

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

\_\_\_\_\_) )  
IN RE MONEYGRAM INTERNATIONAL, INC. )  
SECURITIES LITIGATION )  
\_\_\_\_\_) )

Consolidated Case No: 08-883-DSD  
This document relates to: All Actions  
Judge: The Honorable David S. Doty

**NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT, MOTION FOR ATTORNEYS' FEES AND FAIRNESS HEARING**

**If You Purchased Or Otherwise Acquired The Common Stock Of MoneyGram International, Inc. ("MoneyGram") Between January 24, 2007 And March 25, 2008, Inclusive (the "Class Period"), You May Be A Member Of The Class In This Action And Entitled To Share In A \$80,000,000 Settlement.**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

***If you belong to the Class and this Settlement is approved, your legal rights will be affected whether you act or not. Read this Notice carefully to see what your rights and options are in connection with this Settlement.<sup>1</sup>***

- On March 10, 2010, the Court preliminarily approved a settlement in the above-captioned action (the "Action") between Lead Plaintiff, Oklahoma Teachers' Retirement System ("OTRS" or "Lead Plaintiff"), on behalf of itself and the Class, and Defendants MoneyGram International, Inc. ("MoneyGram"), William J. Putney, Jean C. Benson, Philip W. Milne, David J. Parrin, Douglas J. Rock, Donald E. Kiernan, Othón Ruiz Montemayor, Albert M. Teplin, and Monte E. Ford (the "Individual Defendants") (collectively the "Defendants").
- In exchange for the payment by, or on behalf of, the Settling Defendants of \$80 million in cash ("Settlement Amount"), the Class shall release any and all claims it has against the Released Persons (as defined below in the Answer to Question 2). The total cash amount of \$80,000,000.00, plus interest, is referred to herein as the "Settlement Fund." The Settlement Fund, less attorneys' fees, incentive awards and other costs approved by the Court ("Net Settlement Fund"), will be distributed solely to Class Members who submit acceptable Proof of Claim and Release forms ("Proof of Claim").
- The Class consists of all persons and entities who purchased or otherwise acquired MoneyGram common stock ("MoneyGram Securities") during the Class Period. Excluded from the Settlement Class are: (i) Defendants; (ii) all officers, directors, and partners of any Defendant and of any Defendant's partnerships, subsidiaries, or affiliates; (iii) Thomas H. Lee Partners, L.P., and any of its officers, directors, and partners, subsidiaries, affiliates, members, investors, or partnerships; (iv) Goldman Sachs & Co. and any of its officers, directors, and partners, subsidiaries, affiliates, members, or partnerships; (v) members of the immediate family of any of the foregoing excluded parties; (vi) the legal representatives, heirs, successors, and assigns of any of the foregoing excluded parties; (vii) any entity in which any of the foregoing excluded parties has or had a controlling interest. Also excluded from the Class are any putative members of the Class who exclude themselves by timely requesting exclusion in accordance with the requirements set forth in this Notice.
- Lead Plaintiff and Defendants disagree on the amount of damages, if any, that could have been recovered if the Class prevailed on each claim at trial. Lead Plaintiff estimates that the approximate average amount of recoverable damages to members of the Class who purchased MoneyGram common stock were this case to go to trial would be approximately \$5.42 per share based upon an estimate of 60.1 million damaged MoneyGram shares purchased during the Class Period. The Released Persons do not believe they violated the federal securities laws, deny all allegations of wrongdoing asserted against them, and deny that any of MoneyGram's public statements were materially false or misleading. They have also asserted affirmative defenses to the claims alleged in this case. Accordingly, Defendants assert that they are not liable to the Class for any amount of damages.
- Lead Plaintiff estimates that if all Class Members make a claim against the Settlement Fund, the average payment to Class Members will be \$1.33 per damaged share of MoneyGram common stock. Of this amount, fees and expenses requested by the attorneys, reimbursement of costs and expenses of Lead Plaintiff, and the cost of providing Notice to the Class will not exceed \$0.37 per damaged share of MoneyGram common stock. **Please note that these amounts are only estimates.**
- Counsel for Lead Plaintiff ("Lead Counsel") intends to seek an award of attorneys' fees of up to 25% of the Settlement Fund, plus interest earned at the same rate earned by the Class on the Settlement Fund. Lead Counsel have been litigating this case for nearly two years without any payment whatsoever, advancing millions of dollars in time and expense. Lead Counsel will also request reimbursement of the expenses they have incurred in connection with the prosecution of this Action, which will not exceed \$650,000. In addition, Lead Plaintiff intends to seek reimbursement of the reasonable costs and expenses it incurred relating to their representation of the Class, which will not exceed \$10,000 in the aggregate.
- In reaching the Settlement, Lead Plaintiff and Defendants have avoided the cost and time of a trial and Lead Plaintiff has agreed to the Settlement to avoid the risk of the dismissal of some or all of the claims of the Class against Defendants.
- Further information regarding the Settlement and this Notice may be obtained by contacting the following Lead Counsel: Bradley E. Beckworth, Esq. or Jeffrey J. Angelovich, Esq., Nix, Patterson & Roach, LLP, 205 Linda Drive, Daingerfield, TX 75638, Telephone: 903-645-7333.

<sup>1</sup>This Notice summarizes and is qualified in its entirety by the Stipulation and Agreement of Settlement, which sets forth the terms of the Settlement. Please refer to the Stipulation and Agreement of Settlement for a complete description of the terms and provisions thereof. A copy of the Stipulation and Agreement of Settlement is available at [www.MGIsettlement.com](http://www.MGIsettlement.com).

