

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(SOUTHERN DIVISION)**

TIFFANY JOHNSON,	*
Plaintiff,	*
v.	Civil Action No. 8:22-cv-02001-PX
CONTINENTAL FINANCE COMPANY, LLC, et al.,	(lead)
Defendants.	*
TRACEY CRIDER,	*
Plaintiff,	*
v.	Civil Action No. 8:23-cv-00854-PX
CONTINENTAL FINANCE COMPANY, LLC, et al.,	(member)
Defendants.	*
* * * * *	

Settlement Agreement

This Settlement Agreement (the “Agreement”) is entered into this 28th day of August, 2025, by Plaintiffs Tiffany Johnson and Tracey Crider (“Representative Plaintiffs”), acting individually and on behalf of the Class defined below, and Defendants Continental Finance Company, LLC and Continental Purchasing, LLC (“Settling Defendants” or “Continental,” and the Settling Defendants and the Representative Plaintiffs are, collectively, the “Parties”), by and through their undersigned counsel, in the above-captioned lawsuit.

I. RECITALS

1. Representative Plaintiff Tiffany Johnson filed the lead case in this litigation, *Johnson v. Continental Finance Company, LLC, et al.*, on June 15, 2022

(the “Action”) in the Circuit Court for Montgomery County, Maryland (Case No. C-15-CV-22-002254) on behalf of the following putative Class:

All Maryland residents who obtained loans in the amount of \$25,000 or less, where the loan application originated in Maryland and where Continental received, through agreements with a third-party financial institution, the exclusive right to collect all payments of principal, interest and fees on the loan.

Excluded from the Class are all employees or representatives of Continental, all Court personnel, and all persons where the loan at issue was originated more than 12 years ago and no payments have been made on the account within the last 12 years.

ECF 4 (“Original Complaint”) ¶¶ 26-27.

2. Continental removed the Action to the United States District Court for the District of Maryland on or about August 10, 2022. The Original Complaint alleges, *inter alia*, that Continental made consumer loans to Representative Plaintiffs and each Class member of less than \$25,000, when the borrower was a resident of Maryland and the application for the loan originated in Maryland, when it did not have a license which Representative Plaintiff alleges it was required to have under the Maryland Consumer Loan Law, Md. Code Ann., Com. Law, §§ 12-301 *et seq.* (“MCLL”). Original Complaint ¶¶ 12-24. The Original Complaint alleges that, as a result, Continental’s loans to Representative Plaintiff and Class members are void and unenforceable, and no person may receive or retain amounts in connection with those loans. *Id.* Accordingly, the Original Complaint asserted counts for Declaratory Relief, Md. Code Ann., Cts & Jud Pro. § 3-406, and violation of the MCLL licensing provisions. *Id.* at ¶¶ 141-162.

3. In response to the Original Complaint, Continental filed an Answer and Affirmative Defenses on September 16, 2022, denying all allegations of wrongdoing and liability and maintaining that it conducted its dealings with the Representative Plaintiffs and Class Members in a lawful manner in all respects. ECF 12 (“Answer”). Continental further asserted a number of defenses to the Representative Plaintiff’s claims, including but not limited to its defense that it was

not obligated to maintain the licenses that Representative Plaintiff alleged it was required to maintain. *Id.* at 44 (Eleventh Affirmative Defense).

4. Continental also filed a Motion to Compel Arbitration and Stay Proceedings on or about September 17, 2022. ECF 13. That motion argued, *inter alia*, that the Cardholder Agreement in Ms. Johnson’s transaction contained an arbitration provision which required her to arbitrate the claims asserted in the Action in an individual, non-class arbitration. ECF 13-01.

5. On February 3, 2023, Ms. Johnson filed a motion to file a First Amended Class Action Complaint (the “Complaint”, which is filed at ECF 24) to add claims under the Maryland Credit Services Businesses Act. ECF 16.

6. Then, on February 16, 2023, Representative Plaintiff Tracey Crider filed a separate action, *Crider v. Continental Finance Company, LLC, et al.*, in the Circuit Court for Montgomery County, Maryland (Case No. C-15-CV-23-000545).

7. Continental noticed the removal of *Crider* to federal court on or about March 29, 2023 (Case No. 8:23-cv-854 (D. Md.) (“*Crider*”) ECF 1),¹ and filed a motion to compel arbitration and stay proceedings and strike class allegations on April 5, 2023. *Crider* ECF 8. On the same day, Continental moved to consolidate *Johnson* and *Crider* on the grounds that both cases were “based on the same false premise that Defendants offer ‘credit services’ and are therefore required to hold certain Maryland licenses.” ECF 17-1 at 1. The motion to consolidate was granted on May 8, 2023. ECF 19. The Court, on September 7, 2023, denied the arbitration motions in both *Johnson* and *Crider*, holding that the “arbitration agreement lacks consideration, it is illusory, and no legal basis exists to compel arbitration,” and granted the motion to amend the Complaint. *Johnson v. Cont'l Fin. Co., LLC*, 690 F. Supp. 3d 520, 530 (D. Md. 2023). On appeal, after oral argument, the U.S. Court

¹ For ease of reference, citations to the *Crider v. Continental Finance Company, LLC* docket will be referenced as “*Crider ECF*,” whereas references to the lead case (*Johnson v. Continental Finance Company, LLC*) will be referenced as simply “*ECF*.”

of Appeals for the Fourth Circuit affirmed. *Johnson v. Cont'l Fin. Co., LLC*, 131 F.4th 169 (4th Cir. 2025). Thereafter, on July 7, 2025, Continental filed with the U.S. Supreme Court a petition for *certiorari*, seeking review of the Fourth Circuit's decision. *See Continental Finance Company, LLC, et al. v. Tiffany Johnson, et al.*, Pet. No. 25-34 (U.S. 2025).

8. The Parties have engaged in protracted litigation and sharing of information in this case. The Parties have litigated this case through a motion to compel arbitration, and have fully briefed and argued an appeal resulting in the decision cited above. The Parties have also conducted extensive analysis of the facts and research into the applicable law with respect to the claims and defenses and with respect to class certification issues. The Parties have conducted informal discovery, including exchanging information and documents regarding the transactions of the putative Class. Continental has also shared information regarding its licensing and business practices. Class Counsel reviewed documentation provided by Continental and other sources relevant to the issues raised in the Complaint and interviewed potential witnesses.

