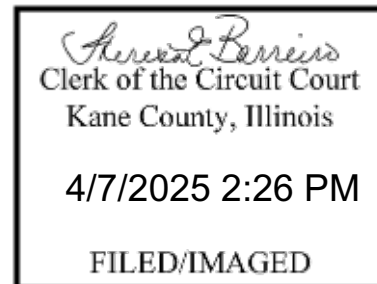


**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**

ERIC ROBERTS, on behalf of)
Himself and all others similarly situated,)
)
Plaintiff,)
)
v.) No. 2021 MR 2148
)
OLD SECOND BANCORP, INC. d/b/a)
OLD SECOND NATIONAL BANK)
)
Defendant.)



**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Eric Roberts (“Named Plaintiff”), having made an unopposed motion for preliminary approval of class action settlement between the settlement Class, represented by the Named Plaintiff as the class representative, seeks the following (1) approval of the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) conditional certification of the settlement Class; (3) appointment of Named Plaintiff as the class representative for the provisionally certified Class; (4) appointment of Amanda J. Rosenberg, Jeffrey D. Kaliel, and Sophia G. Gold of Kaliel Gold PLLC, James Vlahakis of Vlahakis Law Group LLC, and David M. Berger, Shawn Judge, and Mark Troutman of Gibbs Law Group LLP as Class Counsel for the provisionally certified settlement Class; (5) approval of the form and content of the Notices to the settlement Class and direct the Settlement Administrator to disseminate Notice to the settlement Class; (6) establishment of the Bar Date to Opt Out of and the Date to Object to the Settlement; and (7) the scheduling of the Final Approval Hearing Date.

The Court will not recite the terms of the Agreement or Notice Program but refers to and incorporates them herein. Based upon the Agreement and the record and the proceedings herein, it appears to the Court upon preliminary examination that the Agreement is fair, reasonable, just,

and adequate; that the Notice and plan for giving Notice constitute the best practicable means of notifying the Class of the action; that absent Class Members' interests have been adequately represented; that the proceedings to date and as contemplated by the Agreement have afforded and will afford absent Class Members all of the requisite protections of due process; and that a final hearing should be held, after notice has been given to the Class, to determine whether the Settlement is fair, reasonable, and just, and whether final judgment should be entered in the action based upon the Agreement.

The Court further concludes that the Notice and proceedings contemplated by the Agreement are fair and reasonable. The Notice fairly describes the action, the terms and conditions of the Agreement generally, and the absent Class Members' rights and how they are to be exercised.

It is hereby **ORDERED** that:

1. The proposed Agreement, including all exhibits attached thereto, is within the range of that which may be approved as sufficiently fair, reasonable, and adequate to warrant notice and a fairness hearing for final determination by the Court. Unless otherwise defined herein, all capitalized terms in this Preliminary Approval/Notice Order have the same meaning as the meaning described in the Agreement.

2. For settlement purposes only, and contingent upon the Agreement being finally approved, the Court finds that the captioned case is maintainable as a class action and that the Named Plaintiff is designated as class representative on behalf of the Class as defined below:

All Illinois citizens who, between February 1, 2012, to December 31, 2021, were Old Second checking accountholders that were charged APPSN Fees on transactions that were authorized into a positive available balance.

3. Subject to final approval of the Agreement, as such terms are defined in the Agreement, and the entry of final judgment, and for settlement purposes only, the Court finds that the prerequisites of 735 ILCS 5/2-801, *et seq.* are met and hereby certifies the foregoing defined Class as a damages class pursuant to 735 ILCS 5/2-801, *et seq.* If such final approval of the Settlement is not granted, or if final judgment as contemplated herein is not entered, this order of certification shall be vacated, and the Parties shall be restored without prejudice to their respective litigation positions prior to the date of this Preliminary Approval/Notice Order.

4. The Agreement is adopted by the Court and made a part of this Preliminary Approval/Notice Order as if fully set out herein.

5. Named Plaintiff is appointed as the class representative for the provisionally certified Class.

6. Amanda J. Rosenberg, Jeffrey D. Kalien, and Sophia G. Gold of Kalien Gold PLLC, James Vlahakis of Vlahakis Law Group LLC, and David M. Berger, Shawn Judge, and Mark Troutman of Gibbs Law Group LLP are appointed as Class Counsel for the provisionally certified settlement Class.