YOUR LEGAL RIGHTS AND OPTIONS	
<b>Submit a Proof of Claim Form (Postmarked Not Later Than July 22, 2010)</b>	If the Settlement is approved and you are a member of the Class, you may be entitled to receive a payment only if you submit a Proof of Claim form. A copy of the Proof of Claim form is enclosed, and is also available at <a href="http://www.MGIsettlement.com">www.MGIsettlement.com</a> . If you remain in the Class, you will be bound by the Settlement and will give up any "Settled Claims" you may have against the "Released Persons" (as more fully described below in Answer to Question No. 2), so it is in your interest to submit a Proof of Claim form.
<b>Exclude Yourself (Postmarked No Later than June 4, 2010)</b>	If you do not wish to be a member of the Class, you <i>must</i> exclude yourself (as described below in Answer to Question No. 13) and you <b>will not</b> receive any payment from the Settlement Fund. You cannot bring or be part of another lawsuit or arbitration against any of the Released Persons based on any Settled Claims unless you exclude yourself from the Class.
<b>Object (Filed/Served by June 4, 2010)</b>	If you do not exclude yourself, but you wish to object to any part of the Settlement, you may (as discussed below in Answer to Question No. 18) write to the Court about your objections.
<b>Attend the Fairness Hearing (to be held on June 18, 2010)</b>	If you have submitted a written objection to any aspect of the Settlement to the Court, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court at that hearing.
<b>Do Nothing</b>	If you are a Class Member and you do not either submit a Proof of Claim form or request exclusion, you will be bound by the release of the Released Persons, you will receive no payment, and you will not be able to bring or pursue any Settled Claims in any other lawsuit or arbitration.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. Please note the date of the Fairness Hearing – currently scheduled for June 18, 2010 – is subject to change without further notice. If you plan to attend the hearing, you should check with the Court and [www.MGIsettlement.com](http://www.MGIsettlement.com) to be sure no change to the date and time of the hearing has been made.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Class Members only if the Court approves the Settlement and that approval is upheld in appeals that are filed, if any.

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## **BASIC INFORMATION**

### **1. Why did I get this Notice package?**

You or someone in your family may have purchased or otherwise acquired MoneyGram common stock between January 24, 2007 and March 25, 2008, inclusive. The Court caused this Notice to be sent to you because, if you fall within this group and are not otherwise excluded from the Class, your rights will be affected and you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, the Court-appointed Claims Administrator, Rust Consulting, Inc., will cause payments to be made to Class Members who submit acceptable Proofs of Claim.

This Notice package describes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Action is the United States District Court for the District of Minnesota. The person who is prosecuting this action on behalf of the Class is called the "Lead Plaintiff" and the people or companies they are suing are called "Defendants." This case, also called the "Action," is known as *In re MoneyGram International, Inc. Securities Litigation*, Consolidated Case No. 08-883-DSD.

### **2. What is this lawsuit about?**

MoneyGram is a payment services company that offers its products and services to consumers and businesses primarily through its network of agents and financial institution customers. MoneyGram is incorporated under the laws of Delaware with its principal place of business in Minneapolis, Minnesota.

Beginning on or about March 28, 2008, four purported class action complaints were filed against MoneyGram and the Individual Defendants, alleging violations of the federal securities laws. These actions were consolidated before the United States District Court for the District of Minnesota.

On July 22, 2008, the Court held a hearing regarding various motions to consolidate the purported class actions filed against Defendants, and to appoint a lead plaintiff and lead counsel for the consolidated case. That same day, the Court entered an order appointing OTRS as Lead Plaintiff, the firm of Nix, Patterson & Roach, LLP as Lead Counsel, and the firm of Chestnut Cambronne PA as Counsel.

On October 3, 2008, OTRS filed its Consolidated Class Action Complaint for Violations of the Federal Securities Laws in excess of 350 pages in length.

Defendants filed a Motion to Dismiss on December 3, 2008 and a Memorandum in Support of that Motion on January 13, 2009. Lead Plaintiff filed a Response on February 9, 2009 and Defendants filed a Reply on February 17, 2009.

The Court held a hearing on the Motion to Dismiss on March 11, 2009. On May 20, 2009, the Honorable David S. Doty issued an order denying the Motion to Dismiss as to all Defendants except Putney.

On August 21, 2009, OTRS moved for class certification pursuant to Federal Rules of Procedure 23(a)(1-4) and (b)(3).

Following discovery in connection with the motion for class certification, on November 20, 2009, Defendants filed their opposition to the motion. On January 22, 2010, OTRS filed its reply brief in further support of the motion. A hearing on the motion for class certification was scheduled for February 12, 2010, and was adjourned by the Court at the request of the Parties.

OTRS conducted extensive written discovery in this litigation. The Parties prepared and exchanged initial disclosures pursuant to Rule 26(a). OTRS prepared and served Defendants with a substantial number of interrogatories, requests for admission and requests for production. In response to these discovery requests, OTRS received and reviewed almost 450,000 pages of documents. Furthermore, Defendants served OTRS with substantial interrogatories and requests for production in response to which OTRS produced over 9,300 pages to Defendants.

OTRS issued more than thirty subpoenas to third parties, including dozens of securities analysts, Thomas H. Lee Partners L.P., Goldman, Sachs, & Co., JP Morgan Chase, Euronet, Duff & Phelps, and Deloitte & Touche. OTRS received and reviewed over 325,000 pages of documents in response to these subpoenas.

OTRS represents that it also retained and consulted with numerous consulting-only witnesses to assist in the prosecution of this Action. Subject to and without waiving any privileges, these witnesses included experts in the fields of accounting (including fair value determinations), investment banking, forensic investigators, loss causation and damages, and asset-backed securities.

