

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Southern Division**

EXHIBIT A

ANGELITA BAILEY,
individually, and on behalf of
all others similarly situated,

Plaintiff,

V.

MERCURY FINANCIAL, LLC,

Defendant.

Civil Action No. 8:23-cv-827-DKC

Settlement Agreement

This Settlement Agreement (the “Agreement”) is entered into this 23rd day of June, 2025, by Plaintiff Angelita Bailey (“Representative Plaintiff”), acting individually and on behalf of the Class defined below, Defendant Mercury Financial, LLC and Mercury Financial Holdings, LLC (as to Paragraph 20, only) (“Mercury” or “Settling Defendant”, and the Settling Defendant and the Representative Plaintiff are, collectively, the “Parties”), by and through their undersigned counsel, in the above-captioned lawsuit.

I. RECITALS

1. Representative Plaintiff filed this litigation (the “Action”) on January 24, 2023 on behalf of the following putative Class:

All Maryland residents to whom Mercury made loans which are subject to the MCLL, where the loan application originated in Maryland and the borrower made one or more payments to Mercury on the loan.

Excluded from the Class are all employees or representatives of Mercury, all Court personnel, and all persons who have not made payments on the subject loan accounts within the last 12 years.

2. Mercury removed the case to the United States District Court for the District of Maryland on or about March 24, 2023. The Complaint alleges, *inter alia*, that Mercury made consumer loans to Representative Plaintiff and each Class member of less than \$25,000, when the borrower was a resident of Maryland and the application for the loan originated in Maryland, when it did not have a license which Plaintiff alleges it was required to have under the Maryland Consumer Loan Law, Md. Code Ann., Com. Law, § 12-314 (“MCLL”). ECF 11 (“Complaint”) ¶ 24. As a result, the Complaint alleges that Mercury’s loans to Representative Plaintiff and Class members are void and unenforceable, and no person may receive or retain amounts in connection with those loans. *See* Complaint ¶¶ 8-9. Accordingly, the Complaint asserts counts for Declaratory Relief, Md. Code Ann., Cts & Jud Pro. § 3-406, Violation of the MCLL licensing provisions, violation of the Maryland Consumer Debt Collection Act, Code Ann., Com. Law §§ 14-201 *et seq*; violation of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 *et seq.*, and common law claims for Money Had and Received, Negligence and Unjust Enrichment.

3. In response to the Complaint, Mercury filed an answer, denying all allegations of wrongdoing and liability and maintaining that it conducted its dealings with the Representative Plaintiff and Class Members in a lawful manner in all respects. ECF 6 (“Answer”). Mercury further asserted a number of defenses to the Representative Plaintiff’s claims, including but not limited to its defense that it was not obligated to maintain the licenses that Representative Plaintiff alleged it was required to maintain. Mercury also filed a Motion to Compel Arbitration and Stay Proceedings and to Strike Class Allegations. ECF 7. That motion argued, *inter alia*, that the Cardmember Agreement in Representative Plaintiff’s transaction contained an arbitration provision which required Representative Plaintiff to arbitrate the claims asserted in this lawsuit in an individual, non-class arbitration. The Court, on September 26, 2023, denied the arbitration motion, holding that “the Cardholder Agreement’s change-in-terms provision allows for unilateral modification without notice, thus providing no

consideration to support a legally enforceable arbitration agreement.” *Bailey v. Mercury Fin., LLC*, 694 F. Supp. 3d 613, 624 (D. Md. 2023). On appeal, without hearing oral argument, the U.S. Court of Appeals for the Fourth Circuit affirmed in an unpublished opinion. *Bailey v. Mercury Fin., LLC*, No. 23-2133, 2025 WL 763671 (4th Cir. Mar. 11, 2025) (“We considered and rejected these same arguments in *Johnson v. Continental Finance Co.*, No. 23-2047 (4th Cir. 2025). For the reasons stated in that case, we affirm the district court’s judgment.”).

4. The Parties have engaged in protracted litigation, informal discovery, and sharing of information in this case. The Parties litigated this case through a motion to compel arbitration, and fully briefed and argued an appeal resulting in the decision cited above. The Parties conducted extensive analysis of the facts and research into the applicable law with respect to the claims and defenses and with respect to class certification issues. The Parties conducted informal discovery, including exchanging information and documents regarding the transactions of the putative Class. Mercury has also shared information regarding its licensing and business practices. Class Counsel reviewed documentation provided by Mercury and other sources relevant to the issues raised in the Complaint, and interviewed potential witnesses.