7. The Court also hereby approves the Parties' selection of Verita as the Settlement Administrator for the purpose of disseminating the Notice and administering the Settlement.

8. The proposed plan for providing Notice contained in the Agreement is approved. The Court finds that the manner and content of notice specified in the Agreement and in Exhibits A and B attached to the Agreement provide the best practicable notice to members of the settlement Class and satisfies the requirements of due process. Further, the form of the proposed Notice submitted to the Court for approval is hereby approved, and it is hereby ordered that the Notice shall be sent to persons within the Class via email or U.S. mail, following the procedures set forth

in the Agreement. This Notice will provide Class Members with the opportunity to request exclusion from the settlement Class. Such opt out rights may be exercised only individually by a Class member, and not by any other person in a representative capacity.

9. The proposed plan of administering the Settlement as set forth in the Agreement is hereby approved.

10. Any person falling within the definition of the settlement Class may, upon request, be excluded or opt out of from the settlement Class. In the event a Class Member wishes to be excluded from the Settlement and not be bound by this Agreement, that person must sign and send a letter by mail to the Settlement Administrator, postmarked on or before the Bar Date to Opt Out, as specified in the Notice, indicating the Class Member's intent to opt-out. The Notice shall include the procedure for settlement Class Members to opt-out of the settlement Class. Any settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of the Agreement. If an account has more than one accountholder, and if one accountholder excludes himself or herself from the Settlement, then all accountholders on that account shall be deemed to have opt-ed out of the Settlement with respect to that account, and no accountholder shall be entitled to an Individual Payment.

11. Any person falling within the definition of the settlement Class may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Each settlement Class Member who wishes to object to any term of this Settlement must do so in writing by timely mailing a written objection to the Settlement Administrator and Class Counsel to the addresses listed in the Notice. Any such objection must be postmarked on or before the Bar Date to Object, as specified in the Notice. Any such objection must contain: (a) the name of the cases; (b) the objector's name, address, telephone number, the last four digits of the objector's account number or former account

number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case; (c) a statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; (d) a statement indicating whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number; (e) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (f) the objector's signature or the signature of the objector's legally authorized representative. Any objection that fails to satisfy the above requirements, or that is not timely submitted, will be disregarded by the Court and deemed to have been waived, and the settlement Class Member asserting such objection shall be bound by the final determination of the Court.

12. If the proposed Settlement as provided in the Agreement is not given preliminary approval by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Agreement, or the Agreement is terminated pursuant to the terms of the Agreement or order of this Court, the Agreement and all orders entered in connection with it including, but not limited to this Preliminary Approval/Notice Order, shall become null and void and shall be of no further force and effect, and shall not be used in either case or in any other action or proceeding for any purpose. In such event, the Parties shall be restored to their respective positions in each case as they existed as of the date of the execution of the Agreement.

13. The Court hereby sets the following schedule of events:

Event	Deadline
Notice Program Complete	June 3, 2025
Motion for Attorneys' Fees, Costs, and Service Awards	June 17, 2025

Bar Date to Opt-Out	July 3, 2025
Bar Date to Object	July 3, 2025
Motion for Final Approval	July 17, 2025

14. **The Final Approval Hearing is scheduled for August 1, 2025, at 10:00 a.m.,** before this Court at the Sixteenth Judicial Circuit, Kane County Courthouse at 100 S. Third St., Geneva, Illinois 60134, to determine whether the proposed Settlement of these actions, as set forth in the Agreement, is fair, reasonable, and adequate and should be finally approved. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Agreement.

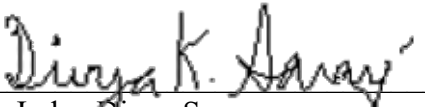
15. Pending final determination of whether the Agreement shall be approved, the Named Plaintiff and Class Members are hereby enjoined and prohibited from prosecuting in any state or federal court, any pending action or filing any new action, either directly or indirectly, individually, representatively, or in any capacity, asserting any claims against any of the other Parties arising out of or relating to the subject matter of these actions.

16. All discovery and other pretrial proceedings in this case are stayed and suspended except such actions as may be necessary to implement the Agreement and this Preliminary Approval/Notice Order.

17. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminary approved herein and the related orders of this Court.

18. The Parties are hereby directed to carry out their obligations under the Agreement.

IT IS SO ORDERED.


Hon. Judge Divya Sarang
/s/ Divya Sarang 4/7/2025 2:24:51 pm

This 7th day of April 2025.