

**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
	*	(lead)
CONTINENTAL FINANCE COMPANY, LLC, <i>et al.</i> ,	*	
Defendants.	*	
*		
TRACEY CRIDER,	*	
Plaintiff,	*	
v.	*	Civil Action No. 8:23-cv-00854-PX
	*	(member)
CONTINENTAL FINANCE COMPANY, LLC, <i>et al.</i> ,	*	
Defendants.	*	
*		

* * * * *

**Final Order Approving Settlement and
Certifying Settlement Class**

Upon review and consideration of the Settlement Agreement (ECF No. 73-2) (the “Settlement Agreement”) by and between the Representative Plaintiffs Tiffany Johnson and Tracey Crider (acting individually and on behalf of the Settlement Class defined below) and Defendants Continental Finance Company, LLC and Continental Purchasing, LLC (“Continental”), and after review of the memoranda and arguments of counsel,

IT IS HEREBY ORDERED and adjudged as follows:

1. This Court certified the following Class (the “Settlement Class”) in this case, by Order entered on December 9, 2025:

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[”]).

ECF No. 76 (“Preliminary Approval Order”) ¶ 3. Excluded from the class are all employees or representatives of Continental, and all Court personnel. *Id.*

2. Pursuant to Fed. R. Civ. P. 23, and as discussed below, the Court approves the settlement of this action, as embodied in the terms of the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable, and adequate and in the best interest of the Settlement Class members in light of the factual, legal, practical and procedural considerations raised by this case. The Settlement Agreement is the product of good faith arms-length negotiations by the Parties, each of whom was represented by experienced counsel. The relief provided for the Class in the Settlement is adequate and the proposal treats Class members equitably relative to each other. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement), is hereby adopted as an Order of this Court, and becomes part of the final judgment in this action. In the event of a conflict between the text of this Order and the text of the Settlement Agreement, the text of the Settlement Agreement shall prevail.

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

4. The Court finds that the notices disseminated pursuant to the Preliminary Approval Order were in compliance with the Preliminary Approval Order and constituted the best notice practicable under the circumstances and satisfy the requirements of due process and Fed. R. Civ. P. 23. The Court further finds that all persons identified on the Class List who have not opted out fall within the Class definition above.

5. The persons who have timely opted out of the Settlement Class, as reflected by the Settlement Administrator's Declaration of March 25, 2026 are not Settlement Class members.

6. The Court finds that pursuant to the Settlement Agreement, and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Defendant Continental timely served notices of the settlement on state and federal regulatory authorities on September 5, 2025.

7. The Court appoints Tiffany Johnson and Tracey Crider as the Class Representatives of the Settlement Class and finds that each of them meets the adequacy requirements of Fed. R. Civ. P. 23(a)(4).

8. The Court appoints the following lawyers as Class Counsel for the Settlement Class and finds that these counsel meet the adequacy requirements of Fed. R. Civ. P. 23(a)(4):

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

Benjamin Carney is hereby appointed as Lead Counsel for the Class.

9. The Court further finds, and for settlement purposes only, that all the requirements for class certification are met in this case.

(a) The Class Certification Requirements of Fed. R. Civ. P. 23(a)

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

i. Ascertainability, and Fed. R. Civ. P. 23(a)(1) (Numerosity). As Continental has confirmed in the Agreement

that thousands of persons are Settlement Class members, and as has provided 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));

ii. Fed. R. Civ. P. 23(a)(2)(Commonality). There are questions of law or fact common to the Settlement Class, including whether Continental's alleged actions in making consumer loans to Class members of less than \$25,000, when the borrowers were residents of Maryland, constitutes a violation of the Maryland Consumer Loan Law, Md. Code Ann., Com. Law, § 12-314 ("MCLL") because Continental did not have a license under the MCLL (Fed. R. Civ. P. 23(a)(2));

iii. Fed. R. Civ. P. 23(a)(3) (Typicality). 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

iv. Fed. R. Civ. P. 23(a)(4) (Adequacy). 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)).

B. Class Certification Requirements of Fed. R. Civ. P. 23(b)(3)

Pursuant to the Agreement, and for settlement purposes only, the Court finds that the prerequisites of Fed. R. Civ. P. 23(b)(3) are met, as:

i. 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; and

ii. 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.