5. The Parties also conducted extensive settlement discussions. These were lengthy, arduous, and intense arms-length negotiations, which included numerous telephone calls between counsel in addition to two full days of mediation: first, with the Hon. Morton Denlow, and second, with the Hon. James Eyler. The extensive and invaluable efforts of the mediators led to this settlement agreement.

6. The Parties recognize and acknowledge the benefits of settling this case, in exchange for the good and valuable consideration set forth below, for an agreed upon Settlement Class consisting of Maryland residents with credit card accounts for credit cards issued by First Bank & Trust, Brookings SD (“FB&T”) and serviced by Mercury on or after August 2018, where the borrower made one or more payments on the loan (each, a “Class Member”, collectively “Class Members”, and each such account, an

“Account”). This Settlement Class includes up to 60,000 Class Members.

7. Mercury denies the material allegations made against it in the Complaint and denies any and all liability or wrongdoing with respect to any and all facts and claims alleged in the Complaint and further denies that the Representative Plaintiff and Settlement Class have suffered any damages.

8. The Parties recognize and acknowledge the benefits of settling this case. The Parties recognize that the outcome of this Action is uncertain, and that a final resolution through the litigation process would likely require protracted adversary litigation and additional appeals, and have taken into account the difficulties and delays inherent in such litigation. Accordingly, the Parties and their respective counsel have agreed to resolve the Action as a settlement class action according to the terms of this Agreement. Further, Class Counsel have determined that the settlement on behalf of the settlement class is fair and reasonable and in the best interest of the Settlement Class, and Representative Plaintiff concurs in that determination. Class Counsel and Representative Plaintiff believe that this Agreement is fair, reasonable, and adequate.

9. This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by either party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations, claims, or defenses in this Action. The Agreement provides for certification of a conditional Settlement Class, even though the Court has not yet determined whether the Action could properly be brought as a class action, and Mercury maintains that class certification for trial purposes would not be proper under Federal Rule of Civil Procedure 23. Accordingly, Mercury, solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings, and for the purpose of putting to rest the controversies engendered by the Action, desires to settle the Action on the terms and conditions set forth herein.

10. Representative Plaintiff recommends that Strategic Claims Services (“SCS”) of Media, Pennsylvania (hereinafter the “Settlement Administrator”), be

appointed by the Court to serve as the Settlement Administrator, and Mercury will not object to the recommendation. The Settlement Administrator is responsible to report both to the Court and to the Parties as more fully set forth in this Agreement. All costs of the Settlement Administrator, including but not limited to all costs incurred by the Settlement Administrator in the preparation and delivery of the Notice to Class Members (Paragraph 16) and all settlement distributions (“Costs of Administration”)(Paragraph 20(b)), shall be paid from the Settlement Fund.

11. Now, therefore, in consideration of the covenants and agreements set forth herein, it is hereby stipulated and agreed by the undersigned, on behalf of the Representative Plaintiff, the Settlement Class, and Mercury, that the Action and all claims of the Representative Plaintiff and the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Mercury, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

II. Terms of the Settlement

12. Definitions:

- a. “Class Counsel” means Richard S. Gordon and Benjamin H. Carney of Gordon, Wolf & Carney, Chtd. “Lead Class Counsel” shall mean Richard S. Gordon.
- b. “Class Member List” means the list of Settlement Class Members compiled by the Settling Defendant pursuant to this Agreement.
- c. “Class’ Released Claims” shall mean and include all claims for actual, statutory, and punitive damages under the MCLL, Md. Code Ann., Com. Law §§ 12-301 et seq.; the Maryland Credit Services Business Act, Md. Code Ann., Com. Law §§ 14-1901, et seq.; Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. 7-101, et seq.; the Maryland Consumer Debt Collection Act., Md. Code Ann., Com. Law §§ 14-201 et seq.; the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 12-101 et seq.; the Maryland

Declaratory Judgment Act, Md. Code Ann., Cts. & Jud. Pro. §§ 3-401 et seq; negligence; unjust enrichment; and money had and received; and all other statutory and common law claims alleging that Mercury is a lender or otherwise requires any license(s), or arising out of or in any way related to Releasees' relationship with the Class Members. This release shall extend only to claims which share the factual predicate of the Complaint consistent with *McAdams v. Robinson*, 26 F.4th 149 (4th Cir. 2022).

- d. "Common Settlement Fund" shall mean the \$5,750,000.00 fund established pursuant to paragraph 20 below, together with all interest attributed thereto or earned thereon after the Preliminary Approval Date.
- e. "Court" shall mean the United States District Court for the District of Maryland.
- f. "Effective Date" shall mean the earliest of: (i) the date of final approval of the settlement, if no person objects to or intervenes in the settlement; (ii) the date on which the Court's judgment becomes final, i.e., thirty (30) days after the date the Court finally approves the settlement, if no appeal by a Class member is filed; (iii) the date of the final affirmance on appeal; or (iv) the date of the final dismissal of any appeal.
- g. "Final Approval" shall mean that certain Order as entered by the Court finally approving this Settlement, certifying the Settlement Class and dismissing with prejudice all claims raised in the Litigation consistent with the Settlement.
- h. "Notice of Proposed Class Action Settlement" shall mean the notice to Settlement Class Members approved by the Court in the Preliminary Order.
- i. "Preliminary Approval Order" shall mean that certain Order entered by the Court, preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the proposed notices to Settlement Class Members.
- j. "Preliminary Approval Date" shall mean the date the Preliminary Approval

Order is entered.

- k. “Releasees” shall mean the Settling Defendant, FB&T, and their past and present parents, subsidiaries, successors, members, and assigns and affiliated entities and all of their past, present and former directors, officers, partners, members, trustees, shareholders, owners, employees, representatives, agents, attorneys, insurers, and assigns.
- l. “Representative Plaintiff” shall mean Angelita Bailey, the plaintiff in the above-captioned Litigation.
- m. “Settlement” means this Agreement and any amendments to this Agreement as finally approved by the Court.
- n. “Settlement Class Member” or “Settlement Class Members” shall mean those Persons, either individually or collectively, who fall within the definition of the Settlement Class, who are listed on the Class Member List produced by Settling Defendant, and who do not elect to opt out of the Settlement Class.
- o. “Settling Defendant” means Defendant Mercury Financial, LLC and Mercury Financial Holdings, LLC (as to Paragraph 20, only).
- p. The “Term Sheet” refers to the Term Sheet entered into by the Parties and signed on May 14, 2025.

13. **Settlement Class.** Solely for the purpose of this Settlement, the Parties hereby stipulate and agree that this lawsuit is maintainable as a class action under Fed.

R. Civ. P. 23(b)(3):

- a. **Class Definition.** The class shall be defined as follows:

All Maryland residents with credit card accounts for credit cards issued by First Bank & Trust, Brookings SD (“FB&T”) and serviced by Mercury on or after August 2018, and the borrower made one or more payments on the loan (each, a “Class Member” and each such account, an “Account”).

Excluded from the class are all employees or representatives of Mercury, and all Court personnel.

- b. **Class Size.** Settling Defendant represents that it believes that the class size is no larger than 57,000 Class Members and that the class size will not, in any

event, exceed 60,000 Class Members.

- c. **Agreed Settlement-Only Class Certification.** The Settling Defendant and Representative Plaintiff agree solely for the purpose of this Settlement and its implementation that this Settlement may proceed as a class action and agree to the Class as defined in Paragraph 13.a above. If the Court fails to give Final Approval or this Agreement otherwise is terminated or cancelled, the Settling Defendant reserves all rights to object to the maintenance of the Litigation as a class action and any representation or concession made in connection with the Settlement or in this Agreement shall not be considered law of the case or any form of admission, estoppel, or waiver or any evidence whatsoever in this or any other proceeding.
- d. **Class List.** Settling Defendant shall provide to the Settlement Administrator a list of all Settlement Class Members (the “Class List”) within fifteen (15) calendar days following entry of the Preliminary Approval Order. Settling Defendant shall provide a copy of the Class List to Class Counsel. The Class List shall include the following information for each Settlement Class Member: a) name; b) last known address; c) last known E-mail address; and d) social security number. The Class List provided to Class Counsel shall not include social security numbers.
- e. **Class Information.** Settling Defendant agrees to provide the Settlement Administrator and Class Counsel reasonable access to records and documents necessary to confirm the membership in the Class and the accuracy of the Class Member List and shall provide such records and documents in a format, manner and protocol as reasonably defined by the Settlement Administrator and as approved by the parties.
- f. **CAFA Notices.** Settling Defendant shall serve notices of the settlement on state and federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”) and shall confirm

service to Class Counsel after it is completed.

