such that Juroviesky & Ricci

13. I have been advised by Mr. Ricci and believe in the truth of the information that this action has been litigated in three jurisdictions by several groups of counsel in addition to Juroviesky & Ricci, namely, Siskinds <sup>LLP</sup>, Siskinds Desmeules, S.E.N.C.R.L., and Frank, Harron, Weiner, and Navarro <sup>P.L.C.</sup>. I also understand that the Ontario law firms of Rochon Genova <sup>LLP</sup> and Sutt, Strosberg <sup>LLP</sup> have rendered advice to members of Class I Counsel").

that disbursements in excess of C\$190,000 have also been expended. I further understand

approval and implementation of this Settlement Agreement for approximately one

33% of the total value of the settlement, plus disbursements and C.S.T. I am informed by Mr. Ricci however, and I believe in the truth of the information, that an arrangement has

Ontario and Québec proceedings by which all counsel have agreed to limit the legal fee request for all counsel to 25% of the Settlement Fund, plus C.S.T. and taxes, as a percentage of their recovery of legal fees from the percentage agreed upon in the Retainer.

Class Members other than those resident in Québec will be nominally allocated 85% of the Settlement Fund, being C\$24,333,770 plus accrued interest, for the purposes of the fee application of counsel in the Ontario and Michigan proceedings, which application will be brought in the Ontario Superior Court of Justice ("Ontario Court"). The Class Members resident in Québec will be nominally allocated 15% of the Settlement Fund,

Court will amount to a request for fees up to, but not in excess of, 25% of the portion of the Settlement Fund nominally allocated to the Class Members resident in Québec, being C\$1,074,438.70. I support such applications.

any other source, in any other proceeding or account of the fees accrued in connection  
with this litigation.

*A*  
~~SWORN~~ AFFIRMED BEFORE ME |

at the City of New York, New York, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of New York

*Estelle Ruth Kuttaspler*

ESTELLE RUTH KUTTASPLER

*Estelle Ruth Kuttaspler*

*(Notary Seal)*

AND REFERRED TO IN THE AFFIDAVIT OF

*100* ESTELLE RUTH PRITTS ANGLER

*100* SWORN BEFORE ME IN THE CITY OF ~~WYOMING~~ *WYOMING*

*100* THIS *11<sup>th</sup>* DAY OF JANUARY, 2007.

*100* A Commissioner for Taking Affidavits

*100* (ARON W. BOYLE - notary)

**PRIVILEGED & CONFIDENTIAL**

RE: Class Action Suit Against IMF Capital LLC, et al.

IMF Capital LLC, et al. Retention Agreement

This Retention Agreement governs the retention of Jurovlesky & Ricci LLP (the "Attorneys") by those institutions or individuals (the "Plaintiff" or "Client")<sup>1</sup> who have authorized the Attorneys to prosecute claims arising out of their purchase of IMF Capital

securities of IMF Capital Group Ltd. (the "Litigation");

considerable risk.

Attorneys retained to prosecute the Litigation;

their own resources;

NOW, THEREFORE, the Client and the Attorneys AGREE AS FOLLOWS:

**I. SCOPE OF SERVICES/CASE HANDLING**

A. Attorneys are retained to provide legal services for the purpose of seeking appointed as Class Counsel.

B. The Attorneys shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the

<sup>1</sup> Please note that for purposes of this Retention Agreement the term "Plaintiff" or "Client" includes all persons executing this agreement under the Client Signatories section.

C. Any recovery will be divided among Clients based on the recognized loss by each Client as calculated by a damage allocation plan which will be prepared by a financial expert and approved by the Attorneys and will

D. The Attorneys are given the authority to opt the Client out of any class action proceeding relating to the claims authorized herein, if the Attorneys are not appointed Class Counsel.

**III. CONTINGENT FEE AGREEMENT**

not liable to pay any of the expenses of the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained if

B. The sole contingency upon which Attorneys shall be compensated is a recovery in the Litigation, whether by settlement or judgment. Compensation shall be 33% of the total recovery plus reasonable disbursements in the Litigation. "Disbursements" shall include but not be limited to costs of travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the Litigation shall first be used to reimburse

C. In the event that the Litigation is resolved by settlement under terms agreement shall apply to such interim payment.

**III. GENERAL REQUIREMENTS**

R. Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claim and to cooperate in providing discovery information, including a deposition if necessary.

C. Client represents that the Attorneys are the Client's sole and exclusive counsel in the Litigation. The Client's claims and causes of action are waived.

IV. TERMINATION

A. Client may terminate this Agreement at any time, with or without cause and without penalty, by providing the Attorneys with written notice to cooperate in the prosecution of this action.

V. NOTICE

follows:

TO THE CLIENT

The Client's address on file with the Attorneys.

THE ATTORNEYS

B. Any actions arising out of this Agreement shall be governed by the laws of

C. This agreement, along with the signed Acknowledgment to FMF Capital, *et al.*, Certification form, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

1. The Plaintiff affirms that he/she/it is the subject of this action of this litigation.

2. If requested, the Plaintiff is willing to serve as a representative party on behalf of the class, including providing testimony at deposition and trial.

3. The Plaintiff represents and warrants that he/she/it is fully authorized to enter into and execute this certification.

4. The Plaintiff will not accept any payment for serving as a representative party on reasonable costs and expenses (including lost wages) directly relating to the

5. The Plaintiff has made no transaction(s) during the Class Period in the debt or equity securities that are the subject of this action except those already disclosed to the

6. During the three years prior to the date of this Retention Agreement, Plaintiff has not sought to serve or served as a representative party for a class in an action filed under federal or state securities laws.

If you have any questions, please do not hesitate to contact our offices.

Very truly yours,

Signature of Henry Juroviesky

Henry Juroviesky  
Managing Partner  
416.481.0718 ext. 324  
HJ:

Enclosure

*Handwritten signature*  
Client Authorized Signature Date

ESTELLE RUTH TRITT ASPLER

(Please see attached Client Authorized Signature page, if needed)

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WESTMOUNT SQUARE

COLLEGE OF BUSINESS

SUPER

FILE

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