



In The Circuit Court  
For The Seventh Judicial Circuit of Illinois  
Sangamon County, Springfield, Illinois

## PROOF OF SERVICE

JOHN PICKETT

VS

Case No: 2023 LA 000208

TOWN AND COUNTRY BANK

The undersigned certifies that service of the foregoing, together with a copy of the :  
Docket Entry Dated 7/09/2024  
Order dated 7/9/24

referred to herein, was made by enclosing a true copy thereof in an envelope plainly addressed

WILLIAM PORTERFIELD  
200 W. MADISON ST.  
SUITE 3900  
CHICAGO, IL 60606

and depositing the same in the U. S. Mail postage pre-paid on July 09, 2024



  
CIRCUIT CLERK

BY: MB

DEPUTY CLERK



IN THE CIRCUIT COURT OF THE 7<sup>TH</sup> JUDICIAL CIRCUIT  
SANGAMON COUNTY, ILLINOIS

**FILED**

JUL 09 2024

JOHN PICKETT, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

TOWN AND COUNTRY BANK,

Defendant.

*Joseph B. Prael*

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Clerk of the  
Circuit Court

Case No. 2023LA000208

**PRELIMINARY APPROVAL ORDER**

Plaintiff, John Pickett, and Defendant, Town & Country Bank n/k/a Heartland Bank & Trust Company, have entered into a proposed Class Action Settlement Agreement (the "Settlement"). Plaintiff has moved the Court to certify the Settlement Class under 735 ILCS 5/2-801; to grant preliminary approval to the Settlement under 735 ILCS 5/2-806; to approve the form and method for giving notice of the proposed Settlement to the Settlement Class; and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in the above-captioned case (the "Parties").

the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

6. The Court approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. The Court appoints KCC Class Action Services, LLC, as Settlement Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement. Subject to approval of invoices by Class Counsel, the Settlement Administrator is authorized to be paid for services as provided in the Settlement.

7. A final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at 10:30 a.m. o'clock, on January 8, 2025, at the Sangamon County Courthouse, 200 S. 9th Street, Springfield, IL 62701, or via Zoom video or teleconference, Meeting ID: 269 739 8957; Password: 903784, for the purpose of: (a) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees and expenses and any service awards from the Settlement Fund. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

8. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. If the Class Member or his or her Counsel wishes to speak at the Final Approval Hearing, he or she comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

10. Any Class Member who does not make his or her objection known in the manner provided in the Settlement Agreement and Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by

any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

13. Not more than ten (10) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel a Notice of Settlement Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Agreement, and Class Counsel shall promptly file the list with the Court.

14. Prior to the Final Approval Hearing, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representative and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement.

**SO ORDERED.**

Dated: 7-9-2024

  
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Judge, Circuit Court

Clerk to forward copy to counsel.