In Fall 2009, the Parties agreed to mediate the possible resolution of the Action and selected retired Judge Daniel Weinstein as the mediator. Pursuant to Judge Weinstein's instructions, the Parties submitted detailed mediation statements on January 22, 2010. Thereafter, the Parties participated in separate discussions with Judge Weinstein in advance of a formal mediation session. On January 29, 2010, the Parties met with Judge Weinstein in New York City, New York for the first day of formal mediation. Lead Plaintiff was represented by Lead Counsel and Counsel, and Defendants were represented by Defense Counsel (as those terms are defined below). Additionally, each of Defendants' D&O insurance carriers (the "Carriers") was represented at the mediation either in person or by their own attorneys. The Parties mediated in good faith and at arm's-length for the entire day, but no agreement was reached.

Thereafter, the Parties conferred privately with Judge Weinstein in an attempt to determine whether a settlement of the Action was possible. Judge Weinstein asked the Parties to reconvene for a second formal mediation session on February 3, 2010 in New York. The Parties met and mediated in good faith and at arm's-length on February 3, 2010. No agreement was reached at this meeting, although substantial progress was made towards settlement of the Action.

Thereafter, the Parties and the Carriers continued to confer privately with Judge Weinstein in a good faith and arm's-length effort to find common ground. Although numerous attempts to find common ground failed, the parties eventually came to an agreement and began drafting a Memorandum of Understanding on or about February 10, 2010. On February 24, 2010, the Parties entered into a Memorandum of Understanding, by which the Parties agreed to settle this litigation.

On March 10, 2010, the Court preliminarily approved the Settlement and ordered the dissemination of this Notice.

## Release

If the Court finally approves the Settlement, all Class Members, on behalf of themselves their personal representatives, heirs, executors, administrators, trustees, successors and assigns, will release any "Settled Claims" they have against the "Released Persons." This means that if you remain a member of the Class, any and all claims you have against the Released Persons will be released and discharged regardless of whether you file a Proof of Claim, and regardless of whether you are found eligible to share in the Settlement Fund.

"Settled Claims" means "Settled Defendants' Claims" and "Settled Plaintiffs' Claims," as described below.

"Settled Defendants' Claims" means and includes any and all claims (including Unknown Claims, as defined below), debts, demands, controversies, obligations, losses, costs, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, foreign, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, that have been or could have been asserted in the Action or any forum by the Released Persons against any of the Lead Plaintiff, Lead Counsel, Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action. Notwithstanding the foregoing, or any other provision contained in this Stipulation, Settled Defendants' Claims shall not include any claims to enforce the Settlement, including, without limitation, any of the terms of this Stipulation or of any orders or judgments issued by the Court in connection with the Settlement.

"Settled Plaintiffs' Claims" means and includes any and all claims (including Unknown Claims), rights, debts, demands, controversies, obligations, losses, costs, suits, matters, issues, or causes of action (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), under federal, state, local, foreign law, or any other law, rule, or regulation, whether known or unknown, that were, could have been, or could in the future be asserted against the Released Persons, by Plaintiffs in any court of competent jurisdiction or any other adjudicatory tribunal, in connection with, arising out of, related to, based upon, in whole or in part, directly or indirectly, in any way, to the facts, transactions, events, occurrences, acts, disclosures, oral or written statements, representations, filings, publications, disseminations, press releases, presentations, accounting practices or procedures, compensation practices or procedures, omissions or failures to act or to disclose which were or which could have been alleged or described in this Class Action by Plaintiffs. The "Settled Plaintiffs' Claims" include, but are not limited to, any and all claims related to or arising out of the Company's public filings, press releases or other public statements or disseminations, the Company's accounting for and valuation of the securities held in its investment portfolio, the Company's finances, accounting practices or procedures generally, and any direct claims for breach of fiduciary duty, insider trading, misappropriation of information, failure to disclose, omission or failures to act, abuse of control, breach of MoneyGram's policies or procedures, waste, mismanagement, gross mismanagement, unjust enrichment, misrepresentation, fraud, breach of contract, unfair business practices and unfair competition, negligence, breach of duty of care or any other duty, violations of law, money damages, injunctive relief, corrective disclosure, damages penalties, disgorgement, restitution, interest, attorneys' fees, expert or consulting fees, and any and all other costs, expenses or liability whatsoever, whether based on federal, state, local, foreign, statutory, common law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or inequity, matured or un-matured, including both known claims and Unknown Claims that were or that could have been alleged in the Complaint. Settled Plaintiffs' Claims shall not include:

- (i) any claims to enforce the Settlement, including, without limitation, any of the terms of this Stipulation or of any orders or judgments issued by the Court in connection with the Settlement;
- (ii) any claims asserted by persons who exclude themselves from the Class by timely requesting exclusion in accordance with the requirements set forth in the Notice; or
- (iii) any claims, rights or causes of action that have been or could have been asserted on behalf of MoneyGram in the Derivative Actions or by individuals pursuant to ERISA.

"Unknown Claims" means any and all claims that the Lead Plaintiff or any Class Member does not know or suspect to exist and any and all claims that MoneyGram or any Individual Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of, as applicable, the Released Persons, Lead Plaintiff, and Class Members, or might have affected his, her or its decision to object or not to object to this Settlement. The parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but the parties shall expressly, fully, finally and forever settle and release, and the Parties, upon the Effective Date, shall be deemed to have, and by operation of the Judgment the parties shall have fully, finally, and forever settled and released any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Accordingly, with respect to any and all Settled Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, waived all provisions, rights and benefits of California Civil Code § 1542 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. California Civil Code § 1542 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.

The Parties expressly acknowledge, and the Class Members shall be deemed to have, and by operation of the Judgment shall have acknowledged, that the waiver and release of Unknown Claims constituting Settled Claims was separately bargained for and a material element of the Settlement.

“Released Persons” means MoneyGram, the Individual Defendants, the Carriers and the Related Persons.