9. The Parties also conducted extensive settlement discussions. These were lengthy, arduous, and intense arms-length negotiations, which included numerous telephone calls between counsel in addition to two full days of mediation: first, with the Hon. William Connelly, and second, with the Hon. Paul W. Grimm. The extensive and invaluable efforts of the mediators led to this settlement agreement.

10. The Parties recognize and acknowledge the benefits of settling this case, in exchange for the good and valuable consideration set forth below, for an agreed upon Settlement Class consisting of all Maryland residents with credit card accounts for credit cards issued by the Bank of Missouri or Celtic Bank and serviced by Continental on or after March 2014, where the borrower made one or more

payments on the loan (each, a “Class Member” and each such account, an “Account”).

11. Continental denies the material allegations made against it in the Complaint and denies any and all liability or wrongdoing with respect to any and all facts and claims alleged in the Complaint and further denies that the Representative Plaintiffs and Settlement Class have suffered any damages.

12. The Parties recognize and acknowledge the benefits of settling this case. The Parties recognize that the outcome of this Action is uncertain, and that a final resolution through the litigation process would likely require protracted adversary litigation and additional appeals and have taken into account the difficulties and delays inherent in such litigation. Accordingly, the Parties and their respective counsel have agreed to resolve the Action as a settlement class action according to the terms of this Agreement. Further, Class Counsel have determined that the settlement on behalf of the Settlement Class is fair and reasonable and in the best interest of the Settlement Class, and Representative Plaintiffs concur in that determination. Class Counsel and Representative Plaintiffs believe that this Agreement is fair, reasonable, and adequate.

13. This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by either party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations, claims, or defenses in this Action. The Agreement provides for certification of a conditional Settlement Class, even though the Court has not yet determined whether the Action could properly be brought as a class action, and Continental maintains that class certification for trial purposes would not be proper under Federal Rule of Civil Procedure 23. Accordingly, Continental, solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings, and for the purpose of putting to rest the

controversies engendered by the Action, desires to settle the Action on the terms and conditions set forth herein.

14. Representative Plaintiffs recommend that Strategic Claims Services (“SCS”) of Media, Pennsylvania (hereinafter the “Settlement Administrator”), be appointed by the Court to serve as the Settlement Administrator, and Continental will not object to the recommendation. The Settlement Administrator is responsible to report both to the Court and to the Parties as more fully set forth in this Agreement. All costs of the Settlement Administrator, including but not limited to all costs incurred by the Settlement Administrator in the preparation and delivery of the Notice to Class Members (Paragraph 20) and all settlement distributions (“Costs of Administration”)(Paragraph 24.b), shall be paid from the Common Settlement Fund.

15. Now, therefore, in consideration of the covenants and agreements set forth herein, it is hereby stipulated and agreed by the undersigned, on behalf of the Representative Plaintiffs, the Settlement Class, and Continental, that the Action and all claims of the Representative Plaintiffs and the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Continental, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

II. Terms of the Settlement

16. Definitions:

- a. “Class Counsel” means Benjamin H. Carney and Richard S. Gordon of Gordon, Wolf & Carney, Chtd. “Lead Class Counsel” shall mean Benjamin H. Carney.
- b. “Class Member List” means the list of Settlement Class Members compiled by the Settling Defendants pursuant to this Agreement.
- c. “Class’s Released Claims” shall mean and include all claims for actual, statutory, and punitive damages under the Maryland Consumer Loan

Law, Md. Code Ann., Com. Law §§ 12-301 et seq.; the Maryland Credit Services Business Act, Md. Code Ann., Com. Law §§ 14-1901, et seq.; Maryland Collection Agency Licensing Act, Md. Code Ann., Bus. Reg. 7-101, et seq.; the Maryland Consumer Debt Collection Act., Md. Code Ann., Com. Law §§ 14-201 et seq.; the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 12-101 et seq.; the Maryland Declaratory Judgment Act, Md. Code Ann., Cts. & Jud. Pro. §§ 3-401 et seq.; the Missouri Credit Service Organizations Law, Mo. Ann. Stat. § 407.635 et seq.; negligence; unjust enrichment; and money had and received; and all other statutory, common law, or equitable claims alleging that Continental is a lender, credit services business, or loan assignee, or arising out of or in any way related to Releasees' relationship with the Class Members. This release shall extend only to claims which share the factual predicate of the Complaint consistent with *McAdams v. Robinson*, 26 F.4th 149 (4th Cir. 2022).

- d. "Common Settlement Fund" shall mean the \$5,750,000.00 fund established pursuant to Paragraph 24 below, together with all interest attributed thereto or earned thereon after the Preliminary Approval Date.
- e. "Court" shall mean the United States District Court for the District of Maryland.
- f. "Effective Date" shall mean the earliest of: (i) if no appeal or post-judgment motion is filed, thirty (30) days after the date on which the Court's order or judgment Finally Approving the settlement becomes Final; (ii) the date of the Final Affirmance of any appeal; or (iii) the date of the final dismissal of any appeal. Final Affirmance shall occur on the date that all avenues of appellate relief have either been exhausted or waived without any order having been entered modifying or reversing

the order or judgment that was Finally Approved. Proceedings concerning Continental's petition for *certiorari* in the U.S. Supreme Court shall not affect the Effective Date.

- g. "Final Approval" shall mean that certain Order as entered by the Court finally approving this Settlement, certifying the Settlement Class and dismissing with prejudice all claims raised in the Action consistent with the Settlement.
- h. "Notice of Proposed Class Action Settlement" shall mean the notice to Settlement Class Members approved by the Court in the Preliminary Approval Order.
- i. "Preliminary Approval Date" shall mean the date the Preliminary Approval Order is entered.
- j. "Preliminary Approval Order" shall mean that certain Order entered by the Court, preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the proposed notices to Settlement Class Members.
- k. "Releasees" shall mean Continental, The Bank of Missouri, Celtic Bank, and their respective past and present parents, subsidiaries, successors, and assigns and affiliated entities and all of their past, present and former directors, officers, partners, members, trustees, shareholders, owners, employees, representatives, agents, attorneys, insurers, and assigns.
- l. "Representative Plaintiffs" shall mean Tiffany Johnson and Tracey Crider, the plaintiffs in the above-captioned Litigation.
- m. "Settlement" means this Agreement and any amendments to this Agreement as finally approved by the Court.
- n. "Settlement Class Member" or "Settlement Class Members" shall mean those Persons, either individually or collectively, who fall within the

definition of the Settlement Class, who are listed on the Class Member List produced by Settling Defendant, and who do not elect to opt out of the Settlement Class.