III. PROCEDURES FOR EFFECTUATING SETTLEMENT

14. **Cooperation.** The Representative Plaintiff and the Settling Defendant agree to cooperate and use their best efforts to obtain Court approval of the Settlement.

15. **Notice Order.** Promptly after execution of this Agreement, the parties shall file a joint motion for preliminary approval of the settlement pursuant to Fed. R. Civ. P. 23(e), which shall request that the Court enter the Preliminary Approval Order attached as Exhibit 1.

IV. SETTLEMENT NOTICE AND ADMINISTRATION

16. **Dissemination of Settlement Notices.** As soon as practicable, but no later than thirty (30) calendar days after the Preliminary Approval Date, the Settlement Administrator shall send or cause to be sent by E-mail, or, by first-class United States Mail, or both if possible, to each person on the Class Member List a copy of the E-Mailed or Mailed Settlement Notice (Exhibits 2 and 3). Before distributing the E-Mailed Notices, the Settlement Administrator shall attempt to validate the E-mail addresses for Settlement Class Members provided by Defendants. In addition, before distributing the Mailed Settlement Notices, the Settlement Administrator shall attempt to obtain a physical address update for the Settlement Class Member utilizing a National Change of Address database or other similar service which the Settlement Administrator, in its reasonable discretion, may choose. If a notice is returned with a new forwarding physical address provided by the U.S. Postal Service, the Settlement Administrator will re-mail the notice to the new forwarding physical address. If a notice is returned without a forwarding physical address, the Settlement Administrator shall perform “skip trace” research to attempt to identify the Settlement Class Member’s current physical address and then re-mail the notice to any such new physical address identified. If a second notice is sent to a Settlement Class Member and returned undeliverable, no further notice need be sent by the Settlement Administrator. To facilitate the Settlement Administrator’s “skip trace” research, Settling Defendant will use its

reasonably best efforts to provide the Settlement Administrator with the best information available to it.

17. **Settlement Website.** To facilitate the efficient administration of this Settlement, and to promote compensation pursuant to this Settlement, the Settlement Administrator shall establish a Settlement Website – *www.MarylandMercurySettlement.com* – that enables Settlement Class Members to view and download a long-form notice (attached as Exhibit 4), along with important documents filed in the Litigation, including but not limited to the operative Complaint, the Agreement, the briefs filed in connection with the settlement, and any relevant Orders of the Court. In addition, the Settlement Administrator shall mail long-form notices to Settlement Class Members upon request. The Settlement Administrator shall establish the Settlement Website as soon as practicable but not later than the date that the Notice is sent or transmitted to the Class consistent with Paragraph 16. The Settlement Administrator shall maintain the Settlement Website, with appropriate updates, until the earlier of: (1) the termination or cancellation of this Agreement; or (2) such time as both the Effective Date has passed and the settlement checks have expired. The Settlement Administrator shall cause the Website to be taken down and to the extent feasible not visible within ten (10) days after the occurrence of either event.

18. The Parties agree that the Mailed Class Notice, Claim Form, and Settlement Website will provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Litigation, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about the benefits of the Settlement. The Parties also agree that the dissemination of the Mailed Class Notice and the maintenance of the Settlement Website in the manner specified in this Agreement and the attached Preliminary Approval Order satisfies the notice requirements of due process and Fed. R. Civ. P. 23.

19. Within sixty (60) days after the Preliminary Approval Date, the Settlement Administrator shall provide the Parties with a declaration of compliance with this plan of notice, including a statement of the number of persons to whom the Settlement Notice was mailed and, if returned, remailed.

20. **Class Relief.** Settling Defendant and its parent, Mercury Financial Holdings, LLC (“Mercury Holdings”), jointly and severally agree to pay the sum of \$5,750,000.00 into a Settlement Fund as set forth herein.

