

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO**

LINDSEY GARCIA, LARRY BENNER, and
MICHAEL LUNGO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

MIDLAND STATES BANK,

Defendant.

Case No. 2022-LA-0000104

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs Lindsey Garcia, Larry Benner, and Michael Lungo ("Plaintiffs") have submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on March 20, 2025, the Court entered the Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement under 735 ILCS 5/2-806; (2) determined that the proposed Settlement Classes meet the requirements of 735 ILCS 5/2-801 for settlement purposes only and should be certified for settlement purposes only; (3) appointed Plaintiffs as Class Representatives for the Settlement Classes; (4) appointed Lynn Toops of Cohen & Malad, LLP, Sophia Gold of Kaliel Gold PLLC, Jonathan Streisfeld of Kopelowitz Ostrow P.A., and Marty Schubert of Stranch, Jennings & Garvey PLLC as Class Counsel for the Settlement Classes; (5) approved the form and manner of the Notice Program; and (6) set the Final Approval Hearing;

WHEREAS, thereafter, Notice was provided to the Settlement Class Members in accordance with the Court's Preliminary Approval Order by direct Email Notice or Postcard

Notice, and the Long Form Notice was available to Settlement Class Members on the Settlement Website and on request to the Settlement Administrator;

WHEREAS, on October 15, 2025 at 9:45 a.m., this Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider the requests for an award of Class Counsel's attorneys' fees and costs and Service Awards to the Class Representatives;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Actions, and being otherwise fully advised,

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Notice provided to the Settlement Classes in compliance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and the matters set forth therein, to all persons entitled to notice. The Notice Program fully satisfies all applicable requirements of law, including, but not limited to, 735 ILCS 5/2-803 and the constitutional requirement of Due Process.

2. The Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Classes, highlighted by evidence that (a) the substantial relief afforded under the Settlement in the form of a \$3,125,000.00 cash Settlement Fund representing over half of Settlement Class Members' maximum potential damages balanced against the strength of Plaintiffs' case; (b) the risks inherent in litigation, including prosecuting a class action through trial; (c) the Class Representatives and Class Counsel have adequately represented the Settlement Classes and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement; (d) the Settlement was negotiated at arm's length

among competent, able counsel with the assistance of a qualified mediator; and (e) the Parties engaged in sufficient discovery to adequately weigh the benefits of settlement against further litigation. The Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

3. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and in the best interest of the Settlement Classes, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

4. All Parties to these Actions, and all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

5. The appointment of Plaintiffs Lindsey Garcia, Larry Benner, and Michael Lungo as Class Representatives is affirmed.

6. The appointment of Lynn Toops of Cohen & Malad, LLP, Sophia Gold of KalieGold PLLC, Jonathan Streisfeld of Kopelowitz Ostrow P.A., and Marty Schubert of Stranch, Jennings & Garvey PLLC as Class Counsel is affirmed.

7. The Court affirms the finding that the Settlement Classes meet the relevant requirements of 735 ILCS 5/2-801 for purposes of the Settlement only in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (4) the Class Representatives' claims are typical of the claims of the Settlement Class Members; (5) the Class Representatives are adequate representatives for the Settlement Classes, and have retained experienced counsel to represent them; and (6) a class action

is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. Judgment shall be, and hereby is, entered dismissing the Actions with prejudice, on the merits, and without taxation of costs in favor of or against any Party.

9. The Releasing Parties, in exchange for the relief described in the Settlement, hereby fully and irrevocably release and forever discharge the Released Parties of and from the Released Claims as of the Effective Date. The Released Claims are dismissed with prejudice and released regardless of whether these claims are known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent.

10. If Residual Funds remain after the first distribution of Settlement Class Member Payments, those funds shall be distributed in the same manner as the first distribution, to Settlement Class Members who received an Account credit or cashed a check in the first distribution, if the average amount of a such a second distribution would be greater than \$5.00 after deducting the costs of the second distribution. If the average amount of a second distribution would be equal to or less than \$5.00, or if a second distribution has already been performed and Residual Funds still remain, the Settlement Administrator must distribute the Residual Funds pursuant to 735 ICLS 5/2-807(a) to Land of Lincoln Legal Aid as the sole *cy pres* recipient.

11. The Court hereby decrees that neither the Settlement, nor this Final Approval Order, nor the fact of the Settlement, is an admission or concession by the Defendant or Released Parties of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Final Approval Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Actions. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant or the Released Parties in any proceeding, other than

such proceedings as may be necessary to consummate or enforce the Agreement or to support a defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

12. The Court finds that Class Counsel is experienced in complex litigation and has prosecuted this case diligently and competently. They have done so on a contingent basis, meaning that they bore the risk of never being compensated for their efforts had the litigation been resolved in Defendant's favor. In addition, in prosecuting this action, Class Counsel advanced the usual costs and expenses involved in litigation as specified in the Motion for Final Approval, which again they risked never being reimbursed for had the Actions been resolved in favor of Defendant. This case was of a complex nature, involving novel issues relating to banking practices and processes along with specialized procedural issues such as class certification. Both Class Counsel and Defendant's Counsel are skilled lawyers in their respective specialties, and the Settlement is the result of arm's-length negotiations between skilled adversaries with the assistance of a third-party neutral mediator.

13. The Class Representatives were also integral to attaining the benefits achieved for absent Class Members, for without them, there would be no case and therefore, no settlement. The Class Representatives participated in the litigation and expended time to acquire the benefits of the Settlement for thousands of other Accountholders who were not required to exert any efforts or stay apprised of the litigation.

14. Before the Court are the requests that, from the Settlement Fund, and in recognition of the substantial benefits provided by the Settlement, Class Counsel be awarded attorneys' fees and costs; that the Settlement Administrator be awarded Settlement Administration Costs; and that

the Class Representatives be granted Service Awards.

15. The Court finds that under the percentage-of-the-recovery method under the common fund doctrine, a fee award of \$1,041,666.66, which represents 33.3% of the Settlement Fund, is appropriate, fair, proper, and reasonable. Specifically, as set forth in the accompanying Memorandum, the following factors all favor awarding the requested fee: the risks of continued litigation, the novelty and complexity of the case, the significant benefit conferred, and the skill and experience of Class Counsel. The 33.3% fee amount is also consistent with fees customarily awarded to Class Counsel and in similar bank fee litigation across the country.

16. Likewise, the Court finds that reimbursement to Class Counsel of costs in the amount of \$26,893.96 is warranted, as those expenses are reasonable litigation expenses.

17. Similarly, the Court authorizes the payment of the Settlement Administration Costs.

18. Finally, the Court finds that payment of Service Awards in the amount of \$10,000 for each Class Representative is fair and reasonable and promotes the public policy of encouraging individuals to undertake the responsibility of representative lawsuits for the benefit of the public. The Class Representatives participated in the litigation and achieved an exceptional result for the Settlement Classes, which justifies the requested amount.

19. The Court hereby retains and reserves jurisdiction for the sole purpose of administering, supervising, construing, and enforcing this Agreement in accordance with its terms.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Actions shall return to their statuses immediately prior to execution of the Agreement.

21. The Court adjudges that the Class Representatives and all Settlement Class Members shall be bound by this Final Approval Order.

22. There being no just reason for delay, this Final Approval Order disposes of all remaining issues herein and is a final judgment.

IT IS SO ORDERED.

Dated:

Honorable Judge Lisa Fabiano
Circuit Court of the 17th Circuit,
Winnebago County, Illinois