

If you are a Maryland citizen who entered into a loan agreement with Mariner Finance, LLC which includes a “refinance charge,” or which included an insurance charge, you could be part of a Class Action Settlement.

The Circuit Court for Baltimore City authorized this notice. This is not a solicitation from a lawyer.

- Through a proposed class action settlement, Mariner Finance, LLC (“Mariner Finance”) has agreed without any admission of wrongdoing to resolve a lawsuit over whether Mariner Finance’s treatment of refinance charges and insurance charges violated Maryland law.
- The proposed class action settlement avoids costs and risks from continuing the lawsuit, pays money to certain Class Members, and releases Mariner Finance from liability to Class Members.
- Under the proposed settlement, Mariner Finance will fund a common fund of \$1,500,000.00 to resolve the lawsuit, make payments to Class Members who file valid claims, and pay attorneys’ fees, costs, and will pay up to \$50,000 in settlement administration expenses. In return, Mariner Finance will be released from liability to any Class Members.
- Court-appointed lawyers for Class Members will ask the Court to approve a payment of 1/3 of the common fund as attorneys’ fees, plus their expenses of litigation, for investigating the facts, litigating the case, and negotiating the settlement; and the Class representative will ask the Court to approve an incentive payment of \$3,500, to be paid by Mariner Finance separate and apart from the common fund.
- The two sides disagree on whether a class action could have been maintained, whether Mariner Finance did anything wrong, and how much money was at stake.
- If you are a Class Member, your legal rights are affected whether you act, or don’t act. Read this notice carefully.

LEGAL RIGHTS AND OPTIONS FOR CLASS MEMBERS:	
FILE A CLAIM	If you are a Maryland citizen who entered into a promissory note through June 29, 2018 with Mariner Finance which elects to be governed by Maryland’s Credit Grantor Closed End Credit Provisions, Md. Code Ann., Com. Law §§ 12-1001 et seq. (“CLEC”): (1) which includes a “refinance charge”; and/or (2) where Mariner Finance sold an insurance product and received compensation in connection therewith, you are a Class Member and you can file a claim online, or download and mail a Claim Form at www.HaleSettlement.com , or you can ask the Settlement Administrator to mail you a claim form by calling 1-866-274-4004.
DO NOTHING	If you do not file a claim, you will not receive any payment, even if you are a Class Member. You will still be bound by the settlement and will still release Mariner Finance from liability to you. If you remain in the Class, you can’t sue, continue to sue, or be part of any other lawsuit against Mariner Finance about the loan transactions this case challenges.
EXCLUDE YOURSELF	If you “opt out” or exclude yourself, you will get no settlement benefits. This is the only option that allows you to ever bring an action against Mariner Finance about the legal claims in this case or any other claims that you may currently have.
OBJECT	If you have objections, you may write to the Court about why you don’t like the settlement.
GO TO A HEARING	You can 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.

QUESTIONS? CALL 1-866-274-4004 TOLL FREE, OR VISIT WWW.HALESETTLEMENT.COM

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BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family may be a Maryland citizen who entered into a loan agreement with Mariner Finance which includes a “refinance charge” or where Mariner Finance sold an insurance product and received compensation in connection therewith and which elects to be governed by Maryland’s Credit Grantor Closed End Credit Provisions, Subtitle 10 of Title 12 of the Maryland Code (“CLEC”) – if you did so, you are a Class Member in this case.

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

The Court in charge of the case is the Circuit Court for Baltimore City, and the case is known as *Hale v. Mariner Finance, LLC*, Case No.: 24C18000053.

2. What is this lawsuit about?

The lawsuit claims that Mariner Finance entered into loan transactions with Class Members where it charged a refinance charge which it did not disclose as part of the simple interest rate disclosure in violation of Maryland law, and which may have resulted in interest rate charges in excess of what is allowed under Maryland law, and that Mariner Finance charged for insurance and retained a portion of the charges in violation of Maryland law. The lawsuit also claims that Mariner Finance’s arbitration agreements with Class Members cannot be enforced in Maryland state court. Mariner Finance denies these claims and believes it did nothing wrong. Mariner Finance also believes that you and all Class Members must pursue claims individually in arbitration and that a class action cannot be maintained in court.