- a. **Deposit of Settlement Fund in Escrow.** Settling Defendant and Mercury Holdings agree to establish the Common Settlement Fund in the amount of \$5,750,000.00. The Common Settlement Fund shall be deposited by Mercury or Mercury Holdings via wire-transfer into an interest-bearing escrow account at Fulton Bank or other financial institution designated by Class Counsel on or before July 1, 2025 or within five (5) days following the Preliminary Approval Date, whichever is later. The Common Settlement Fund shall, if deemed necessary by Class Counsel in consultation with the Settlement Administrator, be transferred to an account identified by the Settlement Administrator within seven (7) calendar days following the Effective Date.
- b. **Contribution of the Common Settlement Fund.** In addition to the Costs of Administration paid or payable to the Settlement Administrator (as set forth in Paragraph 10 above), the following adjustments shall be made to and subtracted proportionately from the Common Settlement Fund with payments to made within ten (10) calendar days of the Effective Date:
 - i. **Attorney’s Fees and Expenses.** Class Counsel’s costs and expenses of litigation and Class Counsel’s attorneys’ fees and expenses shall be paid from the Common Settlement Fund in the amount of one-third (1/3) of the Common Settlement Fund, plus expenses, subject to Court approval.
 - ii. **Checks to Settlement Class Members.** The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, shall be evenly

distributed to Settlement Class Members in accordance with a formula established by Class Counsel. Each Settlement Class Member shall be entitled to one payment from the Settlement Fund, per Account held by the Settlement Class Member. Settlement Class Members and any co-borrowers on their account shall be treated as one for the purposes of payments from the Settlement Fund.

- iii. **Method of Distribution.** Payment to each member of the Settlement Class shall be in the form of a check issued within thirty (30) days after the Effective Date. Checks shall be issued by the Settlement Administrator, and shall be made payable to “[Name of Settlement Class Member(s)].” The Settlement Administrator shall not be required to make multiple payments from the Net Settlement Fund to persons who are jointly entitled to relief under this, but in such cases, shall make only one payment jointly in the names of such Settlement Class Members. Each check issued to Settlement Class Members pursuant to this Agreement shall be void if not negotiated within one hundred eighty (180) days after its date of issue, and shall contain a legend to such effect. Checks that are not negotiated within one hundred eighty (180) days after their date of issue shall not be reissued.
- iv. **Unclaimed Settlement Payments.** All payments that are unclaimed by Settlement Class Members, including all returned checks and all checks not cashed within one hundred eighty (180) days after the date of issue, shall revert to the Settlement Fund, and be distributed to the *cy pres* recipient(s) as described below.
- v. **Cy Pres.** Any residue of the Settlement Fund remaining for any reason, including checks that are not negotiated or are returned and remain undeliverable after 180 days following the mailing of the checks to class members, shall form a *cy pres* fund which shall be donated, with the

approval of the Court, as follows: a) the first \$5,000.00 shall be donated to Economic Action Maryland; b) the next \$5,000.00, if any, shall be donated to the Maryland Legal Aid Bureau, Inc.; c) the next \$5,000.00, if any, shall be donated to the National Consumer Law Center (NCLC); and d) following these distributions, should any additional residual funds remain, they shall all be donated to the University of Maryland Francis King Carey School of Law (the “*Cy Pres* Recipient(s)”). The Settlement Administrator shall forward the funds payable to the *Cy Pres* Recipient(s) to the escrow account of Gordon, Wolf & Carney, Chtd., within ten (10) calendar days after all checks distributed to Settlement Class Members under this Agreement which have not been negotiated have expired and are void. Class Counsel shall remit the funds to the *Cy Pres* Recipient(s) on behalf of the Class.

21. **Incentive Payment.** Separate and apart from the Common Settlement Fund the Settling Defendant agrees to pay the Representative Plaintiff an incentive payment of \$15,000.00. Subject to Court approval, the Settling Defendant shall cause the incentive payment to be transferred to the escrow account of Gordon, Wolf & Carney, Chtd. within seven (7) calendar days following the Effective Date.

22. **Cooperation.** The Settling Defendant and Class Counsel shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Settling Defendant and Class Counsel also shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Agreement.

23. **Mediation.** Any disputes arising between the Parties under this Agreement shall be submitted to Hon. James Eyler (Ret.), for mediation and resolution if the Parties cannot reach agreement. If the Parties are unable to reach a resolution of their dispute, Judge Eyler shall make the decision which shall be final and unappealable.

24. **Release.** On the Effective Date, and in consideration of the mutual

promises in this Agreement, the sufficiency of which is hereby acknowledged, the Representative Plaintiff and the Settlement Class Members, shall, without the necessity of any action whatsoever, be deemed to have fully, finally, unconditionally, and forever released, relinquished, and discharged the Class' Released Claims.

