

CLAUDINE HALE	*	IN THE
	*	CIRCUIT COURT
Plaintiff,	*	
	*	FOR
vs.	*	
MARINER FINANCE, LLC	*	BALTIMORE CITY
	*	Case No.: 24-C-18-000053
Defendant.	*	
* * * * *		

**FINAL ORDER APPROVING SETTLEMENT AND
CERTIFYING SETTLEMENT CLASS**

Upon review and consideration of the Joint Motion for Final Settlement Approval (#41); (Gerald Burton’s) Objection to Class Action Settlement (#28/3) and the Settlement Agreement (the “Agreement”) by and between the Class Representative, Claudine Hale (acting individually and on behalf of the Settlement Class defined below) and Mariner Finance, LLC (“Mariner Finance”), and the memoranda and arguments of counsel,

IT IS HEREBY ORDERED and adjudged as follows:

1. This Court preliminarily certified the Settlement Class in this case for settlement purposes only by Order dated July 30, 2018. The Settlement Class is defined as:

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.

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.

See July 30, 2018 Order Preliminarily Approving Settlement. Pursuant to Md. Rule 2-231(i), the Court finds that the notice provided in this case as required by the Preliminary Approval Order and Md. Rule 2-231(e)(1) was directed to all potential Class members on the Class Member List, by the Settlement Administrator. *See* Doc. No. 38/0, Declaration of Josephine Bravata Concerning the Postcard Notice Mailings. The Court finds that Carolyn Lewis, Bonita Barnett, Leonor Rayteran, and Veronica D. Bell (the Opt-Outs) timely filed requests for exclusion from the Settlement Class. *See id.* at Exhibit B.

2. The Court finds that all the requirements for class certification of the Settlement Class are met in this case, and determines, pursuant to the Agreement, that the prerequisites of Maryland Rule 2-231(a) & (b) (3) have been satisfied, and grants final class certification to the Settlement Class. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Settlement Class that:

a. **Requirements of Md. Rule 2-231(a):**

Md. Rule 2-231(a) requires the following four threshold elements to be met in order for a class to qualify for certification: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representatives will fairly and adequately protect the interests of the class.

Maryland Rule 2-231(a)(1) (numerosity): This Court finds that more than 4,000 persons have identified themselves as Settlement Class Members, and therefore the Settlement Class is so numerous that joinder of all

members is impracticable, and the requirement of numerosity under Md. Rule 2-231(a)(1) is satisfied.

Maryland Rule 2-231(a)(2) (commonality of facts and law):

Based upon the Agreement and the memoranda of the parties, the Court finds that there are questions of law or fact common to the Settlement Class, including whether the charges challenged in this case which Mariner Finance charged Settlement Class Members' transactions are permitted under Maryland Credit Grantor Closed End Credit Provisions, Md. Code Ann., Com. Law § 12-1001 et seq. ("CLEC") and other Maryland laws. The Md. Rule 2-231(a)(2) requirement of commonality is satisfied.

Maryland Rule 2-231(a)(3) (typicality of claims and defenses):

This factor focuses on the consideration of whether the representatives' interests are truly aligned and consistent with those of the Settlement Class members. In this case, the Representative Plaintiffs' claims are typical of and similar to the claims of every other member of the Settlement Class. The claims of the Representative Plaintiff are typical of the claims of the Settlement Class, as Representative Plaintiff's claims center on the same charges imposed on Settlement Class Members, and the same CLEC statute. Thus, the Court finds that the requirement of typicality under Md. Rule 2-231(a)(3) is satisfied.

Maryland Rule 2-231(a)(4) (adequate representation): Based upon the similar nature of Representative Plaintiff's and the Settlement Class Members' claims, the Court finds that the claims of the Representative Plaintiff are not conflicting or inconsistent with the claims of the Settlement Class Members. Moreover, the Court finds that Representative Plaintiff and her

counsel have and will protect the interests of the Settlement Class fairly and adequately, as no conflict of interest between the Representative Plaintiff and the Settlement Class has been shown, and she has retained counsel experienced in class action litigation. Accordingly, the Court finds that the requirement of adequate representation under Md. Rule 2-231(a)(4) is satisfied.

b. **Requirements of Maryland Rule 2-231(b):**

After the requirements of Maryland Rule 2-231(a) are found to exist, the Court must determine pursuant to Maryland Rule 2-231(b) whether this case may be maintained as a class action under Rule 2-231(b)(1), (b)(2), or (b)(3).