3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case Claudine Hale), file claims on behalf of individuals who have similar claims. All these individuals are a Class or Class Members. One court resolves the issues for all Class Members. The Circuit Court for Baltimore City is in charge of this class action.

4. Why is there a settlement?

The Court did not decide any of the issues. The Class Representative thinks the Class could have won money if the Class won a trial. Mariner Finance thinks the Court would have agreed the case could not proceed as a class action, and even if it could, 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 costs of additional and protracted legal proceedings, potentially including a trial and appeals, and Class Members will get compensation if they file a valid and timely claim. The Class Representative and Class Counsel think the settlement is best for all Class Members.

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WHO IS IN THE SETTLEMENT

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

The parties agreed and the Circuit Court for Baltimore City decided that everyone who fits the following description is a Class Member (with some exceptions):

All Maryland citizens who entered into a promissory note through June 29, 2018 with Mariner Finance which elects to be governed by Maryland's Credit Grantor Closed End Credit Provisions, Md. Code Ann., Com. Law §§ 12-1001 et seq. ("CLEC"): (1) which includes a "refinance charge"; and/or (2) where Mariner Finance sold an insurance product and received compensation in connection therewith.

6. Are there exceptions to being included?

The Settlement Class excludes loans where:

- Mariner Finance returned to the consumer borrower each agreement, note or other evidence of the loan marked with the word "paid" or "cancelled," or furnished the consumer borrower with a written statement that identified the loan transaction and stated that the loan had been fully paid, on or before July 4, 2017;
- the promissory note was executed before January 4, 2015; or
- a judgment was entered on the promissory note in favor of Mariner Finance on the subject loan on or before January 4, 2018.

The Settlement Class also excludes any individual who was granted a bankruptcy discharge after the date of the loan from Mariner Finance, and all employees, officers and directors of Mariner Finance, and any parent or subsidiary companies, 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.HaleSettlement.com for more information.

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

Unless you exclude yourself from this case, you will remain a Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Mariner Finance about the legal issues in this case or raise any other legal claims you may currently have against Mariner Finance. It also means that all of the Court's orders will apply to you and legally bind you.

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THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the settlement provide?

Mariner Finance has agreed to pay the sum of \$1,500,000.00 into a common fund. That common fund will be used to pay Class Members who file valid claims up to three times the amount of the refinance charge(s) or insurance charge(s) in the promissory note(s) that give rise to Class membership. If the total maximum value of valid claims exceed the amount remaining in the common fund after payment of Court-approved attorneys' fees and expenses, then each Class Member who files a valid claim will receive a proportional share of the common fund based upon the maximum value of their claim.

All claims must be made on or before ninety (90) days after entry of the Court's Final Approval. If you do not file a valid claim, you will not receive any payment. However, you would still be bound by the settlement. You may file a claim on www.HaleSettlement.com, or you may ask the Settlement Administrator to mail you a claim form by calling 1-866-274-4004.

10. Can I file more than one claim?

No. Even if you have more than one transaction that gives rise to Class membership, you only need to file one claim.

HOW YOU FILE A CLAIM

11. How can I file a claim?

The deadline for filing a Claim is ninety (90) days after entry of the Court's Final Approval.

You must file a claim, either online or by mail, to receive payment.

You may file a claim at www.HaleSettlement.com. You may also download a claim form on www.HaleSettlement.com, print it out, complete it, and deliver it to the Settlement Administrator at the address listed in question 24; or, you may ask the Settlement Administrator to mail you a claim form for you to complete and return by calling 1-866-274-4004.

Whatever method you choose, **you must fully complete and sign the claim form before your claim will be recognized as being filed.**

12. If I file a Claim, when will I get paid?

The Court will hold a hearing on December 5, 2018, to decide whether to approve the settlement. If the Court approves the settlement, Class Members who have filed valid and completed claims will be sent checks by the Settlement Administrator within thirty (30) days after the deadline for filing a claim, or within thirty (30) days

