

Claudine Hale,	*	In the Circuit Court
Plaintiff,	*	for Baltimore City
v.	*	
Mariner Finance, LLC,	*	Case No. 24C18000053
Defendant.	*	

* * * * *

Order Preliminarily Approving Settlement, Certifying Class for Settlement Purposes, Appointing Class Counsel and Settlement Administrator, and Setting Schedule with Respect to Notice, Settlement Hearing and Administration

(See motion #28)

After review and consideration of the proposed Settlement Agreement (the "Agreement") in this case relating to claims raised against Defendant Mariner Finance, LLC ("Mariner Finance" or "Defendant"), and upon application of Plaintiff, Claudine Hale ("Representative Plaintiff"), with good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Agreement, and the Settlement provided for therein, are preliminarily approved as fair, reasonable and adequate, subject to further consideration thereof at the Settlement Hearing described at Paragraph 20 of this Order.
2. The definitions set forth in the Agreement are hereby incorporated by reference into this Order.
3. For purpose of this Settlement and without prejudice to Mariner Finance's right to move to compel arbitration or to contest class certification in the event that the proposed Settlement is not fully implemented, the Court hereby certifies the following class ("Class") in accordance with the Agreement, and pursuant to Maryland Rule 2-231(a) & (b)(3):

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.

4. The Settlement Class excludes those loans: (a) where Mariner Finance returned to the consumer borrower each agreement, note or other evidence of the loan marked with the word “paid” or “canceled,” 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; (b) the promissory note was executed before January 4, 2015; or (c) 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 shall also exclude 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.

5. For settlement purposes only and without prejudice to Mariner Finance’s right to move to compel arbitration or to contest class certification in the event that the proposed Settlement is not fully implemented, the Court finds, pursuant to the Agreement, that the prerequisites of Maryland Rule 2-231(a) & (b) (3) have been satisfied. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Class that:

a. As Mariner Finance has certified that the list of potential Class members consists of thousands of persons, the Class is so numerous that joinder of all members is impracticable (Md. Rule 2-231(a)(1));

b. There are questions of law or fact common to the Class, including whether the charges challenged in this case, and which Mariner Finance charged in every Settlement Class Member’s transaction, are permitted under CLEC (Md. Rule 2-231(a)(2));

c. The claims of the Representative Plaintiff are typical of the claims of the Class that Representative Plaintiff seeks to certify, as Representative Plaintiff's claims center on the same charges imposed on Settlement Class Members, and the same CLEC statute. (Md. Rule 2-231(a)(3)); and

d. Representative Plaintiff and her counsel will protect the interests of the Class fairly and adequately, as no conflict of interest between the Representative Plaintiff and the Class has been shown, and she has retained counsel experienced in class action litigation (Md. Rule 2-231(a)(4)).

e. The questions of law or fact common to the members of the Class, and which are relevant for Settlement purposes, predominate over the questions affecting only individual members because the lawsuit and proposed Settlement concern financial transactions governed by the same statute, which share similar facts and the same legal issue (Md. Rule 2-231(b)(3)); and

f. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy, as denial of the settlement will effectively foreclose relief for most class members (Md. Rule 2-231(b)(3)).

6. For the purpose of this preliminary approval and all matters relating to the Settlement of this Action, and without prejudice to Mariner Finance's right to contest the appointment of Representative Plaintiff as the representative of the Class and/or the appointment of Class Counsel in the event that the proposed Settlement is not fully implemented, until further order of the Court, Plaintiff Claudine Hale shall be the Representative of the Class and Representative Plaintiff's counsel of record are appointed as counsel for the Class ("Class

Counsel”). The law firm and lawyers representing the Class and who shall comprise Class Counsel are:

Benjamin H. Carney
Martin E. Wolf
Kirsten S. Eckroad
GORDON, WOLF & CARNEY, CHTD.
100 W. Pennsylvania Avenue, Suite 100
Towson, Maryland 21204

7. Strategic Claims Services, Inc., of Media, Pennsylvania is hereby appointed to serve as Settlement Administrator.

8. Defendant is hereby directed to prepare and provide to the Settlement Administrator the Class Member List described in paragraph 19(c) of the Agreement, and shall provide a copy of the Class Member List to Class Counsel, subject to paragraph 19(c) of the Agreement, within five (5) business days of the entry of this Order.