- o. “Settling Defendants” means Defendants Continental Finance Company, LLC and Continental Purchasing, LLC.
- p. The “Term Sheet” refers to the Term Sheet entered into by the Parties and signed on July 18, 2025.

17. **Settlement Class.** Solely for the purpose of this Settlement, the Parties hereby stipulate and agree that this lawsuit is maintainable as a class action under Fed. R. Civ. P. 23(b)(3):

- a. **Class Definition.** The class shall be defined as follows:

All Maryland residents with credit card accounts for credit cards issued by the Bank of Missouri or Celtic Bank and serviced by Continental on or after March 2014, where the borrower made one or more payments on the loan (each, a “Class Member” and each such account, an “Account”).

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

- b. **Class Size.** Continental represents that the class size will not exceed 100,000 Class Members and that Class Members’ average receivables account balance is approximately half of the average balance of the accounts at issue in the settlement agreement associated with *Bailey v. Mercury Financial, Inc.* (D. Md. Case No. 8:23-cv-827 DKC).

- c. **Agreed Settlement-Only Class Certification.** The Settling Defendants and Representative Plaintiffs agree solely for the purpose of this Settlement and its implementation that this Settlement may proceed as a class action and agree to the Class as defined in Paragraph 17.a aboveabove. If the Court fails to give Final Approval or this Agreement otherwise is terminated or cancelled, the Settling Defendants reserve all rights to object to the maintenance of the Litigation as a class

action and any representation or concession made in connection with the Settlement or in this Agreement shall not be considered law of the case or any form of admission, estoppel, or waiver or any evidence whatsoever in this or any other proceeding.

- d. **Class List.** Settling Defendants shall provide to the Settlement Administrator a list of all Settlement Class Members (the “Class List”) within fifteen (15) calendar days following entry of the Preliminary Approval Order. Settling Defendants shall provide a copy of the Class List to Class Counsel. The Class List shall include the following information for each Settlement Class Member: a) name; b) last known mailing address; c) last known E-mail address; and d) social security number. The Class List provided to Class Counsel shall not include social security numbers.
- e. **Class Information.** Settling Defendants will provide a sworn declaration attesting to the membership in the Class and the accuracy of the Class List. Any disagreement regarding the sufficiency of Declaration shall be referred to Judge Grimm for determination.
- f. **CAFA Notices.** Settling Defendants, via the Settlement Administrator, shall serve notices of the settlement on state and federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA Notices”) and shall confirm service to Class Counsel after it is completed. The Settlement Administrator’s charge for sending CAFA Notices shall be paid from the Settlement Fund.

III. PROCEDURES FOR EFFECTUATING SETTLEMENT

18. **Cooperation.** The Representative Plaintiffs and the Settling Defendants agree to cooperate and use their best efforts to obtain Court approval of the Settlement.

19. **Notice Order.** Promptly after execution of this Agreement, the Parties shall file a joint motion for preliminary approval of the Settlement pursuant to Fed. R. Civ. P. 23(e), which shall request that the Court enter the Preliminary Approval Order attached as Exhibit 1.

IV. SETTLEMENT NOTICE AND ADMINISTRATION

20. **Dissemination of Settlement Notices.** As soon as practicable, but no later than thirty (30) calendar days after the Preliminary Approval Date, the Settlement Administrator shall send or cause to be sent by E-mail, or, by first-class United States Mail, or both if possible, to each person on the Class Member List a copy of the E-Mailed or Mailed Settlement Notice (Exhibits 2 and 3). Before distributing the E-Mailed Notices, the Settlement Administrator shall attempt to validate the E-mail addresses for Settlement Class Members provided by Settling Defendants. In addition, before distributing the Mailed Settlement Notices, the Settlement Administrator shall attempt to obtain a physical address update for the Settlement Class Member utilizing a National Change of Address database or other similar service which the Settlement Administrator, in its reasonable discretion, may choose. If a notice is returned with a new forwarding physical address provided by the U.S. Postal Service, the Settlement Administrator will re-mail the notice to the new forwarding physical address. If a notice is returned without a forwarding physical address, the Settlement Administrator shall perform “skip trace” research to attempt to identify the Settlement Class Member’s current physical address and then re-mail the notice to any such new physical 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. All such activity will be shared by the Settlement Administrator with Class Counsel and counsel for the Settling Defendants in a form and frequency agreed to by the Parties. To facilitate the Settlement Administrator’s “skip trace” research, Settling

Defendants will use their reasonably best efforts to provide the Settlement Administrator with the best information available to them.

21. **Settlement Website.** To facilitate the efficient administration of this Settlement, and to promote compensation pursuant to this Settlement, the Settlement Administrator shall establish a Settlement Website – *www.MarylandContinentalSettlement.com* – that enables Settlement Class Members to view and download a long-form notice (attached as Exhibit 4), along with important documents filed in the Litigation, including but not limited to the operative Complaint, the Agreement, the briefs filed in connection with the settlement, and any relevant Orders of the Court. In addition, the Settlement Administrator shall mail long-form notices to Settlement Class Members upon request. The Settlement Administrator shall establish the Settlement Website as soon as practicable but not later than the date that the Settlement Notice is sent or transmitted to the Class consistent with Paragraph 20. The Settlement Administrator shall maintain the Settlement Website, with appropriate updates, until the earlier of: (a) the termination or cancellation of this Agreement; or (b) such time as both the Effective Date has passed and the settlement checks have 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.

22. The Parties agree that the Mailed Class Notice, Claim Form, and Settlement Website will provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Litigation, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about the benefits of the Settlement. The Parties also agree that the dissemination of the Mailed Class Notice and the maintenance of the

Settlement Website in the manner specified in this Agreement and the Preliminary Approval Order satisfies the notice requirements of due process and Fed. R. Civ. P. 23.

23. Within sixty (60) days after the Preliminary Approval Date, the Settlement Administrator shall provide the Parties with a declaration of compliance with this plan of notice, including a statement of the number of persons to whom the Settlement Notice was mailed and, if returned, remailed.

24. **Class Relief.** Settling Defendants jointly and severally agree to pay the sum of \$5,750,000.00 into a Common Settlement Fund as set forth herein.

a. **Deposit of Settlement Fund in Escrow.** Settling Defendants agree to establish the Common Settlement Fund in the amount of \$5,750,000.00. The Common Settlement Fund shall be deposited by Continental via wire-transfer into an interest-bearing escrow account at Fulton Bank or other financial institution designated by Class Counsel within five (5) days following the Preliminary Approval Date. The Common Settlement Fund shall, if deemed necessary by Class Counsel in consultation with the Settlement Administrator, be transferred to an account identified by the Settlement Administrator within seven (7) calendar days following the Effective Date. If the Effective Date does not occur, the Common Settlement Fund (less any Costs of Administration already incurred) shall be returned to Continental via wire transfer within five (5) calendar days of the event that determines that the Effective Date did not occur (e.g., a Court order invalidating the Settlement).

b. **Contribution of the Common Settlement Fund.** In addition to the Costs of Administration paid or payable to the Settlement Administrator (as set forth in Paragraph 10 above), the following adjustments shall be made to and subtracted proportionately from the Common Settlement

Fund with payments to be made within ten (10) calendar days of the Effective Date:

- i. **Attorney's Fees and Expenses.** Class Counsel's costs and expenses of litigation and Class Counsel's attorneys' fees and expenses shall be paid from the Common Settlement Fund in the amount of one-third (1/3) of the Common Settlement Fund, plus expenses, subject to Court approval.
- ii. **Checks to Settlement Class Members.** The Common Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, shall be evenly distributed to Settlement Class Members in accordance with a formula established by Class Counsel. Each Settlement Class Member shall be entitled to one payment from the Settlement Fund per Account held by the Settlement Class Member. Settlement Class Members and any co-borrowers on their account shall be treated as one for the purposes of payments from the Common Settlement Fund.
- iii. **Method of Distribution.** Payment to each member of the Settlement Class shall be in the form of a check issued within thirty (30) days after the Effective Date. Checks shall be issued by the Settlement Administrator and shall be made payable to “[Name of Settlement Class Member(s)].” The Settlement Administrator shall not be required to make multiple payments from the Common Settlement Fund to persons who are jointly entitled to relief under this Settlement, but in such cases, shall make only one payment jointly in the names of such Settlement Class Members. Each check issued to Settlement Class Members pursuant to this Agreement shall be void if not negotiated within one hundred eighty (180) days after its date of issue and shall contain a legend to such effect. Checks

that are not negotiated within one hundred eighty (180) days after their date of issue shall not be reissued.

- iv. **Unclaimed Settlement Payments.** All payments that are unclaimed by Settlement Class Members, including all returned checks and all checks not cashed within one hundred eighty (180) days after the date of issue, shall revert to the Settlement Fund, and be distributed to the *cy pres* recipient(s) as described below.
- v. **Cy Pres.** Any residue of the Common Settlement Fund remaining for any reason, including checks that are not negotiated or are returned and remain undeliverable after 180 days following the mailing of the checks to Class Members, shall form a *cy pres* fund which shall be donated, with the approval of the Court, as follows: a) the first \$20,000.00 shall be donated to the Maryland Volunteer Lawyers Service; b) the next \$20,000.00, if any, shall be donated to the CASH Campaign of Maryland; c) the next \$20,000.00, if any, shall be donated to the National Association for Consumer Advocates; 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 (the “*Cy Pres* Recipient(s)”). The Settlement Administrator shall forward the funds payable to the *Cy Pres* Recipient(s) to the escrow account of Gordon, Wolf & Carney, Chtd., within ten (10) calendar days after all checks distributed to Settlement Class Members under this Agreement which have not been negotiated have expired and are void. Class Counsel shall remit the funds to the *Cy Pres* Recipient(s) on behalf of the Class.

25. **Incentive Payment.** Separate and apart from the Common Settlement Fund the Settling Defendants agree to pay the Representative Plaintiffs

each an incentive payment of \$25,000.00 (for a total of \$50,000 in incentive payments to the two Representative Plaintiffs). Subject to Court approval, the Settling Defendants shall cause the incentive payments to be transferred to the escrow account of Gordon, Wolf & Carney, Chtd. within seven (7) calendar days following Effective Date, provided that Class Counsel has provided wire instructions for such account on or before that date. If Class Counsel has not provided wire instructions by the Effective Date, the Settling Defendants shall cause the incentive payment to be transferred to the escrow account within seven (7) calendar days of receiving such instructions.

26. **Cooperation.** The Settling Defendants and Class Counsel shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Settling Defendants and Class Counsel also shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Agreement.

27. **Mediation.** Any disputes arising between the Parties under this Agreement shall be submitted to the Hon. Paul W. Grimm (Ret.), for mediation and resolution if the Parties cannot reach agreement. If the Parties are unable to reach a resolution of their dispute, Judge Grimm shall make the decision, which shall be final and unappealable.

28. **Release and Dismissal of Petition for Certiorari.** On the Effective Date, and in consideration of the mutual promises in this Agreement, the sufficiency of which is hereby acknowledged, the Representative Plaintiffs and the Settlement Class Members, shall, without the necessity of any action whatsoever, be deemed to have fully, finally, unconditionally, and forever released, relinquished, and discharged the Class's Released Claims, and the Releasees as set forth above. The Parties have submitted a joint letter to the United States Supreme Court regarding the pending petition for a writ of certiorari, which states that the

respondents are withdrawing the waiver of response and that the Parties agree to extend the time for response by 90 days. The Parties agree that the 90-day response deadline for the petition for writ of certiorari will be extended if necessary. Within seven (7) days of the Effective Date, the Settling Defendants shall undertake all actions necessary to dismiss all proceedings concerning the petition for certiorari in the U.S. Supreme Court concerning this litigation, which will be stipulated to by all Parties.

29. Preservation of Collection Actions. In light of (i) the Fourth Circuit’s decision in this case and (ii) Plaintiffs’ position that there is a common and predominating class issue of whether any cardholder agreement exists under Maryland law for purposes of Rule 23(a)(2) and (b)(3), and solely for purposes of this Court-approved settlement and as a compromise of the Representative Plaintiffs’ and the Class’s position that no cardholder agreement exists under Maryland law with Plaintiffs or Class members, the Parties as part of this settlement agree that Plaintiffs and Class members shall waive any defense that the cardholder agreements as a whole do not exist under Maryland law, in consideration of the benefits provided under this settlement. By entering into this Settlement, Plaintiffs and the Class Members expressly accept and agree that the cardholder 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. If the Court does not approve the Settlement, or if the Settlement is otherwise terminated as set forth in the Settlement Agreement, the Parties shall revert to their respective litigation positions as of July 14, 2025, without prejudice to Representative Plaintiffs’ right to assert that no cardholder agreement exists.

V. CONDITIONS OF SETTLEMENT

30. **Opt-Out Option.** Any potential Settlement Class Member may elect to be excluded from this Settlement and from the Class by opting out of the Class. Any potential Settlement Class Member who desires to be excluded from the Class must give written notice to the Settlement Administrator of the election to be excluded on or before the date specified in the Notice of Proposed Class Action Settlement.

31. **Approval of the Court.** This Agreement is subject to receiving approval by the Court. If the Court does not enter a Preliminary Approval Order or grant Final Approval to this Agreement as written in all material respects, or if the Final Approval is not finally upheld after any appeals or remands therefrom in all material respects, then this Agreement shall be cancelled and terminated, unless counsel for all Parties, within ten (10) days from the receipt of a ruling or written notice of circumstances giving rise to termination, agree in writing to extend the ten (10) day period.

32. **Termination of Agreement.** Other than as expressly set forth elsewhere in this Agreement, this Agreement shall be terminable only upon the mutual agreement of the Representative Plaintiffs on the one hand, and the Settling Defendants on the other hand.

33. **Effect of Termination of Agreement.** If this Agreement is terminated or cancelled as set forth herein, the amount in the escrow account as of the date of termination or cancellation, minus any amounts due and owing to the Settlement Administrator for work already completed, shall be returned to Settling Defendants; all of the Parties hereto shall be deemed to have reverted to their respective status as of the date of this Agreement; and they shall proceed in all respects as if this Agreement had not been executed and the related orders had not been entered, preserving in that event all of their respective claims and defenses in the Litigation as of July 14, 2025.

VI. MISCELLANEOUS PROVISIONS

34. **Amendments.** This Agreement may be amended or modified only by a written instrument signed by Class Counsel and the Settling Defendants.

35. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties hereto, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement or its exhibits. Except as otherwise provided herein, each Party shall bear its own costs.

36. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Counsel for the Parties hereto shall exchange among themselves original executed counterparts, and a complete set of original executed counterparts shall be filed with the Court in connection with the motion to approve the settlement.

37. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

38. **Construing Agreement.** This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been drafted initially by counsel for one of the Parties. It is acknowledged that all Parties have contributed substantially to the preparation of this Agreement.

39. **Applicable Law.** All the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and applicable federal law.

40. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or

representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.

41. **Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the Releasees shall be deemed to be intended third-party beneficiaries of this Agreement.

42. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

43. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized attorneys, as of the day and year written below.

Date: August 28, 2025

FOR THE REPRESENTATIVE PLAINTIFF
AND SETTLEMENT CLASS:

By:

/s/Benjamin H. Carney
Benjamin H. Carney, Lead Counsel

FOR CONTINENTAL:

Continental Finance Company,
LLC

By:

John B. Williams III
John B. Williams III, Counsel

Continental Purchasing, LLC

By:

John B. Williams III
John B. Williams III, Counsel

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(SOUTHERN DIVISION)**

TIFFANY JOHNSON,	*
Plaintiff,	*
v.	Civil Action No. 8:22-cv-02001-PX
CONTINENTAL FINANCE COMPANY, LLC, et al.,	*
Defendants.	*
TRACEY CRIDER,	*
Plaintiff,	*
v.	*
CONTINENTAL FINANCE COMPANY, LLC, et al.,	Civil Action No. 8:23-cv-00854-PX (member)
Defendants.	*

* * * * *

**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**

After review and consideration of the proposed Settlement Agreement (the “Agreement”) in this case relating to claims raised by the Plaintiffs, Tiffany Johnson and Tracey Crider (“Representative Plaintiffs”) against Defendants Continental Finance Company, LLC and Continental Purchasing, LLC (“Continental” or “Defendants”), and upon application of the parties 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 pursuant to Fed. R. Civ. P. 23(e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 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 only and without prejudice to Defendants' right to contest class certification in the event that the proposed Settlement is not fully implemented, the Court hereby certifies the following class ("Settlement Class") in accordance with the Agreement, and pursuant to Fed. R. Civ. P. 23(a) & (b)(3) & (e)(1)(B), subject to further consideration thereof at the Settlement Hearing described at Paragraph 16 of this Order:

All Maryland residents with credit card accounts for credit cards issued by the Bank of Missouri or Celtic Bank and serviced by Continental on or after March 2014, where the borrower made one or more payments on the loan (each, a "Class Member" and each such account, an "Account").

4. The Settlement Class excludes all employees or representatives of Continental, and all Court personnel.

5. For settlement purposes only and without prejudice to Defendants' right 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 Fed. R. Civ. P. 23(a) & (b)(3) have been satisfied. In particular, pursuant to the Agreement, and for Settlement purposes only, the Court finds as to the Settlement Class that:

a. As Continental has confirmed in the Agreement that thousands of persons are Settlement Class members, and as Continental has agreed to provide a Class List identifying Settlement Class members, the Class is ascertainable and so numerous that joinder of all members is impracticable (Fed. R. Civ. P. 23(a)(1));

b. There are questions of law or fact common to the Settlement Class, including whether any Cardholder Agreements exist between Continental and Class members, and whether Continental's alleged actions in making consumer loans to Class members of less than \$25,000, or assisting Class

members to obtain such loans, when the borrowers were residents of Maryland, constitutes a violation of the Maryland Consumer Loan Law, Md. Code Ann., Com. Law, § 12-314 (“MCLL”) or the Maryland Credit Services Businesses Act, Md. Code Ann., Com. Law, § 14-1901, because Continental did not have a license required by those statutes (Fed. R. Civ. P. 23(a)(2));

c. The claims of the Representative Plaintiffs are typical of the claims of the Settlement Class that Representative Plaintiffs seek to certify, as Representative Plaintiffs' claims center on the same facts and legal theories which are central to Settlement Class Members' claims (Fed. R. Civ. P. 23(a)(3)); and

d. Representative Plaintiffs and their counsel will protect the interests of the Settlement Class fairly and adequately, as no conflict of interest between the Representative Plaintiffs and the Settlement Class has been shown, and they have retained counsel experienced in class action litigation (Fed. R. Civ. P. 23(a)(4)).

For settlement purposes only and without prejudice to Defendants' right 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 Fed. R. Civ. P. 23(b)(3) are met, as:

a. The questions of law or fact common to Settlement Class Members, and which are relevant for Settlement purposes, predominate over the questions affecting only individual Settlement Class Members, because the lawsuit and Agreement concern, for all Settlement Class Members, the application of the same statutes to the same facts, including materially similar conduct by Continental in making consumer loans to

Representative Plaintiff and each Class member of less than \$25,000 or assisting them to obtain such loans; and

b. Certification of the Class is superior to other available methods for the fair and efficient adjudication of this controversy, because in the absence of class certification, Settlement Class Members would as a practical matter face difficulty in seeking relief for the relatively small individual claims alleged in this lawsuit.

6. The Court finds that class certification is appropriate after considering (A) the interest of members of the class in individually controlling the prosecution of separate actions, (B) the extent and nature of any litigation concerning the controversy already commenced by members of the class, (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, and (D) the difficulties likely to be encountered in the management of a class action. In particular, the Court finds that individual class members do not have an interest in individually controlling the prosecution of separate actions which weighs against class certification, as such individual actions would be impractical; there is no other litigation concerning this controversy already commenced by members of the class; and that the nature of this class certification as for settlement neutralizes any concerns about litigation in a particular forum, and the manageability of a contested class action.

7. For the purpose of this preliminary approval and all matters relating to the Settlement of this Action, and without prejudice to Defendants' right to contest the appointment of Representative Plaintiffs 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, Plaintiffs Tiffany Johnson and Tracey Crider shall be the Representatives of the Class. In addition, the Court appoints the following lawyers as Class Counsel and finds that these counsel meet the requirements of Fed. R. Civ. P. 23(a)(4):

Benjamin H. Carney
Richard S. Gordon
GORDON, WOLF & CARNEY, CHTD.
11350 McCormick Rd.
Executive Plaza 1, Suite 1000
Hunt Valley, MD 21031

Benjamin H. Carney is appointed Lead Counsel for the Class.

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

9. The Parties and the Settlement Administrator are ordered to carry out the Notice plan described in the Agreement, and, as described in the Agreement, Continental shall provide the Class List to the Settlement Administrator within fifteen (15) calendar days of the entry of this Order, and the Settlement Administrator shall disseminate Notice to potential Class Members within thirty (30) calendar days after the Preliminary Approval Date.

10. Notice to potential Class Members in accordance with the provisions of the Agreement and this Order 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 Fed. R. Civ. P. 23 and due process.

11. 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 forty-five (45) calendar days from the Notice Date. 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 and to counsel for Defendant. 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.

12. 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 Class Counsel and Defendant, 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.

13. In order to be deemed a Class Member entitled to participate in the Settlement as set forth in the Agreement, in the event that the Settlement is effected in accordance with all of the terms and conditions thereof, Class Members need not take any affirmative action, but shall not opt-out of, or request exclusion from the Settlement. In order to obtain benefits under the Settlement, including the financial benefits, Class Members need not take any additional action.

14. All other events contemplated under the Agreement to occur after this Order and before the hearing described in paragraph 16 shall be governed by the Agreement to the extent not inconsistent with this Order.

15. Memoranda in support of the Settlement, petitions for attorneys' fees and reimbursement of expenses by Representative Plaintiff's counsel, and requests for any Representative Plaintiff's incentive awards shall be filed with the Clerk of the Court no later than thirty (30) calendar days before the date of the Final Approval Hearing.

16. A hearing (the "Settlement Hearing") shall be held before the undersigned at ____ a.m. on _____, 2025 [100 days or more from the date this Order is signed]

in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770 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.

17. 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 attorney's fees and for reimbursement of expenses by Representative Plaintiff's counsel, or other related matters. Any Settlement Class Member who has not previously opted-out in accordance with the terms above may object by filing an objection in writing with the Clerk of Court no later than forty-five (45) days following the Notice Date. 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 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 objection must be served on Class Counsel and counsel for Defendant at the time it is filed, at the following addresses:

Class Counsel

Benjamin H. Carney
Gordon, Wolf & Carney, Chtd.
11350 McCormick Rd.
Executive Plaza 1, Suite 1000
Hunt Valley, MD 21031

Continental's Counsel

Fredrick S. Levin
Orrick, Herrington & Sutcliffe, LLP
120 Broadway, 4th Floor
Santa Monica, CA 90401

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this paragraph shall not be permitted to object to the approval of the settlement or this Agreement or an award of attorneys' fees or costs by Class Counsel or an incentive award to the Representative Plaintiffs and shall be foreclosed from seeking any review of the settlement or the terms of the Agreement or an Order approving the Settlement by appeal or other means.

18. 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 settling parties, and all Orders issued pursuant to this 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 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.

IT IS SO ORDERED.

Dated: _____, 2025.

Hon. Paula Xinis
United States District Judge

EXHIBIT 2

E-MAIL NOTICE

From: Strategic Claims Services (email address)

To: [Class Member's Email Address]

Subject: Proposed Class Action Settlement in
Johnson v. Continental Finance Company, LLC

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

Why am I receiving this email? You are receiving this email because you have been identified as a Settlement Class Member in a class action lawsuit. In this suit, two Plaintiffs, the Class Representatives, filed lawsuits which are pending in the U.S. District Court for the District of Maryland against companies called Continental Finance Company, LLC and Continental Purchasing, LLC (“Continental”). The lawsuits are consolidated under the title of *Johnson v. Continental Finance Company, LLC, et al.*, Case No. 8:22-cv-02001-PX (lead) (the “Lawsuit”). Continental has agreed to resolve and settle the Lawsuit. A PROPOSED SETTLEMENT OF THE LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.