10. The Court finds that settlement 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.

11. The Fed. R. Civ. P. 23(e) Requirements

The Court finds that the Settlement is fair, reasonable, and adequate considering the factors listed in Fed. R. Civ. P. 23(e)(2).

i. **Fed. R. Civ. P. 23(e)(2)(A)(adequate representation):**

The Court finds that both Representative Plaintiffs and Class Counsel adequately represented the Settlement Class in this case. Class Counsel vigorously litigated the case and arrived at the proposed Settlement only after extensive research into the applicable law and factual issues and after multiple intensive mediations and negotiations including the exchange of information, facilitated by the parties' mediators, the Honorable William Connelly (Ret.) and the Honorable Paul Grimm (Ret.). The Court finds that Representative Plaintiffs actively cooperated with Class Counsel and saw this case through to settlement. Thus, the Court finds that the requirement of adequate representation under Fed. R. Civ. P. 23(e)(2)(A) is satisfied.

ii. **Fed. R. Civ. P. 23(e)(2)(B)(arms-length negotiation):**

The Court finds that the Parties participated in intensive mediation and negotiations supervised by Judge Connelly and Judge Grimm, including multiple mediation sessions and negotiations involving mutual give and take and competing demands and responses. Thus, the Court finds that the requirement of arms-length negotiation under Fed. R. Civ. P. 23(e)(2)(B) is satisfied.

iii. **Fed. R. Civ. P. 23(e)(2)(C)(adequate relief):** This Court

finds that the relief provided to the Class is adequate considering: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). This Court finds that had this case proceeded to trial Plaintiffs and the class would have faced risk, incurred extensive costs and experienced significant delay in recovery. This Court finds that the distribution and claims process is adequate as it prescribes a pro rata distribution of the common settlement fund. This Court also finds that the requested attorney's fee award of one-third of the Common Fund is reasonable considering Class Counsel's work and the significant benefit obtained for the Settlement Class under the Settlement Agreement. This Court finds that there were no Rule 23(e)(3) agreements in this case. Thus, the Court finds that the requirement of adequate relief under Fed. R. Civ. P. 23(e)(2)(C) is satisfied.

iv. **Fed. R. Civ. P. 23(e)(2)(D)(Class members treated equally)**: This Court finds that the Settlement Agreement treats class members equitably relative to each other. All Settlement Class members are entitled to an equal payment. Thus, the Court finds that the requirement of equal treatment under Fed. R. Civ. P. 23(e)(2)(D) is satisfied.

12. After due consideration of the state of proceedings and the posture of the case at the time settlement was proposed; the circumstances surrounding settlement negotiations; the experience of counsel; the relative strength of Representative Plaintiffs' case on the merits; the existence of difficulties of proof and defenses Representative

Plaintiffs would be likely to encounter if the case went to trial; the anticipated duration and expense of additional litigation; the solvency of Defendants and the likelihood of recovery on a litigated judgment; the degree of opposition to the settlement and opt-outs from the settlement by Settlement Class members; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this Court finds that the settlement is fair, adequate, and reasonable. Accordingly, the Settlement Agreement is approved and shall govern all issues regarding the settlement and all rights of the Parties to this settlement, including Settlement Class members. Each Settlement Class member shall be bound by the Agreement, including the releases in the Settlement Agreement.

13. The Parties are hereby ORDERED promptly to carry out their respective obligations under the Settlement Agreement, and the Settlement Administrator is hereby DIRECTED to make payments to those Settlement Class members entitled to monetary payments under the Settlement Agreement consistent with the terms of the Settlement Agreement.

14. The Motion for Award of Attorney's Fees and Costs to Class Counsel at ECF No. 79 is GRANTED. In accordance with ¶ 24(b)(i) of the Settlement Agreement, within ten (10) calendar days after the Effective Date, the Settlement Administrator shall transfer from the Common Fund to the Trust Account of Gordon, Wolf & Carney Chtd. attorney's fees in the amount of one-third (1/3) of the Settlement Fund, in accordance with the Settlement Agreement.

15. The Motion for Approval of Incentive Award to the Representative Plaintiff at ECF No. 78 is GRANTED. In accordance with ¶ 25 of the Settlement Agreement, within seven (7) calendar days after the Effective Date, as defined in the Settlement Agreement, Continental shall cause two incentive payments of \$25,000 (a total of \$50,000) to be transferred to the escrow account of Gordon, Wolf & Carney,

