

BY ORDER OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND

***If, at any point from August 2018 to the present, you had a credit card issued to you in Maryland by First Bank & Trust, SD that was serviced by Mercury Financial, LLC (“Mercury”), you could be part of a Class Action Settlement that affects your rights.***

*The U.S. District Court for the District of Maryland authorized this notice.  
This is not a solicitation from a lawyer.*

- Through a proposed class action settlement, the Defendant – Mercury – has agreed to resolve a lawsuit alleging that Mercury made/serviced personal loans, under \$25,000, to consumers without the license required by Maryland Consumer Loan Law, Md. Code Ann., Com. Law, § 12-314.
- The proposed class action settlement avoids costs and risks of continuing the lawsuit, pays money to Settlement Class Members, and releases Mercury from liability to Class Members.
- Under the proposed settlement, Mercury and its parent, Mercury Financial Holdings, LLC, will fund a settlement of **\$5.75 Million** (the “Settlement Fund”). This Settlement Fund will be used to make payments to all Class members who do not opt out, or exclude themselves, from the Settlement. In return, the Defendant will be released from liability to the Settlement Class Members.
- Court-appointed lawyers for Class Members will ask the Court to approve a payment of 1/3 of the Settlement Fund as attorneys’ fees, plus costs, for investigating the facts, litigating the case, and negotiating the settlement. In addition, Mercury has agreed to pay the Class representative an incentive payment of up to \$15,000 in addition to the Settlement Fund, subject to Court Approval.
- The two sides disagree on whether a class action could have been maintained, whether Mercury did anything wrong, and how much money was at stake.
- Details of the background of the lawsuit against Mercury, as well as specifics regarding the proposed settlement, can be found at [www.MarylandMercurySettlement.com](http://www.MarylandMercurySettlement.com).
- **If you are a Settlement Class Member, your legal rights are affected whether you act, or don’t act. Read this notice carefully.**

QUESTIONS? CALL 1-866-274-4004 TOLL FREE,  
OR VISIT [www.MarylandMercurySettlement.com](http://www.MarylandMercurySettlement.com)

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	If you do nothing, you will remain a member of the Class and receive a payment from the Settlement Fund.
<b>EXCLUDE YOURSELF</b>	Get no settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against Mercury about the legal claims in this case.
<b>OBJECT</b>	If you have any objection to the settlement, you may write to the Court about why you don't like the settlement.
<b>GO TO A HEARING</b>	If you write to the Court with an objection, ask to speak in Court about the fairness of the settlement.

- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.
- **PLEASE DO NOT CONTACT THE COURT DIRECTLY.** The Court cannot provide you with legal advice or any opinion regarding the lawsuit or proposed settlement.

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## **BASIC INFORMATION**

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

You received this notice because Mercury's records show that you are a Class Member in this case because, at some point after August 2018, you had a credit card issued to you in Maryland by First Bank & Trust, SD that was serviced by Mercury.

The Court sent this notice because Settlement Class Members have a right to know about this class action lawsuit and settlement, and about your option to exclude yourself from the class action and settlement if you so desire.

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The Court in charge of the case is the U.S. District Court for the District of Maryland, and the case is known as *Bailey, et al. v. Mercury Financial, LLC*, Case No. 8:23-cv-827-DKC.

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

The Lawsuit alleges that Mercury made personal loans to consumers in Maryland, each less than \$25,000, when Mercury 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.

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

In a class action, one or more individuals called Class Representatives (in this case Angelita Bailey), file claims on behalf of themselves as well as other individuals who have similar claims. If a Court determines that those similar claims should all be handled in one lawsuit, the Court may order that the claims proceed as a class action. The U.S. District Court for the District of Maryland is in charge of this class action.

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

The Court did not decide in favor of Plaintiff or Mercury, the Defendant. The Class Representative thinks the Class could have recovered a substantial amount if the Class won at trial. The Defendant thinks the Class would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

# **WHO IS IN THE SETTLEMENT**

## **5. How do I know if I am part of the settlement?**

The parties agreed and the U.S. District Court for the District of Maryland decided that everyone who fits the following description is a Settlement Class Member (with some exceptions, see number 6, below):

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.

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## 6. Are there exceptions to being included?

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

## 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-274-4004 or visit [www.MarylandMercurySettlement.com](http://www.MarylandMercurySettlement.com) for more information.