“Related Persons” means each of MoneyGram’s or an Individual Defendant’s past or present directors, officers, employees, partners (general or limited), principals, members, managing members, insurers and co-insurers (including but not limited to the Carriers), re-insurers, controlling shareholders, attorneys, advisors, accountants, auditors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, executors, parents, subsidiaries, affiliates (including the offices and directors of such parents, subsidiaries, and affiliates), any entity in which MoneyGram or an Individual Defendant has a controlling interest, any member of any Individual Defendant’s immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any member of an Individual Defendant’s immediate family.

“Carriers” means MoneyGram’s D&O insurance carriers.

A copy of the Stipulation is available for free on the internet at [www.MGIsettlement.com](http://www.MGIsettlement.com).

### **3. Why is this case a class action?**

In a class action, one or more plaintiffs called lead plaintiffs or class representatives sue on behalf of people who have similar claims. All of the individuals and entities on whose behalf the plaintiffs are suing are class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class.

Here, United States District Judge David S. Doty is presiding over the Action. In this Action, the Court appointed the Oklahoma Teachers’ Retirement System as Lead Plaintiff to represent the Class.

### **4. Why is there a Settlement?**

The Court has not reached a final judgment as to whether the Class has proved its claims under the Securities Exchange Act of 1934 against the Released Persons. It would likely take several more years before a trial on the merits is held, final judgment is entered, and appeals are exhausted. Instead, Lead Plaintiff and the Released Persons have agreed to resolve the lawsuit. In reaching the Settlement, they have avoided the risk, cost and time of a trial, and Lead Plaintiff has avoided any further delay in bringing this Action to a resolution. In addition, as with any litigated case, Lead Plaintiff would face an uncertain outcome if this Action went to trial. On the one hand, a trial could result in a verdict greater than the Settlement. On the other hand, the Released Persons have many defenses that they can be expected to assert, and a trial could result in a verdict lower than the Lead Plaintiff has obtained, or even no recovery at all for the Lead Plaintiff and Class. Based on these factors and others, Lead Plaintiff and Lead Counsel in this case believe the Settlement is best for all Class Members.

### **5. How do I know whether I am part of the Class?**

To see if you will receive money from the Settlement Fund, you first must determine whether you are a Class Member. The Class consists of the following individuals and entities, subject to certain exceptions (described in the Answer to Question 6): *All persons and entities who purchased or otherwise acquired MoneyGram Securities during the Class Period.*

### **6. Are there other exceptions to being included?**

You are not a Class Member if you are: (i) a Defendant; (ii) all officers, directors, and partners of any Defendant and of any Defendant’s partnerships, subsidiaries, or affiliates; (iii) Thomas H. Lee Partners, L.P., and any of its officers, directors, and partners, subsidiaries, affiliates, members, investors, or partnerships; (iv) Goldman Sachs & Co. and any of its officers, directors, and partners, subsidiaries, affiliates, members, or partnerships; (v) members of the immediate family of any of the foregoing excluded persons and entities; (vi) the legal representatives, heirs, successors, and assigns of any of the foregoing excluded persons and entities; (vii) any entity in which any of the foregoing excluded persons and entities has or had a controlling interest.

Also, you are not a Class Member if you exclude yourself from the Class by submitting a valid and timely request for exclusion in accordance with the requirements set forth in this Notice. The procedure for requesting exclusion from the Class is described below in the Answer to Question No. 13, “How do I get out of the Settlement and not release my claims?”

In addition, you are not a Class Member if you previously settled an actual or threatened lawsuit or arbitration with the Released Persons and released all of the Released Persons from further claims concerning the purchase or acquisition of MoneyGram Securities.

If one of your mutual funds owns shares of MoneyGram, that alone does not make you a Class Member. You may contact your broker to see whether you have purchased or otherwise acquired MoneyGram Securities during the Class Period.

### **7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for help, which will be provided to you at no cost. You can call the Claims Administrator at 866-880-0070, or write to the following address:

In Re MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc., Claims Administrator  
P.O. Box 2304  
Faribault, MN 55021-9004

Or you can fill out and return the Proof of Claim form to see whether you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

### **8. What does the Settlement provide?**

Pursuant to the Settlement, MoneyGram will cause \$80,000,000.00 to be deposited into an interest bearing escrow account.

The Settlement, if approved, will result in the dismissal of the Complaint as against the Released Persons and the release by all Class Members of all the Settled Claims against the Released Persons, as defined above in Answer to Question No. 2. The Net Settlement Fund will be distributed in accordance with the provisions of the Plan of Allocation, which is explained below in the Answer to Question No. 9, to the Class Members who file timely and valid Proof of Claim forms following the procedures set forth in this Notice and on the Proof of Claim form.

### **9. How much will my payment be?**

Your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members submit, how many MoneyGram Securities you bought during the Class Period, and when you bought and/or sold (or whether you retained) any such MoneyGram Securities.

