

IN THE CIRCUIT COURT OF THE 7TH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS

FILED

MAR 07 2025

Joseph B. Roedel Clerk of the
Circuit Court ²

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

Plaintiff,

v.

Case No. 2023LA000208

TOWN AND COUNTRY BANK,

Defendant.

FINAL APPROVAL ORDER

WHEREAS, Plaintiff, John Pickett, and Defendant, Town & Country Bank n/k/a Heartland Bank & Trust Company, entered into the Class Action Settlement Agreement (“Settlement Agreement”);

WHEREAS, this Court previously entered the Preliminary Approval order, which certified, for settlement and notice purposes only, the following class (the “Class”):

All citizens of Illinois who had a personal checking account with Defendant and who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is February 1, 2013 through February 1, 2023, and Challenged Fees means \$32.83 overdraft fees on one-time non-PIN based debit card transactions that authorized into a positive available balance but that later posted into a negative available balance (“APSN Fees”).

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to the members of the Settlement Class, directing that appropriate

notice of the Settlement Agreement be given to the Settlement Class, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) the Settlement Administrator caused the Notice to be emailed and/or mailed by United States First Class Mail to all known members of the Class; and (2) the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the members of the Settlement Class who submitted valid requests for exclusion from the Class;

WHEREAS, on March 7, 2025, ~~2024~~, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the "Final Approval Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel ~~and Counsel for Defendant~~ ^{held}, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the Lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. The Class Representative and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement.

5. The Settlement is the product of good faith, arm’s-length negotiations by the Class Representative and Class Counsel, and Defendant and Defendant’s Counsel, and the Class and Defendant were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of the applicable rules and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Class Representative, the Class, Class Counsel, Defendant, and Defendant’s Counsel to effectuate the Settlement according to its terms.

8. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement

Fund set forth in the Settlement Agreement, and the method and recipients for receipt of any Residual Funds, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

9. The Court shall have continuing jurisdiction over the Settlement Fund.

10. Upon the occurrence of the Effective Date of the Settlement Agreement, the Class Representative and the Class Members release and forever discharge Defendant and all of its past, present, and future parents, members, officers, directors, employees, attorneys, volunteers, subsidiaries, affiliates, divisions, predecessors, successors, contractors, representatives, assigns, insurers, and agents (the "Released Parties") from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the facts, allegations, and claims asserted, or which could have been asserted, relating to the Challenged Fees and/or this lawsuit. The release shall not extend to any claims by Class Members for bodily injury or under the Servicemembers Civil Relief Act.

11. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the forgoing, nothing in this Order shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding

debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue by governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

12. The above-captioned lawsuit is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party except as provided in the Settlement and Court order.

13. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court retains jurisdiction over the Settlement, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 3-7-2025



Judge, Circuit Court