9. The Settlement Administrator and Class Counsel shall comply with the provisions of paragraphs 19 and 20 of the Agreement, and maintain the confidentiality of the Class Member List as required by the Agreement.

10. Within thirty (30) calendar days of the entry of this Order, 1) petitions for attorneys’ fees and reimbursement of expenses and requests for any Representative Plaintiff’s incentive awards shall be filed by Representative Plaintiff’s counsel, and 2) pursuant to paragraph 30 of the Agreement, the Settlement Administrator shall provide notice of this Settlement and of the Settlement Hearing to all potential Class members by mailing to each person identified as a Potential Class Member on the Class Member List a copy of the Postcard Settlement Notice (the “Class Notice”), substantially in the form attached as Exhibit 2 to the Agreement. Before the

mailing of Class Notice, the Settlement Administrator shall obtain or cause to be obtained address updates utilizing a National Change of Address database. If a notice is returned with a new forwarding address provided by the U.S. Postal Service, the Settlement Administrator shall re-mail the notice to the new forwarding address. If a notice is returned without a forwarding address, the Settlement Administrator shall perform “skip trace” research using the Settlement Class Member’s social security number, if available, and attempt to identify the Settlement Class Member’s current address and then re-mail the notice to any such new 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, Mariner Finance shall provide the Settlement Administrator with the social security numbers of the Settlement Class members to the extent that information is readily accessible to Mariner Finance. Pursuant to Paragraph 31 of the Agreement, to facilitate the efficient administration of this Settlement, and to promote compensation pursuant to this Settlement, the Settlement Administrator shall establish a Settlement Website that enables Settlement Class members to read the Long Form Settlement Notice (Exhibit 3 to the Agreement); to complete a Claim Form (Exhibit 1 to the Agreement) online; and to print a Claim Form for completion, signature, and mailing by the Settlement Class Member to the Settlement Administrator. The Settlement Administrator shall establish the Settlement Website as soon as practicable but not later than thirty (30) days after the date of this Order. The Settlement Website shall provide a straightforward and uncomplicated means for Class members to file a Claim Form either electronically or through a paper submission. Before publishing the Settlement Website, the Settlement Administrator shall permit Mariner Finance and Class Counsel to review the content of the website and shall obtain Mariner Finance and Class Counsel’s consent as to its content and layout. 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 Claims Period has 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. The Class Notice and Settlement Website also shall include an email address that the Settlement Class members can use to request that the Settlement Administrator mail them a hardcopy Claim Form. The online and hardcopy Claim Forms serve as vehicles for Settlement Class members to receive compensation for Valid Claims pursuant to the Settlement.

11. The costs and expenses of printing, preparing and mailing the Class Notice, and the costs and expenses of the Settlement Administrator, and other administrative expenses shall be borne by Mariner Finance, up to and including a cap of Fifty Thousand Dollars (\$50,000). All costs of administration of the Settlement, and of the Settlement Fund in excess of that amount shall be paid from the Settlement Fund, as set forth in paragraph 21(c)(1) of the Agreement.

12. Pursuant to Paragraph 35 of the Agreement, within sixty (60) days after the entry of this Order, the Settlement Administrator shall provide to counsel for both parties a declaration of compliance with the notice requirements, including the number of persons to whom the Class Notice was mailed.

13. All Settlement Class Members who submit a Valid Claim during the Claims Period as set forth in Paragraph 36 of the Agreement shall be provided the cash relief to which they are entitled pursuant to Paragraph 21(c)(3) of the Agreement.

14. Notice to potential Class members in accordance with the provisions of the Agreement and paragraph 10 above is hereby found to be: (a) the best Notice practicable under the circumstances; (b) due and sufficient notice of this Order to all persons affected by and/or

entitled to participate in the Settlement; and (c) in full compliance with the notice requirement of Maryland Rule 2-231 and due process.

15. Any Class Member wishing to be excluded from the Class shall mail a request for exclusion (“Request for Exclusion” or “Opt-Out”) to the Settlement Administrator, postmarked not later than seventy-five (75) days after the date of this Order. Such request shall set forth: the name, address, and telephone number of the Class Member, and contain the words “opt-out,” “exclusion,” or other words clearly indicating an intent not to participate in the Settlement. Requests for exclusion shall be deemed to have been made in each and every capacity in which the person requesting the exclusion is acting. Upon receipt, the Settlement Administrator shall immediately forward a copy of any Request for Exclusion to Class Counsel. Any Class Member who does not properly and timely request exclusion shall be included in the Class and shall be bound by any Final Judgment entered herein. The specific date and deadline for requesting exclusion by a Class Member shall be set forth in the Notice.

16. Within ten (10) business days following the expiration of the last date for requesting exclusion (the “Exclusion Date”) the Settlement Administrator shall file with the Court a sworn statement listing all persons who have submitted timely requests for exclusion.

17. The Settlement Administrator shall be responsible for the receipt of all Requests for Exclusion and other written communications from Class members and shall preserve all such communications until administration is complete or further order of the Court. All written communications received from Class members and all written responses to inquiries by Class members relating to the Agreement and Settlement shall be available at all reasonable times for inspection and copying by counsel for both parties, subject to further Order of the Court if issues

of privilege or confidentiality arise. Notice to Class members shall designate the Settlement Administrator as the person to whom Requests for Exclusion shall be sent.

18. All other events contemplated under the Agreement to occur after this Order and before the hearing described in paragraph 20 of this Order shall be governed by the Agreement to the extent not inconsistent with this Order.

19. Memoranda in support of the Settlement shall be filed with the Clerk of the Court on or before October 30, 2018 [90 days from the entry of this Order].

20. A hearing (the "Settlement Hearing") shall be held before the undersigned at 9:30 am a.m. on Dec. 5th, 2018 [within 115 days from the entry of this Order] in the Circuit Court for Baltimore City, Courthouse East, Courtroom 201E, 111 North Calvert Street, Baltimore, Maryland 21202, to consider the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

21. Any Class Member who does not opt-out of the Settlement may appear at the Settlement Hearing in person or by counsel, if any appearance is filed and served as provided in the Class Notice, and will be heard to the extent allowed by the Court in support of, or in opposition to, the fairness, reasonableness and adequacy of the proposed Settlement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Representative Plaintiff's counsel, or other related matters. Provided, however, that no person shall be permitted to intervene or otherwise be heard in opposition to the proposed Settlement,

and, if approved, the judgment entered thereon, or to the requested award of attorneys' fees and reimbursement of expenses, and no papers or briefs submitted by any person shall be accepted or considered by the Court unless, not later than seventy-five (75) days after the Date of this Order, such person has:

- (a) filed with the Clerk of the Court a notice of such person's intention to intervene or otherwise appear together with a statement that indicates the basis for such intervention or opposition along with any supporting documentation;
- (b) served copies of such notice, statement and documentation, together with copies of any other papers or briefs that such person files with the Court, either in person or by mail, upon Representative Plaintiff's counsel, and upon Defendant's counsel at the following addresses:

To Class Counsel:

Benjamin H. Carney
Martin E. Wolf
Kirsten S. Eckroad
GORDON, WOLF & CARNEY, CHTD.
100 W. Pennsylvania Avenue, Suite 100
Towson, Maryland 21204

To Counsel for Mariner Finance:

Jerrold A. Thrope
GORDON FEINBLATT LLC
The Garrett Building
233 E Redwood Street
Baltimore, Maryland 21202

- (c) otherwise complied with the Settlement Agreement and Notice for purposes of such hearing.

22. Any Class Member who does not make objection in the manner provided in this Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Agreement and to the award of attorneys' fees and costs to Class Counsel.

23. If the proposed Settlement is not implemented or if the Settlement is terminated for any reason whatsoever, the Settlement, and all proceedings in connection with the Agreement, including without limitation, all Orders entered in connection with the proposed Settlement shall be without prejudice to the rights of the non-settling parties, and all Orders issued pursuant to the proposed Settlement shall be vacated. In such an event, the Settlement and all negotiations, proceedings and statements made in connection with the proposed Settlement, including without limitation the Agreement, shall be null, void and without effect. No evidence relating to such negotiations, proceedings, documents, or statements shall be used in any manner or for any purpose in any subsequent proceedings in this Action, or in any other proceeding between the non-settling parties, and this Action shall revert to its status immediately prior to the execution of the Agreement, including but not limited to its status as a putative class action. The parties shall be entitled to refile the motions to compel arbitration and for class certification (which were withdrawn without prejudice) and all briefing hereon.

IT IS SO ORDERED.

Dated: July 30, 2018

Judge's Signature Appears on Original Document

Hon. Videtta A. Brown
Judge, Circuit Court for Baltimore County

TRUE COPY
TEST

Marilyn Bentley

MARILYN BENTLEY, CLERK