Maryland Rule 2-231(b)(3): This Court finds that this case may be maintained as a class action under Rule 2-231(b)(3) because there are common overriding legal claims held by all Settlement Class Members. The questions of law or fact common to the members of the Settlement 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. The Court further finds that certification of the Settlement 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, and the pursuit of numerous individual cases, which would be essentially identical, would be a waste of judicial time and resources. In summary, common questions greatly predominate over individualized questions and a class action suit is clearly the superior vehicle to efficiently adjudicate this lawsuit. Certification under Rule 2-231(b)(3) is, therefore, appropriate.

3. Pursuant to MARYLAND RULE 2-231, the settlement of this action, as embodied in the terms of the Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of this case in light of the factual, legal, practical, and procedural considerations raised by this case. The Agreement (with Amendment), a copy of which is appended hereto as Exhibit A, is incorporated by reference into this Order (with capitalized terms as set forth in the Agreement) and is hereby adopted as an Order of this Court. This Order constitutes Final Approval of the Settlement. In the event of a conflict between the text of this Order and the text of the Agreement, the text of the Agreement shall prevail.

4. This Court finds that the settlement is fair, adequate, and reasonable after due consideration of: the Representative Plaintiff's likelihood of success at trial; the range of Representative Plaintiff's possible recovery; the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense and duration of the litigation; the substance and amount of opposition to the settlement; the state of proceedings at which the settlement was achieved; the one objection filed; all written submissions; affidavits and arguments of counsel; and notice and a hearing. The Court has considered the objection of Mr. Gerald Burton, and that objection is, for the reasons set forth in this paragraph, overruled. Accordingly, the Agreement should be and is approved and shall govern all issues regarding the Settlement and all rights of the parties to this settlement, including the Settlement Class Members.

5. Each Settlement Class Member shall be bound by the Agreement, including the release of Released Claims in the Agreement, which Agreement is hereby incorporated by reference and becomes part of the Final judgment and Final Approval in this case.

6. After this Order becomes final and not subject to appeal, the parties are hereby

ORDERED promptly to carry out their respective obligations under the Agreement and the Settlement Administrator is hereby DIRECTED to issue checks pursuant to Paragraph 21(c) of the Agreement to those Settlement Class Members who are entitled to payment under that paragraph.

7. In accordance with the Agreement, after this Order becomes final and not subject to appeal, the Settlement Administrator shall pay, or take all reasonable steps to transfer, assign or release the following funds, out of the Settlement Fund, to the Trust Account of Gordon, Wolf & Carney, Chtd, Class Counsel, attorneys' fees in the amount of 1/3 of the Settlement Fund, and expenses in the amount of \$726.90.

8. In accordance with the Agreement, after this Order becomes final and not subject to appeal, Mariner Finance shall make an incentive payment of \$3,500 to the Class Representative – Claudine Hale – separate and apart from the Settlement Fund.

9. The Court hereby approves the protocol for distributing the unclaimed settlement funds set forth in ¶ 23 of the Agreement as fair, reasonable, and warranted under the circumstances. In accordance with ¶ 23 of the Agreement, any residue of the Settlement Fund remaining after checks are mailed to Settlement Class Members, including amounts remaining in the Settlement Fund due to checks which have not been negotiated or are returned and remain undeliverable 180 days after checks are mailed, shall create a *cy pres* fund. The *cy pres* fund shall be donated, subject to the limitations and reversions in the Agreement, to the University of Maryland School of Law.

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

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

any of the Released Claims.

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

13. This Order is a final judgment.

BY ORDER OF THE COURT

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Dated: December 17th, 2018

The Judge's signature appears
~~on the original document.~~