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after any appeal of the approval of the settlement is dismissed or the approval is affirmed, whichever is later. The deadline for filing a claim is **ninety (90) days after entry of the Court’s Final Approval**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want to stay in the Class, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the 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 *Hale v. Mariner Finance, LLC*. Be sure to include your name, address, telephone number, and your signature. Unless the postcard notice sent to you states, at the top, “SUPPLEMENTAL NOTICE TO CO-BORROWERS,” you must mail your exclusion request postmarked no later than October 13, 2018. If the postcard notice sent to you states “SUPPLEMENTAL NOTICE TO CO-BORROWERS,” you must mail your exclusion request postmarked no later than November 1, 2018. The exclusion request must be mailed to:

Mariner Finance, LLC Exclusions
c/o Strategic Claims Services
P.O. Box 230
Media, PA 19063

If you ask to be excluded, you will not be eligible for any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I don’t exclude myself, can I sue Mariner Finance later?

No. Unless you exclude yourself, you give up any right to sue Mariner Finance for the loan transactions challenged in this lawsuit. If you have a pending lawsuit about the claims in this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue another lawsuit involving the same transactions as this case. Remember, the exclusion deadline is October 13, 2018, unless your postcard notice states “SUPPLEMENTAL NOTICE TO CO-BORROWERS” at the top. If your postcard notice states “SUPPLEMENTAL NOTICE TO CO-BORROWERS” at the top, your exclusion deadline is November 1, 2018.

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 the law firm of Gordon, Wolf & Carney, Chtd., in Towson, Maryland, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be individually charged for these

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lawyers. If you are a 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 1/3 of the common fund for attorneys' fees, plus the expenses they incurred litigating this case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Mariner Finance has agreed not to oppose fees up to that amount and expenses.

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 that I don't like the settlement?

If you're a 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. The Court will consider your views. To object, you must send a letter saying that you object to the *Hale v. Mariner Finance, LLC* settlement. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Unless the postcard notice sent to you states, at the top, "SUPPLEMENTAL NOTICE TO CO-BORROWERS," you must mail the objection postmarked no later than October 13, 2018, and if the postcard notice sent to you states "SUPPLEMENTAL NOTICE TO CO-BORROWERS," you must mail the objection postmarked no later than November 1, 2018, to these three addresses:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court, Civil Division Circuit Court for Baltimore City Room 462, Courthouse East 111 North Calvert Street Baltimore, MD 21202	Benjamin H. Carney Gordon, Wolf & Carney, Chtd. 100 W. Pennsylvania Ave. Suite 100 Towson, MD 21204	Jerrold A. Thrope Gordon Feinblatt LLC The Garrett Building 233 East Redwood Street Baltimore, MD 21202

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

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

QUESTIONS? CALL 1-866-274-4004 TOLL FREE, OR VISIT WWW.HALESETTLEMENT.COM

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 9:30 AM on Wednesday, December 5, 2018, at Courtroom 201E of the Circuit Court for Baltimore City, Courthouse East, 111 North Calvert Street, Baltimore, Maryland 21202. The time or place of the hearing could change, and you can contact Class Counsel to find out if there is any change, at 410-825-2300. 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 hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

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, 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 *Hale v. Mariner Finance, LLC*, Case No. 24-C-18-000053." Be sure to include your name, address, telephone number, and your signature. Unless the postcard notice sent to you states, at the top, "SUPPLEMENTAL NOTICE TO CO-BORROWERS," your Notice of Intention to Appear must be postmarked no later than October 13, 2018. If the postcard notice sent to you states, at the top, "SUPPLEMENTAL NOTICE TO CO-BORROWERS," your Notice of Intention to Appear must be postmarked no later than November 1, 2018. Any Notice of Intention to Appear must be mailed to the Clerk of the Court, Class Counsel, and Defense 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 not receive any payment. But, unless you exclude yourself, you will still be a Class Member, you won't be able to start a lawsuit or arbitration, continue with a lawsuit or arbitration, or be part of any other lawsuit against Mariner Finance about the legal or factual issues in this case, or other claims that you may have against Mariner Finance relating to your loans.

QUESTIONS? CALL 1-866-274-4004 TOLL FREE, OR VISIT WWW.HALESETTLEMENT.COM

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 *Hale v. Mariner Finance LLC* Lawsuit, c/o Strategic Claims Services, P.O. Box 230, Media, PA 19063; or visit the website at www.HaleSettlement.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.

BY ORDER OF THE CIRCUIT COURT FOR BALTIMORE CITY.