What Is the Lawsuit About? The Class Representatives claim that Continental made personal loans to consumers in Maryland, each less than \$25,000, when Continental 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 and the Maryland Credit Services Businesses Act, Md. Code Ann., Com. Law § 14-1901.

Why Was this Notice Sent to You? Continental’s records show that you are a Class Member in this case because, at some point after March 2014, you had an account for a credit card issued to you in Maryland by the Bank of Missouri or Celtic Bank and serviced by Continental, and that you made one or more payments on the loan.

What Is the Proposed Settlement? Under the Settlement, Continental has agreed to pay \$5.75 million into a Common Fund for the members of the class (there are as many as 100,000 Class Members). Although the final payment depends upon the final number of Class Members, each Class Member should expect to receive a net payment of between \$30 and \$50. Continental has also agreed to pay incentive payments to the Class Representatives in the amount of \$25,000.00 each, separate and apart from the Common Fund, and Class Counsel will ask the Court to award Class Counsel 1/3 of the common fund for attorney’s fees plus expenses. In return for these benefits, Settlement Class Members who do not exclude themselves or “opt out” will release Continental from all claims which share the factual predicate of the Complaint. Class Members also waive any defense that the cardholder agreements as a whole do not exist under Maryland law. The full text of the release can be viewed in the Settlement Agreement at www.MarylandContinentalSettlement.com.

What Do I Need to Do Now? Because your rights may be affected, you have the choice of two options to make now: **1) Do Nothing:** If you are a Class Member and wish to take part in the settlement, you do not need to do anything. Staying in the class means you will share in the settlement, but you can’t sue, continue to sue, or be part of any lawsuit against Continental about the legal issues in this case; or **2) Exclude Yourself or Object:** If you wish to opt out of this settlement or object to this settlement, you must opt out or object from the Settlement no later than [DATE]. Unless you opt out, 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 Continental about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

Where Can I Get More Information? You can obtain a detailed notice about the Lawsuit by visiting www.MarylandContinentalSettlement.com. If you wish to communicate with one of the lawyers appointed by the Court to represent all of the consumers in this case, you may do so by calling 410-825-2300, or by writing to: Gordon, Wolf & Carney, Chtd., 11350 McCormick Road, Executive Plaza 1, Suite 1000, Hunt Valley, Maryland 21031.

If I have a Question, Should I Contact the Court for Information? PLEASE DO 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, 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.

EXHIBIT 3

c/o Strategic Claims Services
P.O. Box 230
600 N Jackson Street, Suite 205
Media, PA 19063

**THIS IS NOT JUNK
MAIL.
THIS NOTICE
PROVIDES
IMPORTANT
INFORMATION
ABOUT YOUR
LEGAL RIGHTS IN
CONNECTION
WITH A CLASS
ACTION
SETTLEMENT.**

Mail ID: _____

Class Member Name
Street Address
City, MD Zipcode

Why am I receiving this notice? You are receiving this notice because you have been identified as a Settlement Class Member in a class action lawsuit. In this suit, two Plaintiff Class Representatives, filed lawsuits which are pending in the U.S. District Court for the District of Maryland against the companies called Continental Finance Company, LLC and Continental Purchasing, LLC ("Continental"). The lawsuits are consolidated under the title of *Johnson v. Continental Finance Company, LLC, et al.*, Case No. 8:22-cv-02001-PX (lead) (the "Lawsuit"). Continental has agreed to resolve and

Settle the Lawsuit. A PROPOSED SETTLEMENT OF THE LAWSUIT MAY AFFECT YOUR LEGAL RIGHTS.
What Is the Lawsuit About? The Class Representatives claim that Continental made personal loans to consumers in Maryland, each less than \$25,000,

when Continental did not have a license which Plaintiff alleges it was required to have under the Maryland Consumer Loan Law, Md. Code Ann., Com. Law § 14-1901.

Why Was this Notice Sent to You? Continental's records show that you are a Class Member in this case because, at some point after March 2014, you had an account for a credit card issued to you in Maryland by the Bank of Missouri or Celtic Bank and serviced by Continental, and that you made one or more payments on the loan.

What Is the Proposed Settlement? Under the Settlement, Continental has agreed to pay \$5.75 million into a Common Fund for the members of the class (there are as many as [00,000 Class Members]). Although the final payment depends upon the final number of Class Members, each Class Member should

Continental has also agreed to pay incentive payments to the Class Representatives in the amount of \$30 and \$50. Continental has also agreed to pay incentive payments to the Class Representatives in the amount of \$25,000.00 each, separate and apart from the Common Fund, and Class Counsel will ask the Court to award Class Counsel 1/3 of the common fund for attorney's fees plus expenses. In return for these benefits, Settlement Class Members who do not exclude themselves or "opt out" will release Continental from all claims which share the factual predicate of the Complaint. Class Members also waive any defense that the cardholder agreements as a whole do not exist under Maryland law. The full text of the release can be viewed in the Settlement Agreement at www.MarylandAndContinentalSettlement.com.

What Do I Need to Do Now? Because your rights may be affected, you have the choice of two options to make now: **1) Do Nothing**, if you are a Class Member and wish to take part in the settlement, you do not need to do anything. Staying in the class means you will share in the settlement, but you can't sue, continue to sue, or be part of any lawsuit against Continental about the legal issues in this case; or **2) Exclude Yourself or Object**: If you wish to opt out of this settlement or object to this settlement, you must opt out or object from the Settlement no later than [DATE]. Unless you opt out, you are part of the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Continental about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

it also means that an or the court's orders will apply to you and legally binds you.

DO NOT CONTACT THE COURT DIRECTLY. The Court cannot provide legal advice or any opinion regarding the laws or procedures of the Commonwealth or any opinion on proposed settlement. Access to the Court docket is available for a fee at pacers.mscourts.gov or through computers at the Clerk's Office, 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.

