

**UNPUBLISHED**UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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**No. 23-2133**

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ANGELITA BAILEY, On Her Own Behalf and on Behalf of All Others Similarly  
Situated,

Plaintiff – Appellee,

v.

MERCURY FINANCIAL, LLC,

Defendant – Appellant.

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PUBLIC JUSTICE,

Amicus Supporting Appellee.

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Appeal from the United States District Court for the District of Maryland, at Greenbelt.  
Deborah K. Chasanow, Senior District Judge. (8:23-cv-00827-DKC)

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Submitted: November 6, 2024

Decided: March 11, 2025

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Before WILKINSON, NIEMEYER, and WYNN, Circuit Judges.

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Affirmed by unpublished per curiam opinion. Judge Niemeyer wrote a dissenting opinion.

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**ON BRIEF:** Matthew A. Fitzgerald, Bryan A. Fratkin, Katherine E. Lehn, MCGUIREWOODS LLP, Richmond, Virginia, for Appellant. Richard S. Gordon, Benjamin H. Carney, GORDON, WOLF & CARNEY, CHTD., Hunt Valley, Maryland, for Appellee. Leah M. Nicholls, PUBLIC JUSTICE, Washington, D.C., for Amicus Curiae.

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Unpublished opinions are not binding precedent in this circuit.

## PER CURIAM:

In this appeal, Mercury Financial challenges the district court's denial of its motion to compel arbitration. The district court held that an arbitration clause contained within a credit card contract did not bind the parties because it was illusory. Mercury contends that the arbitrator, not the court, should have decided the issue of contract formation and that the district court erred in holding the arbitration agreement illusory under Maryland law. We considered and rejected these same arguments in *Johnson v. Continental Finance Co.*, No. 23-2047 (4th Cir. 2025). For the reasons stated in that case, we affirm the district court's judgment.

*AFFIRMED*

NIEMEYER, Circuit Judge, dissenting:

I respectfully dissent for the reasons I gave in my separate opinion in *Johnson v. Continental Finance Co.*, No. 23-2047 (4th Cir. 2025).