

**IN THE CIRCUIT COURT
TENTH JUDICIAL CIRCUIT
TAZEWELL COUNTY, ILLINOIS**

DANTE WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MORTON COMMUNITY BANK,

Defendant.

Case No. 2024 -LA-000026

FILED

June 10, 2026

TAZEWELL COUNTY CIRCUIT CLERK
TENTH JUDICIAL CIRCUIT OF ILLINOIS

FINAL APPROVAL ORDER

WHEREAS, Plaintiff Dante Williams and Defendant Morton Community Bank entered into a class action Settlement Agreement and Release (the “Settlement”);

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

All Illinois Accountholders who, from April 11, 2014, through August 31, 2022, were assessed Retry Fees on a Morton Community Bank account. Excluded from the Settlement Class are: Defendant, its parents, subsidiaries, affiliates, officers and directors; all customers who make a timely election to opt-out; and all judges assigned to this litigation and their immediate family members.

“Retry Fee” means a fee assessed on an item that was previously returned for insufficient funds, assessed an NSF Fee, re-presented, and assessed additional NSF Fee(s) or an OD Fee.

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 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 June 10, 2026, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class and on whether the requests for attorneys' fees, expenses, and service award from the Settlement Fund should be approved (the "Final Approval Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, 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. Class Counsel has moved for payment from the Settlement Fund of attorneys' fees of \$79,333.33 (one-third of the fund) to Class Counsel, reimbursement of \$1,953.12 in litigation expenses to Class Counsel, and a service award of \$5,000 to the Class Representative Dante Williams. The Court finds that these requested payments are fair and reasonable and approves the payments in full. The Settlement Administrator is directed to make these payments in accordance with the terms of the Settlement.

10. The Court shall have continued jurisdiction over the Settlement Fund.

11. As of the Effective Date, Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from the Released Claims.

12. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against any of the Released Parties in any forum, action, or proceeding of any kind.

13. 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.

14. 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.

SO ORDERED.

Dated:

6/10/2026



Judge, Circuit Court of the 10th Circuit,
Tazewell County, Illinois