EXHIBIT 4

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

If, at any point from March 2014 to the present, you had an account for a credit card issued to you in Maryland by the Bank of Missouri or Celtic Bank and serviced by Continental Finance Company, LLC or Continental Purchasing, LLC (“Continental”), 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, Continental agreed to resolve a lawsuit alleging that Continental 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 and the Maryland Credit Services Businesses Act, Md. Code Ann., Com. Law, § 14-1901.
- The proposed class action settlement avoids costs and risks of continuing the lawsuit, pays money to Settlement Class Members, and releases Continental from liability to Class Members.
- Under the proposed settlement, Continental 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, Continental 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, Continental has agreed to pay the Class Representatives each an incentive payment of \$25,000 in addition to the Settlement Fund, subject to Court Approval.
- The two sides disagree on whether a class action could have been maintained, whether Continental did anything wrong, and how much money was at stake.
- Details of the background of the lawsuit against Continental, as well as specifics regarding the proposed settlement can be found at www.MarylandContinentalSettlement.com.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

- **If you are a Settlement Class Member, your legal rights are affected whether you act, or don't act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	If you do nothing, you will remain a member of the Class and receive a payment from the Settlement Fund.
Exclude Yourself	Get no settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against Continental about the legal claims in this case.
Object	If you have any objection to the settlement, you may write to the Court about why you don't like the settlement.
Go to a Hearing	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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3-4

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT? PAGE 4-5

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
7. I'm still not sure if I am included.
8. What am I giving up to stay in the settlement?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

THE SETTLEMENT BENEFITS – WHAT YOU GET**PAGE 5-6**

9. What Does the Settlement Provide
 - A. Each Class Member Will Receive a Settlement Check
 - B. Incentive Payment for Class Representative
 - C. Remain Funds/Cy Pres
10. Can I receive more than one Settlement Check?

How You Receive A Settlement Check**PAGE 6**

11. Do I need to file a Claim?
12. What am I giving up by staying in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT**PAGE 6-7**

13. How do I get out of the settlement?
14. If I don't exclude myself, can I sue Continental later?
15. If I exclude myself, can I get benefits from this settlement?

THE LAWYERS REPRESENTING YOU**PAGE 7-8**

16. Do I have a lawyer in the case?
17. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....**PAGE 8-9**

18. How do I tell the Court that I don't like the settlement?
19. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING.....**PAGE 9-10**

20. When and where will the Court decide whether to approve the settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

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23. What happens if I do nothing at all?

GETTING MORE INFORMATION**PAGE 10**

24. Are there more details about the lawsuit and proposed settlement?
25. If I have a question, should I contact the Court for information?

BASIC INFORMATION

1. Why did I get this Notice?

You received this notice because Continental's records show that, at some point after March 2014, you had an account for a credit card issued to you in Maryland by the Bank of Missouri or Celtic Bank and serviced by Continental, and that you made one or more payments on the loan.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

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.

The Court in charge of the case is the U.S. District Court for the District of Maryland, and the case is known as *Johnson v. Continental Finance Company, LLC*, Case No. 8:22-cv-02001-PX (lead).

2. What is this lawsuit about?

The Lawsuit alleges that Continental made personal loans to consumers in Maryland, each less than \$25,000, when Continental 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 and the Maryland Credit Services Businesses Act, Md. Code Ann., Com. Law § 14-1901.

3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case Tiffany Johnson and Tracey Crider), 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 Class Representatives or Continental on the merits of the Class Representatives' claims. The Class Representatives think the Class could have recovered a substantial amount if the Class won at trial, and requested a return of all payments made by Class members. 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 Representatives and their 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):

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

All Maryland residents with credit card accounts for credit cards issued by the Bank of Missouri or Celtic Bank and serviced by Continental on or after March 2014, where the borrower made one or more payments on the loan (each, a “Class Member” and each such account, an “Account”).

6. Are there exceptions to being included?

Excluded from the class are all employees or representatives of Continental, 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 1-800-XXX-XXXX or visit www.MarylandContinentalSettlement.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 Continental, 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 Continental 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 Continental 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.MarylandContinentalSettlement.com. Staying in the settlement 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 Who Can Be Found Will Be Sent a Settlement Check

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

Continental has 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, Continental advises that there may be as many as 100,000 Class Members. If that is the case, you should expect to receive a net Settlement Check of approximately \$30 (per Class Member after deducting out attorney’s fees and the expenses incurred in administering the Settlement). If 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 \$50 (per Class Member).

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

B. Incentive Payment for Class Representative

Continental has agreed to pay, in addition to the Settlement Fund, incentive payments of \$25,000.00 to each of the Representative Plaintiffs, Tiffany Johnson and Tracey Crider, subject to Court approval. The incentive fees are intended to compensate the Class Representatives for 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 \$20,000.00 shall be donated to the Maryland Volunteer Lawyers Service; b) the next \$20,000.00, if any, shall be donated to the CASH Campaign of Maryland; c) the next \$20,000.00, if any, shall be donated to the National Association for Consumer Advocates; 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.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

How You Receive A Settlement Check

11. Do I need to file a 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 [DATE], 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.

12. What am I giving up by staying 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 Continental 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 Continental, 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 *Johnson v. Continental Finance Co., 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 [DATE], 2025 to:

Continental (Maryland) Settlement - Exclusions
c/o Settlement Administrator
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.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

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

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

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 Benjamin H. Carney (Lead Counsel) and Richard S. Gordon (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 attorneys 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.

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 and settling 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?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

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 *Johnson v. Continental Finance Company, LLC*, Case No. 8:22-cv-02001-PX (lead). 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 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 the foregoing paragraph 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 [DATE], 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	Benjamin H. Camey, Esq. Gordon, Wolf & Camey, Chtd. 11350 McCormick Rd. Executive Plaza 1, Suite 1000 Hunt Valley, MD 21031	Fredrick S. Levin, Esq. Orick, Herrington & Sutcliffe LLP 120 Broadway, 4th Floor Santa Monica, CA 90401

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?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE,
OR VISIT www.MarylandContinentalSettlement.com

The Court is scheduled to hold a Fairness Hearing at ____ a.m./p.m. on [DATE], 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 1-800-XXX-XXXX. 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.

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 *Johnson v. Continental Finance Company, LLC*, Case No. 8:22-cv-02001-PX (lead)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [DATE], 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 Continental 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

QUESTIONS? CALL 1-866-274-4004 TOLL FREE,
OR VISIT **www.MarylandContinentalSettlement.com**

Administrator. You can also call 1-800-XXX-XXXX toll free; write to Continental (Maryland) Settlement, c/o Settlement Administrator, P.O. Box 230, 600 N Jackson Street, Suite 205, Media, PA 19063; or visit the website at www.MarylandContinentalSettlement.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.

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: [DATE], 2025

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