## 8. What am I giving up to stay in the settlement?

If you fit the Class definition, unless you exclude yourself from this case, you will remain a Settlement Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Mercury, for any claim that shares the same "factual predicate" with claims alleged in this case. In return for the benefits of the settlement, Settlement Class members who do not exclude themselves or "opt out" will release Mercury from all claims which share the factual predicate of the Complaint. Class members will waive any defense that the cardholder agreements as a whole do not exist under Maryland law. Under 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 Plaintiff and 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. The full text of the release is in the Settlement Agreement, which is available to be viewed at [www.MarylandMercurySettlement.com](http://www.MarylandMercurySettlement.com). It also means that all of the Court's orders will apply to you and legally bind you. The full scope of the release is available in the Settlement Agreement on the Settlement Website.

# THE SETTLEMENT BENEFITS – WHAT YOU GET

## 9. What does the settlement provide?

### A. Each Class Member Will Receive a Settlement Check

The Defendants have agreed to pay **\$5.75 million** into a fund (the "Settlement Fund"). The Settlement Fund will be used to make payments to all Settlement Class Members who can be located. Class Members do not need to submit any paperwork or claim form – the fact that you have received this notice means that you are in line to receive a payment from the Settlement Fund.

The exact amount that you will receive, though, is not currently known. The final payment depends upon the final number of Class Members. At this point, Mercury advises that there may be as many as 60,000 Class Members. If that is the case, you should expect to receive a net Settlement Check of approximately \$65 (per Class Member after deducting out attorney's fees and the expenses incurred in administering the Settlement). If

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it ends up, though, that there are fewer Class Members, then you should expect to receive a slightly higher Settlement Check, perhaps as much as \$100 (per Class Member).

In exchange for a payment from the Settlement Fund, Settlement Class Members give up any right to sue for claims resulting from, arising out of, or regarding the factual predicate alleged in the lawsuit.

### **B. Incentive Payment for Class Representative**

Mercury has agreed to pay, in addition to the Settlement Fund, an incentive payment of \$15,000<sup>00</sup> to the Representative Plaintiff, Angelita Bailey, subject to Court approval. The incentive fee is intended to compensate Ms. Bailey for her time devoted to the pursuit of this action. Any amounts approved by the Court as an incentive fee will not reduce the amount that you should expect to receive.

### **C. Remaining Funds/*Cy Pres***

The Settlement Agreement provides additional benefits to the Class beyond the payment from the Common Fund. It also recognizes and accounts for the fact that some Class members cannot be located or have died, and therefore there may be some money remaining in the Common Fund after all Class members who can be located are paid. If any money is remaining in the Common Fund following payment to all Class members, then the balance in the Common Fund will be paid into a *cy pres* fund that will distribute monies to one or more not-for-profit charities. The Settlement Agreement provides that, with the approval of the Court, the *cy pres* fund will be distributed 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.

## **10. Can I receive more than one Settlement Check?**

No. You should only expect to receive one settlement check in connection with this settlement.

## **HOW YOU RECEIVE A SETTLEMENT CHECK**

## **11. Do I need to file Claim?**

No. If you are a member of the Class you will automatically receive a payment from the Common Fund after the Court considers and approves the Settlement.

The Court will hold a hearing on November 5, 2025, to decide whether to approve the settlement. If the Court approves the settlement after that, and there are no appeals, all Class members will be sent the Settlement Check by the Settlement Administrator within thirty (30) days of the Court's approval.

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## 12. What am I giving up to stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Mercury about the legal issues in *this* case, whether or not you use the benefits of the Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to benefit from this settlement, but you want to keep the right to sue or continue to sue Mercury, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the settlement Class.

## 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the Class in *Bailey, et al. v. Mercury Financial, LLC*. Be sure to include your name, address, telephone number, email address and your signature. You must mail your exclusion request postmarked no later than **October 9, 2025** to the Settlement Administrator:

Mercury (Maryland) Settlement - Exclusions  
c/o Strategic Claims Services  
P.O. Box 230  
600 N Jackson Street, Suite 205  
Media, PA 19063

If you ask to be excluded by the deadline, you will not be eligible for any settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. Full details regarding the exclusion process are available in the Settlement Agreement on the Settlement Website.

## 14. If I don't exclude myself, can I sue Mercury later?

No. If you fit the Settlement Class definition, unless you exclude yourself, you give up any right to sue Mercury. You must exclude yourself from *this* Settlement Class to continue another lawsuit involving the same transactions as this case. Remember, the exclusion deadline is **October 9, 2025**.