Here is how it works:

- Lead Plaintiff and its expert consultants have prepared a Plan of Allocation that provides instructions for the Claims Administrator to determine each Class Member's proportionate share of the Net Settlement Fund.
- The Plan of Allocation provides a mathematical formula for determining the amount of money or "Recognized Claim" that will be paid to "Authorized Claimants."
- The mathematical formula used is based in part on the Class's contention of the alleged artificial inflation in the prices of MoneyGram common stock and attempts to approximate the overall amount of damages that a Class Member might have received had the Action gone to trial and the Class prevailed, and then utilize that figure as a basis for weighing the claims of one Class Member against another for purposes of determining an appropriate methodology for dividing up the Net Settlement Fund among Class Members.
- To calculate whether you had a net gain or net loss on your transactions in MoneyGram common stock, four factors are considered: (1) the price you paid for the stock; (2) the price at which you sold the stock if sold on or prior to January 15, 2008 ("Last Actionable Disclosure") or in the 90 days following the Last Actionable Disclosure (or the 90 day average closing price for the 90 days following the Last Actionable Disclosure if you did not sell); (3) the amount by which Lead Plaintiff's experts have determined the stock was, in their view, "inflated" on the date of your purchase; and (4) the amount by which Lead Plaintiff's experts have determined the stock was, in their view, "inflated" on the date of your sale (that number is \$0 if you did not sell by the end of the Class Period).
- Because you are entitled to make a claim only for losses on MoneyGram common stock that you may have incurred due to the alleged fraud, you have a claim for either (a) the change in inflation between your purchase and sale dates (or the end of the Class Period if you did not sell) or (b) the amount you actually lost, whichever is less.
- The Plan of Allocation, which is attached to this Notice as Exhibit A, provides a detailed explanation of how this method works. The Estimated Inflation Table for MoneyGram common stock is available at [www.MGSettlement.com](http://www.MGSettlement.com).
- Lead Plaintiff will share in the Net Settlement Fund on the same basis and to the same extent as all other Authorized Claimants, although it will also separately seek reimbursement for the reasonable time and expenses incurred in representing the Class.
- Each valid claim will be allocated a proportionate share of the Net Settlement Fund based on the Authorized Claimant's Recognized Claim compared to the Total Recognized Claims of all Class Members who submit valid Proof of Claim forms.
- Class Members who do not file valid and timely Proof of Claim forms will not share in the Net Settlement Fund.
- Class Members who exclude themselves from the Class will not share in the Net Settlement Fund.
- Distributions will not be sent to Authorized Claimants until after the Fairness Hearing, after all claims have been processed and after the Settlement has become effective in accordance with its terms. It takes a significant amount of time for these events to occur and thus, payments will not be sent until this process is fully completed and approved by the Court.
- In the event that there are un-cashed distribution checks, after efforts authorized by the Court have been made to locate Authorized Claimants, subsequent redistributions will be calculated and paid to any Authorized Claimant who would receive more than \$10.00 until such time as re-distributions are no longer economically viable. At that time, the remaining funds will be donated to certain non-profit 501(c)(3) entities to be designated by Lead Counsel.
- Lead Plaintiff estimates that, if all Class Members make a claim, the average payment will be \$1.33 per damaged share of MoneyGram common stock purchased or acquired during the Class Period. Of these amounts, fees and expenses will be requested of up to \$0.37 per share of MoneyGram common stock outstanding as of the last day of the Class Period. **Please note that the amounts are only estimates.**
- The Plan of Allocation may be modified in connection with, among other things, a ruling by the Court.

**If you have questions about the tax consequences of participating in the Settlement, you should consult with your own tax advisor.**

### **10. How can I get a payment?**

To qualify for a settlement payment, you **must** send in a claim form. A claim form is attached to this Notice. You also may get a claim form on the Internet at [www.MGSettlement.com](http://www.MGSettlement.com) or by calling the Claims Administrator. Read the instructions carefully, fill out

the form, include all the documents the form asks for, sign the form, and mail it postmarked not later than July 22, 2010. Please note that all claim forms must be signed and returned to the Claims Administrator by the above date in order to receive any payment from the Net Settlement Fund.

**11. When would I get my payment?**

Payment to Class Members is contingent on the Court's approval of the Settlement Agreement and on such approval becoming final and no longer subject to any appeals to any court. If Judge Doty approves the Settlement there still might be appeals. Appeals, if any, will take time, perhaps more than a year.

The Net Settlement Fund will be distributed by the Claims Administrator as soon as possible after final approval has been obtained for the Settlement (which includes exhaustion of any appeals). As noted above, the resolution of any appeal of the final approval may take several years. In addition, processing of the Proofs of Claim requires significant time to complete.

Everyone who sends in a claim form can receive information about the progress of the Settlement by visiting the website at [www.MGSettlement.com](http://www.MGSettlement.com), by calling 866-880-0070 or by writing to: In Re MoneyGram Securities Litigation Settlement, c/o Rust Consulting, Inc., Claims Administrator, P.O. Box 2304, Faribault, MN 55201-9004.

**12. What is the effect of my remaining in the Class?**

Unless you exclude yourself from the Class, you will be a Class Member and will be bound by all orders and judgments entered by the Court regarding the Settlement. If the Settlement is approved, you will not be able to sue, continue to sue, or be part of any other lawsuit or arbitration against any of the Released Persons concerning any of the Settled Claims. You will be bound by the Settlement (including the release of the Settled Claims) whether or not you submit a Proof of Claim form and/or receive a payment under the Settlement.

**13. How do I get out of the Settlement and not release my claims?**

To get out of the Settlement, you must exclude yourself from the Class. To exclude yourself from the Class, you must send a letter by mail to the Claims Administrator saying that you want to be excluded from the Class in *In re MoneyGram Securities Litigation*. If you wish to exclude yourself, be sure to include in your letter your name, address, telephone number, and signature, and mail your exclusion request postmarked no later than June 4, 2010 to:

In Re MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
P.O. Box 2304  
Faribault, MN 55021-9004

Requests for exclusion must also list the amount of MoneyGram common stock purchased, otherwise acquired, or sold during the Class Period, the prices paid or received, the date of each transaction and the amount or number of MoneyGram Securities held as of the beginning of the Class Period on January 24, 2007.

You cannot exclude yourself on the website, by telephone or by email. **If you do not follow these procedures – including meeting the date for exclusion set out above – you will not be excluded from the Class, and you will be bound by all of the orders and judgments entered by the Court regarding the Settlement, including the release of claims.** You must exclude yourself even if you already have a pending case against any of the Released Persons based upon any Settled Claims.

If you ask to be excluded, you will not receive a Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You will also not participate in any distribution of the Net Settlement Fund.

**14. If I don't exclude myself from the Class in connection with the Action, can I sue the Released Persons for the same thing later?**

No. Unless you exclude yourself from the Class in connection with the Action, you give up any right to sue any or all of the Released Persons for any Settled Claims. If you have a pending lawsuit or arbitration against MoneyGram or any of its officers and directors or any other Released Persons, speak to the lawyer representing you in that case immediately. You must exclude yourself from this Class to continue your own lawsuit or arbitration against any of the Released Persons. Remember, your request for exclusion must be postmarked no later than June 4, 2010.

**15. If I exclude myself, can I get money from this Settlement in connection with the Action?**

No. If you exclude yourself, do not send in a Proof of Claim form to ask for money in connection with the Action. If you exclude yourself from the Class, you may be able to sue, continue to sue, or be part of a different lawsuit or arbitration against the Released Persons.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in the case?**

The Court has appointed the law firm of Nix, Patterson & Roach, LLP to represent Lead Plaintiff and all other Class Members in the Action. These lawyers are called Lead Counsel. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Lead Counsel intends to seek an award of attorneys' fees of up to 25% of the Settlement Fund. Lead Counsel has been litigating this case for nearly two years without any payment whatsoever. At the Fairness Hearing, Lead Counsel will also seek reimbursement of the expenses incurred in connection with the prosecution of this Action, which amount will not exceed \$650,000. Lead Plaintiff intends to seek an award of its reasonable costs and expenses (including lost wages) directly relating to the representation of the Class, which amount will not exceed \$10,000.

**OBJECTING TO THE SETTLEMENT, PLAN OF ALLOCATION or ATTORNEYS' FEES**

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How do I tell the Court that I do not like any aspect of the Settlement?**

If you are a Class Member and you do not exclude yourself, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement, Plan of Allocation, request for attorneys' fees and reimbursement of expenses, or request for reimbursement of the reasonable costs and expenses of Lead Plaintiff relating to its representation of the Class. To object, you must send a letter or other filing saying that you object to the proposed Settlement in *In re MoneyGram International, Inc. Securities Litigation*, Consolidated Case No. 08-883-DSD. You must include your name, address, telephone number, signature, and the reasons you object. You must also list the amount of MoneyGram common stock purchased, otherwise acquired, or sold during the Class Period, the prices paid or received, the date of each transaction and the amount or number of shares of MoneyGram common stock held as of the beginning of the Class Period on January 24, 2007. Your written objection must be served on one of the Lead Counsel and of Defendants' Counsel listed below and **must be received** by them no later than June 4, 2010:

Lead Counsel	Defendants' Counsel	
Bradley E. Beckworth, Esq. Jeffrey J. Angelovich, Esq. Nix, Patterson & Roach, LLP 205 Linda Drive Daingerfield, TX 75638	Joseph S. Allerhand, Esq. Weill, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Michael Bleck, Esq. Oppenheimer Wolff & Donnelly LLP Plaza VII Building, Suite 3300 45 South Seventh Street Minneapolis, MN 55402-1609

You must also file your objection with the Clerk of the United States District Court for District of Minnesota. The address is: Clerk of the U.S. District Court for the District of Minnesota, United States Courthouse, 300 South Fourth Street, Minneapolis, MN 55415. The Clerk **must** receive your objection no later than June 4, 2010.

**19. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object, because the Settlement no longer affects you. If you do not exclude yourself from the Class, you will remain a member of the Class and will be bound by the terms of the Settlement Agreement (including the release contained therein) and all orders and judgments entered by the Court regarding the Settlement regardless of whether the Court accepts or denies your objection.

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on June 18, 2010, at 10:00 a.m., at the United States District Court for the District of Minnesota, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. The Court will also rule on the request for attorneys' fees and expenses and request for reimbursement of the reasonable costs and expenses of Lead Plaintiff relating to its representation of the Class. We do not know how long these decisions will take.

**21. Do I have to come to the hearing?**

No. Lead Counsel will answer any questions the Court might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed/served your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

**22. May I speak at the hearing?**

If you are a Class Member who has not requested to be excluded from the Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re MoneyGram International, Inc. Securities Litigation*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the counsel listed above and must be filed with the Clerk of the Court at the address in the Answer to Question No. 18 no later than June 4, 2010. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.



## **IF YOU DO NOTHING**

### **23. What happens if I do nothing at all?**

If you do nothing and you are a Class Member, you will not receive any payment in connection with the Settlement. However, you will still be bound by the Settlement. Even if you receive no payment, you will not be able to start a lawsuit or arbitration, continue a lawsuit or arbitration, or be part of any other lawsuit or arbitration against any of the Released Persons based on any Settled Claims unless you exclude yourself.

## **GETTING MORE INFORMATION**

### **24. Are there more details about the Settlement?**

This Notice summarizes the Settlement. The complete Settlement is set out in the Settlement Agreement. You may obtain a copy of the Settlement Agreement, as well as other relevant documents, from the settlement website for free at [www.MGIssettlement.com](http://www.MGIssettlement.com) or you may request copies by writing to *In Re MoneyGram International, Inc. Securities Litigation Settlement*, c/o Rust Consulting, Inc., Claims Administrator, P.O. Box 2304, Faribault, MN 55021-9004. If you elect to obtain copies from a source other than the free website, there may be a charge for copying and mailing such documents. The Settlement Agreement is also filed in the *In re MoneyGram International, Inc. Securities Litigation*, Consolidated Case No. 08-883-DSD, with the Clerk of the U.S. District Court for the District of Minnesota, United States Courthouse, 300 South Fourth Street, Minneapolis, MN 55415 and may be obtained from the Clerk's office directly. Further information regarding the Action and this Notice may be obtained by contacting Lead Counsel at the address provided in the Answer to Question 18 above.

### **25. How do I get more information?**

You can visit the website at [www.MGIssettlement.com](http://www.MGIssettlement.com), where you will find answers to common questions about the Settlement, the claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for payment. You can also call 866-880-0070 toll-free or write to the *In Re MoneyGram International, Inc. Securities Litigation Settlement*, c/o Rust Consulting, Inc., Claims Administrator, P.O. Box 2304, Faribault, MN 55021-9004.

## **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

The Court has ordered that if you purchased or otherwise acquired MoneyGram Securities during the Class Period as nominee for a beneficial owner, then within ten (10) calendar days after you receive this Notice, you must either: (a) send a copy of this Notice and the accompanying Proof of Claim by first class mail to all such beneficial owners; or (b) provide a list of the names and addresses of such beneficial owners to the Claims Administrator so that the Claims Administrator can provide them with a copy of this Notice and a Proof of Claim.

If you chose option (a) above, you may request enough forms from the Claims Administrator (at no charge) to complete your mailing. You may seek reimbursement of your reasonable expenses actually incurred in complying with these directives, subject to approval of Lead Counsel or the Court. All communications concerning this matter should be addressed to the Claims Administrator.

## **INQUIRIES**

All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class Members should be directed to the Claims Administrator as follows:

In Re MoneyGram International, Inc. Securities Litigation Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
P.O. Box 2304  
Faribault, MN 55021-9004  
  
Toll-Free: 866-880-0070  
Website: [www.MGIssettlement.com](http://www.MGIssettlement.com)  
Email: [info@MGIssettlement.com](mailto:info@MGIssettlement.com)

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

DATED: March 10, 2010

BY ORDER OF THE COURT

## **EXHIBIT A - MONEYGRAM PLAN OF ALLOCATION**

1. The following Plan of Allocation is designed to fairly allocate the proceeds of the \$80,000,000 Gross Settlement Fund,<sup>1</sup> less all taxes, approved costs, fees and expenses (the "Net Settlement Fund"). The Net Settlement Fund shall be distributed to Class Members (or the representative of such Class Members including, without limitation, agents, administrators, executors, heirs, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b) and assigns) who submit a Proof of Claim in such form and manner, and within such time, as the Court shall prescribe ("Authorized Claimants").

2. This Plan of Allocation reflects the contention of the Class that because of misrepresentations and omissions about MoneyGram's financial condition and prospects, the price of MoneyGram common stock was inflated artificially during the Class Period (January 24, 2007 through and including March 25, 2008).

3. The Court has not made any finding that the Released Parties are liable to the Class or that the Class has suffered any compensable damages, nor has the Court made any finding that the payments allowed under this Plan of Allocation are an accurate measure of damages. The Released Parties have denied that they made any material misrepresentations or omitted to disclose any material information and further contend that even if liability were shown, the Class Members suffered no compensable damages, or that at most only a small percentage of the alleged artificial inflation could be attributed to the claims Lead Plaintiff asserted. The Released Parties assert that the prices of MoneyGram stock were not inflated artificially during the Class Period and further contend that the decrease in the prices of MoneyGram stock was explained and caused, in whole or substantial part, by other, non-actionable factors and causes outside of their control and not by any alleged fraud. If the Settlement is not approved, the Class Representative is not bound by the Estimated Inflation amounts utilized in connection with this Plan of Allocation.

4. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim" from transactions in MoneyGram common stock during the entire Class Period. **The Recognized Claim formulas set forth below are not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; nor is the Recognized Claim an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.** The Recognized Claim formulas are the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

5. This Plan of Allocation schedule reflects the declines in the stock price of MoneyGram International, Inc. during the Class Period, that Lead Plaintiffs allege are reasonably attributable to the misstatements alleged in the Complaint and adjusted to reflect the strength of those allegations and the settlement negotiations.

6. The total number of damaged shares (shares purchased on or between January 24, 2007 through March 25, 2008, and held beyond one or more of the following dates: October 18, 2007; January 14, 2008) is estimated to amount to 60.1 million shares. The Settlement of \$80,000,000, thus, represents an expected rate of recovery of \$1.33 per share. Net of expected costs, fees and other expenses of \$22 million the expected net recovery is estimated to be \$0.96 per damaged share. **Please note that these amounts are only estimates.**

7. An Authorized Claimant's total "Recognized Claim" shall constitute the sum of such claimant's "Recognized Claims" for MoneyGram stock set forth below:

### **Quantification of Recognized Claim**

- i. For each share of MoneyGram stock purchased or otherwise acquired during the Class Period that an Authorized Claimant sold prior to October 18, 2007, the Authorized Claimant shall have no "Recognized Claim."
- ii. For each share of MoneyGram stock purchased or otherwise acquired during the portion of the Class Period following January 14, 2008, the Authorized Claimant shall have no Recognized Claim.
- iii. For each share of MoneyGram stock purchased or otherwise acquired during the Class Period prior to January 15, 2008, which an Authorized Claimant sold prior to the close of trading on January 14, 2008, the Recognized Claim per share shall be equal to the lesser of (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) the proceeds received on sale per share (excluding commissions) **or** (b) the estimated economic loss per share, as calculated in Table 1 below.
- iv. For each share of MoneyGram stock purchased or otherwise acquired during the Class Period prior to January 15, 2008, which an Authorized Claimant sold between January 15, 2008 and April 11, 2008, the Recognized Claim per share shall be equal to the lesser of (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) the price per share on the sale date listed in Appendix A **or** (b) the estimated economic loss per share, as calculated in Table 1, below.
- v. For each share of MoneyGram stock purchased or otherwise acquired during the Class Period prior to January 15, 2008, which an Authorized Claimant sold after April 11, 2008 or did not sell, the Recognized Claim per share shall be equal to the lesser of (a) the difference between (x) purchase price paid per share (excluding commissions) and (y) \$3.62 per share **or** (b) the estimated economic loss per share, as calculated in Table 1, below.

**Table 1: Economic Loss Per Share**

Purchase Date	Sale Date		
	1/24/07 – 10/17/07	10/18/07 – 1/14/08	1/15/08 and After*
1/24/07 – 10/17/07	\$0.00	\$2.55	\$8.27
10/18/07 – 1/14/08		\$0.00	\$5.72
1/15/08 – 3/25/08			\$0.00

\*Also applies to shares purchased during the Class Period and still held

<sup>1</sup> Capitalized terms not otherwise defined in this Plan of Allocation shall have the same meaning ascribed to them in the Notice.

8. Other Instructions and Guidelines Applicable to All Recognized Claims

- a. For Class Members who held MoneyGram common stock before the Class Period or made multiple purchases or sales during the Class Period, the first-in, first-out (“FIFO”) method will be applied to such holdings, purchases and sales for purposes of calculating a Recognized Claim. Under the FIFO method, for each MoneyGram share, each sale of that MoneyGram share during the Class Period will be matched, in chronological order, first against that MoneyGram share held at the beginning of the Class Period. Such holdings and sales will be included in the calculation of Recognized Claim as described above. For each MoneyGram share, the remaining sales of such MoneyGram shares during the Class Period will then be matched, in chronological order, against purchases of such MoneyGram shares during the Class Period.
- b. A purchase or sale of MoneyGram common stock shall 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, devise or operation of law of MoneyGram common stock during the Class Period shall not be deemed a purchase, acquisition, disposition or sale of MoneyGram common stock for the calculation of an Authorized Claimant’s Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase of such security unless specifically provided in the instrument of gift or assignment.
- c. Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the Total Recognized Claims of all Authorized Claimants. Each Authorized Claimant shall be paid an amount determined by multiplying the Net Settlement Fund by a fraction the numerator of which shall be his, her or its “Recognized Claim” and the denominator of which shall be the Total Recognized Claims of all Authorized Claimants.
- d. Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs’ Settlement Counsel, the Claims Administrator, the Released Parties, or any Person designated by Plaintiffs’ Settlement Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim and Release form shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.
- e. Bank drafts will be distributed to Authorized Claimants after the Effective Date of the Settlement and after all claims have been processed. To the extent that any monies remain in the Net Settlement Fund after the Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of un-cashed distributions or otherwise, then, after the Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Cash Settlement Accounts one (1) year after the initial distribution of such funds shall be re-distributed to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If six months after such re-distribution, funds remain in the Net Settlement Fund, then such funds shall be further re-distributed to Authorized Claimants who have cashed their most recent re-distribution and who would receive at least \$10.00 from such further re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. The re-distributions shall continue until it becomes economically unfeasible to continue re-distributions based upon the costs associated with such re-distributions, after which such balance shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s) to be designated by Lead Counsel.
- f. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

**Appendix A - Statutory Sale Prices for MoneyGram International Stock  
During the 90-Day Period Following the Class Period January 15, 2008 - April 11, 2008**

Date	Price	Date	Price	Date	Price	Date	Price
1/15/08	\$ 6.15	2/7/08	\$ 5.31	3/3/08	\$ 4.96	3/26/08	\$ 4.08
1/16/08	\$ 5.86	2/8/08	\$ 5.32	3/4/08	\$ 4.92	3/27/08	\$ 4.04
1/17/08	\$ 5.52	2/11/08	\$ 5.32	3/5/08	\$ 4.85	3/28/08	\$ 4.00
1/18/08	\$ 5.21	2/12/08	\$ 5.30	3/6/08	\$ 4.78	3/31/08	\$ 3.96
1/22/08	\$ 4.99	2/13/08	\$ 5.28	3/7/08	\$ 4.72	4/1/08	\$ 3.91
1/23/08	\$ 4.94	2/14/08	\$ 5.26	3/10/08	\$ 4.67	4/2/08	\$ 3.87
1/24/08	\$ 4.94	2/15/08	\$ 5.23	3/11/08	\$ 4.62	4/3/08	\$ 3.83
1/25/08	\$ 4.98	2/19/08	\$ 5.20	3/12/08	\$ 4.56	4/4/08	\$ 3.79
1/28/08	\$ 5.02	2/20/08	\$ 5.19	3/13/08	\$ 4.50	4/7/08	\$ 3.75
1/29/08	\$ 5.08	2/21/08	\$ 5.17	3/14/08	\$ 4.44	4/8/08	\$ 3.72
1/30/08	\$ 5.07	2/22/08	\$ 5.15	3/17/08	\$ 4.38	4/9/08	\$ 3.69
1/31/08	\$ 5.09	2/25/08	\$ 5.14	3/18/08	\$ 4.32	4/10/08	\$ 3.65
2/1/08	\$ 5.19	2/26/08	\$ 5.12	3/19/08	\$ 4.26	4/11/08	\$ 3.62
2/4/08	\$ 5.24	2/27/08	\$ 5.11	3/20/08	\$ 4.20		
2/5/08	\$ 5.26	2/28/08	\$ 5.06	3/24/08	\$ 4.15		
2/6/08	\$ 5.28	2/29/08	\$ 5.02	3/25/08	\$ 4.12		

MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
P.O. Box 2305  
Faribault, MN 55021-9005

## **IMPORTANT COURT DOCUMENTS**