25. **Preservation of Collection Actions.** In light of the Fourth Circuit's decision in *Johnson v. Continental* and in this case, and considering the common and predominating class issue of whether any cardholder agreement exists under Maryland law for purposes of Rule 23(a)(2) and (b)(3), and solely for purposes of this Agreement and as a compromise of Representative Plaintiff's and the Settlement Class Members' position that no cardholder agreement exists under Maryland law with Representative Plaintiff or the Settlement Class Members, the Parties as part of the Agreement agree that Representative Plaintiff and the Settlement Class Members shall waive any defense that the cardholder agreements as a whole do not exist under Maryland law, in consideration of the benefits provided under the Agreement. By entering into this Agreement, Representative Plaintiff and the Settlement Class Members expressly accept and agree that the cardmember agreements governing the Accounts are valid and enforceable and that Releasees may collect, continue to collect, and pursue legal action ("collection actions") on any outstanding balances on the Accounts; and that Representative Plaintiff and Settlement Class Members expressly waive, and agree not to assert, any defenses or claims related to the claims released in this lawsuit in response to any such collection actions. If the Court does not approve the Agreement, or if the settlement is otherwise terminated as set forth in the Agreement, the parties shall revert to their respective litigation positions as of May 13, 2025, without prejudice to Representative Plaintiff's and Settlement Class Members' right to assert that no cardholder agreement exists.

V. CONDITIONS OF SETTLEMENT

26. **Opt-Out Option.** Any potential Settlement Class Member may elect to be excluded from this Settlement and from the Class by opting out of the Class. Any

potential Settlement Class Member who desires to be excluded from the Class must give written notice to the Settlement Administrator of the election to be excluded on or before the date specified in the Notice of Proposed Class Action Settlement.

27. **Approval of the Court.** This Agreement is subject to receiving approval by the Court. If the Court does not enter a Preliminary Approval Order or grant Final Approval to this Agreement as written in all material respects, or if the Final Approval is not finally upheld after any appeals or remands therefrom in all material respects, then this Agreement shall be cancelled and terminated, unless counsel for both Parties, within ten (10) days from the receipt of a ruling or written notice of circumstances giving rise to termination, agree in writing to either extend the ten (10) day period or proceed.

28. **Termination of Agreement.** Other than as expressly set forth elsewhere in this Agreement, this Agreement shall be terminable only upon the mutual agreement of the Representative Plaintiff on the one hand, and the Settling Defendant on the other hand.

29. **Effect of Termination of Agreement.** If this Agreement is terminated or cancelled as set forth herein, the amount in the escrow account as of the date of termination or cancellation, minus any amounts due and owing to the Settlement Administrator for work already completed, shall be paid to Mercury Financial Holdings LLC or, at its direction, to Mercury Financial LLC; all of the Parties hereto shall be deemed to have reverted to their respective status as of the date of this Agreement; and they shall proceed in all respects as if this Agreement had not been executed and the related orders had not been entered, preserving in that event all of their respective claims and defenses in the Litigation.

VI. MISCELLANEOUS PROVISIONS

30. **Amendments.** This Agreement may be amended or modified only by a written instrument signed by Class Counsel and the Settling Defendant.

31. **Entire Agreement.** This Agreement constitutes the entire agreement

among the Parties hereto, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement or its exhibits. Except as otherwise provided herein, each Party shall bear its own costs.

32. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Counsel for the Parties hereto shall exchange among themselves original executed counterparts, and a complete set of original executed counterparts shall be filed with the Court in connection with the motion to approve the settlement.

33. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

34. **Construing Agreement.** This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been drafted initially by counsel for one of the Parties. It is acknowledged that all Parties have contributed substantially to the preparation of this Agreement.

35. **Applicable Law.** All the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and applicable federal law.

36. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.

37. **Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the Released Persons shall be deemed to be intended third-party beneficiaries of this Agreement.

38. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

39. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized attorneys, as of the day and year written below.

Date: June 23, 2025

FOR THE REPRESENTATIVE PLAINTIFF
AND SETTLEMENT CLASS:

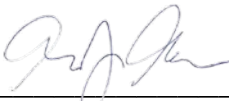
By:


Richard S. Gordon, Lead Counsel

FOR MERCURY:

Mercury Financial, LLC

By:


Susan J. Steinthal, Chief Legal Officer

FOR MERCURY FINANCIAL
HOLDINGS (as to Paragraph 20 only):

Mercury Financial Holdings, LLC

By:


Susan J. Steinthal, Chief Legal Officer