

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

ANGELITA BAILEY, on her own :
behalf and on behalf of all :
others similarly situated :

v. : Civil Action No. DKC 23-0827

: :
MERCURY FINANCIAL, LLC :
:

ORDER

For the reasons stated in the foregoing Memorandum Opinion, it is this 18th day of November, 2025, by the United States District Court for the District of Maryland, FOUND and ORDERED that:

1. This court certified the following class (the "Settlement Class") in this case, by Order entered on July 24, 2025: "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')." (ECF No. 40 ¶ 3) ("Preliminary Approval Order"). Excluded from the class are all employees or representatives of Mercury, and all court personnel. (*Id.*)

2. Pursuant to Fed.R.Civ.P. 23, and as discussed below, the court approves the settlement of this action, as embodied in the terms of the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable, and adequate and in the

best interest of the Class Members in light of the factual, legal, practical and procedural considerations raised by this case. The Settlement Agreement is the product of good faith arms-length negotiations by the Parties, each of whom was represented by experienced counsel. The relief provided for the Settlement Class is adequate and the proposal treats Class Members equitably relative to each other. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement), is hereby adopted as an Order of this court, and becomes part of the final judgment in this action.

3. As addressed further below, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3), the Court hereby finally certifies the Settlement Class.

4. The court finds that the notices disseminated pursuant to the Preliminary Approval Order (ECF No. 40) - approximately 57,392 by United States Mail and 51,590 by electronic mail, from a list compiled and provided to the Settlement Administrator by Mercury pursuant to the Settlement Agreement and Preliminary Approval Order - were in compliance with the Preliminary Approval Order and constituted the best notice practicable under the circumstances and satisfy the requirements of due process and Fed.R.Civ.P. 23. The court further finds that all persons

identified on the Class List who have not opted out fall within the Class definition above.

5. The eight (8) persons who have opted out of the Settlement Class, as reflected by the Settlement Administrator's Declaration of October 16, 2025 (ECF No. 41), are Shanna Macharsky, Hannah Christopher, Nadia Alkatiri, Rodney Solis, Deborah Fallon, Neale R. Bierer, Mitchell Feld, and Vanessa Hoffman. Any and all persons who opted out are not Settlement Class members.

6. The court finds that pursuant to the Settlement Agreement ¶ 13(f), and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Defendant Mercury timely served notices of the settlement on state and federal regulatory authorities on July 7, 2025.

7. The court appoints Angelita Bailey as the Class Representative of the Settlement Class and finds that she meets the adequacy requirements of Fed.R.Civ.P. 23(a)(4).

8. The court appoints the following lawyers as Class Counsel for the Settlement Class and finds that these counsel meet the adequacy requirements of Fed.R.Civ.P. 23(a)(4): Richard S. Gordon and Benjamin H. Carney of the law firm Gordon, Wolf & Carney, Chtd., 11350 McCormick Rd., Executive Plaza 1, Suite 1000,

Hunt Valley, Maryland, 21031. Richard S. Gordon is hereby appointed as Lead Counsel for the Class.

9. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court finds that the class certification requirements of Fed.R.Civ.P. 23(a) and 23(b)(3) are met.

10. The court finds that the Settlement is fair, reasonable, and adequate considering the factors listed in Fed.R.Civ.P. 23(e)(2). After due consideration of the state of proceedings and the posture of the case at the time settlement was proposed; the circumstances surrounding settlement negotiations; the experience of counsel; the relative strength of Representative Plaintiff's case on the merits; the existence of difficulties of proof and defenses Representative Plaintiff would be likely to encounter if the case went to trial; the anticipated duration and expense of additional litigation; the degree of opposition to the settlement and opt-outs from the settlement by Class Members; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this court finds that the settlement is fair, adequate, and reasonable. Accordingly, the Settlement Agreement is approved and shall govern all issues regarding the settlement and all rights of the parties to this settlement, including Class

Members. Each Class Member shall be bound by the Agreement, including the releases in the Settlement Agreement.

11. The Motion for Final Approval of Class Action Settlement (ECF No. 42) BE, and the same hereby IS, GRANTED. The parties are hereby ORDERED promptly to carry out their respective obligations under the Settlement Agreement, and the Settlement Administrator is hereby DIRECTED to make payments to those Class Members entitled to monetary payments under the Settlement Agreement consistent with the terms of the Settlement Agreement.

12. The Motion for Award of Attorney's Fees and Costs to Class Counsel (ECF No. 45) BE, and the same hereby IS, GRANTED IN PART. In accordance with ¶ 20(b)(1) of the Settlement Agreement, within ten (10) calendar days after the Effective Date, the Settlement Administrator shall transfer from the Common Fund to the Trust Account of Gordon, Wolf & Carney Chtd. attorneys' fees in the reduced amount of 25% of the Settlement Fund, plus expenses in the amount of \$13,896.25, in accordance with the Settlement Agreement.

13. The Motion for Approval of Incentive Award to the Representative Plaintiff (ECF No. 43) BE, and the same hereby IS, GRANTED. In accordance with ¶ 21 of the Settlement Agreement, within seven (7) calendar days after the Effective Date, as defined

in the Settlement Agreement, Mercury shall cause the incentive payment to be transferred to the escrow account of Gordon, Wolf & Carney, Chtd. to be paid to Angelita Bailey.

14. The Motion to Approve *Cy Pres* Award (ECF No. 44) BE, and the same hereby IS, GRANTED. The court hereby approves the protocol for distributing the *cy pres* funds provided for in ¶ 20(b)(iv) & (v) of the Settlement Agreement as fair, reasonable, and warranted under the circumstances. Any *cy pres* funds in this case shall be distributed as follows: a) the first \$5,000 shall be donated to Economic Action Maryland; b) the next \$5,000, if any, shall be donated to the Maryland Legal Aid Bureau, Inc.; c) the next \$5,000, if any, shall be donated to the National Consumer Law Center; 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.

15. All Released Claims of each Class Member (as those terms are defined in the Settlement Agreement) are hereby dismissed with prejudice.

16. Each and every Class Member is permanently enjoined from bringing, joining, assisting in, or continuing to prosecute against any of the Released Persons for any of the Released Claims.

17. This court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement. The court further retains jurisdiction to enforce this Order entered this day.

18. The clerk will transmit copies of the Memorandum Opinion and this Order to counsel for the parties and CLOSE this case.

/s/

DEBORAH K. CHASANOW
United States District Judge