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**15. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you cannot be part of this settlement.

**THE LAWYERS REPRESENTING YOU**

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

The Court appointed Richard S. Gordon (Lead Counsel) and Benjamin H. Carney (Co-Counsel) of the law firm of Gordon, Wolf & Carney, Chtd., in Hunt Valley, Maryland, to represent you and other Class Members. These lawyers are called Class Counsel. Both Mr. Gordon and Mr. Carney have significant experience in handling similar class action cases. More information about Gordon, Wolf & Carney, its practice, and the lawyers' experience is available at [www.GWCfirm.com](http://www.GWCfirm.com).

You will not be individually charged for these lawyers. If you are a Settlement Class Member and you want to be represented by your own lawyer, and you do not request exclusion, you may hire a lawyer at your own expense and enter an appearance through that lawyer.

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

Class Counsel will ask the Court to approve payment of one-third (1/3) of the Settlement Fund for attorneys' fees, plus costs incurred litigating this case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

**18. How do I tell the Court if I don't like the settlement?**

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter saying that you object to the settlement in *Bailey, et al. v. Mercury Financial, LLC*, Case No. 8:23-cv-827-DKC. Any objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of

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the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Settlement Agreement shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

For any objection to be considered, it must include the information described above, and a copy must be mailed to each of these three different places below, postmarked no later than **October 9, 2025**:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL
Clerk, U.S. District Court for the District of Maryland Southern Division 6500 Cherrywood Lane Greenbelt, MD 20770	Richard S. Gordon, Esq. Gordon, Wolf & Carney, Chtd. 11350 McCormick Rd. Executive Plaza 1, Suite 1000 Hunt Valley, MD 21031	Bryan Fratkin, Esq. McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond, VA 23219

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

Objecting is simply telling the Court that you don't like something about the settlement and that you don't want it approved. You can object only if you stay in the Settlement Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are excluded from the Settlement Class and the case no longer affects you.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement as fair to the Class. You may attend and you may ask to speak, but you don't have to.

#### 20. When and where will the Court decide whether to approve the settlement?

The Court is scheduled to hold a Fairness Hearing at 10 a.m. on November 5, 2025, in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770. The time or place of the hearing could change, and you can contact the Settlement Administrator to find out if there is any change, at 1-866-274-4004. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

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

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and included the required information, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Bailey, et al. v. Mercury Financial, LLC*, Case No. 8:23-cv-827-DKC." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **October 9, 2025**, and be mailed to the Clerk of the Court, Class Counsel, and Defendants' Counsel, at the three addresses listed in the answer to question 18. You cannot speak at the hearing if you exclude yourself.

**IF YOU DO NOTHING**

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

If you fit the Class definition above and do nothing, you will still receive a Settlement Check from the Settlement Fund if the Court approves the Settlement. But, unless you exclude yourself, you will still be a Settlement Class Member, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Mercury about the legal or factual issues in this case.

**GETTING MORE INFORMATION**

**24. Are there more details about the lawsuit and proposed settlement?**

This notice summarizes the lawsuit and proposed settlement. More details are in the Complaint, Settlement Agreement, and other documents filed in Court. You can get a copy of the Complaint, Settlement Agreement, and other important documents from the Court or by requesting them from the Settlement Administrator. You can also call 1-866-274-4004 toll free; write to Mercury (Maryland) Settlement, c/o Strategic Claims Services, P.O. Box 230, 600 N Jackson Street, Suite 205, Media, PA 19063; or visit the website at [www.MarylandMercurySettlement.com](http://www.MarylandMercurySettlement.com) where you will find answers to common questions about the lawsuit and other information to help you determine whether you are a Class Member.

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**25. If I have a Question, Should I Contact the Court for Information?**

No. **YOU SHOULD NOT CONTACT THE COURT DIRECTLY.** The Court cannot provide you with legal advice or any opinion regarding the lawsuit or proposed settlement. Access to the Court docket is available for a fee via PACER (<https://pacer.uscourts.gov>) or through computers at the Clerk's Office, located at 6500 Cherrywood Lane, Greenbelt, Maryland 20770 (open M-F, 9-4), where you may view the docket and read documents. There is a fee of \$0.10 per page to obtain copies of any document at the Clerk's Office.

DATED: AUGUST 25, 2025

BY ORDER OF THE  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND.