

**IN THE CIRCUIT COURT FOR THE FIRST JUDICIAL CIRCUIT
WILLIAMSON COUNTY, ILLINOIS**

ANGELA SYKES, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

BANTERRA BANK,

Defendant.

Case No.: 2022 LA 14

FILED

NOV 30 2023

JUSTIN MAZE
CLERK OF THE CIRCUIT COURT

RICK A. CAMPBELL and STEPHANIE
CAMPBELL, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

BANTERRA BANK,

Defendant.

Case No.: 2022 LA 33

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having held a Final Approval Hearing on November 30, 2023, notice of the Final Approval Hearing having been duly given in accordance with this Court's Order (1) Conditionally Certifying A Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, And (4) Setting Final Approval Hearing (the "Preliminary Approval Order"), and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement and Release and its exhibits (the "Agreement"), as well as the definitions contained therein, are incorporated by reference in this Order. The terms of

1. The Settlement Agreement and Release and its exhibits (the “Agreement”), as well as the definitions contained therein, are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

1. The Agreement, including all exhibits attached thereto, is within the range of that that may be approved as sufficiently fair, reasonable, and adequate to warrant notice and a fairness hearing for final determination by the Court.

2. This Court has jurisdiction over the subject matter of this litigation and over the Parties, including all members of the Classes certified for settlement purposes in this Court’s Preliminary Approval Order.

3. The Court finds that these actions are maintainable as a class action under 735 ILCS 5/2-801 and that the Named Plaintiffs have been designated as class representatives on behalf of the Classes as defined below:

For the Sykes case: All Illinois citizens who, between January 1, 2015 to April 1, 2020, were Banterra checking account holders that were charged APPSN Fees on transactions that were authorized into a positive available balance.

For the Campbell case: All Illinois citizens who, between January 1, 2015 to August 24, 2022, were Banterra checking account holders that were charged Retry Fees on the same item.

4. The Court finds that the prerequisites of 735 ILCS 5/2-801, *et seq.* are met and hereby certifies the foregoing defined Classes as damages classes pursuant to 735 ILCS 5/2-801, *et seq.* The Settlement Classes described in paragraph 3 above are therefore hereby finally certified, solely for purposes of effectuating the Settlement and this Order and Final Judgment.

5. Sophia Gold of Kaliel Gold PLLC, David Cates of The Cates Law Firm, LLC, and David Berger of Gibbs Law Group LLP were previously appointed as Class Counsel.

6. The Court also previously approved the appointment of Kroll as the Settlement Administrator.

7. The Court previously found that the manner and content of notice specified in the Agreement and its exhibits provided the best practicable notice to members of the Settlement Classes and satisfied the requirements of due process. Further, such Notice has been provided as ordered.

8. The Court hereby finds and concludes that the Class Notice program fully satisfies both Illinois law and the requirements of due process and constitutes the best notice practicable under the circumstances. The Court further finds that the Notice Program provided individual notice to all Class Members who could be identified through reasonable effort and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

9. There were no objections to the Settlement and no opt-outs from the Classes.

10. The strength of Plaintiffs' case balanced against the risks of litigation supports granting final approval of the Settlement. The final approval papers adequately recognized the inherent uncertainty surrounding the claims and defenses at issues in the captioned cases. The Settlement thus provides a pragmatic and guaranteed significant recovery to the Classes.

11. Banterra possesses the ability to fund the proposed Settlement on the agreed-upon timetable, which will provide prompt relief to the Class Members, but does not possess unlimited funds to necessarily fund a notably larger recovery. In addition, the inherent uncertainty of the future does not guarantee that if the litigation were to continue and Plaintiffs were to prevail at trial, Banterra would at that point have sufficient resources to fund the relief recovered.

12. Plaintiffs are confident in their claims while Defendant is confident in its defenses. The Parties recognize, however, that the substantial risks involved in litigating two complex class actions through trial cannot be disregarded. The Settlement, which provides Class Members with substantial, guaranteed, and immediate recovery that would typically take several years of continued litigation and significant expense to possibly achieve, is the best vehicle to efficiently resolve the consolidated actions and afford the Parties certainty and more immediate closure.

13. No Class Member objected to the Settlement, and no potential Class Member opted out of the Settlement. The apparent reaction of the Settlement Classes has been overwhelmingly positive.

14. The Settlement is the result of arm's length, intense negotiations before a neutral third-party mediator. There has been no suggestion or evidence of collusion.

15. The Court notes the experience of Class Counsel in complex litigation generally, and in bank fee cases in particular, and credits their informed opinion that the \$920,000.00 monetary Value of the Settlement is an excellent result for the Settlement Classes in light of the circumstances that exist here, including the inherent risks involved in this litigation.

16. The Court recognizes that the Parties engaged in significant information exchange in connection with settlement negotiations so that the Parties could adequately evaluate the claims and their positions.

17. The Court finds that the Settlement's terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with Illinois law and directs its consummation pursuant to its terms and conditions. The plan of administering the Settlement as set forth in the Agreement is hereby approved.

18. The Parties and Settlement Class Members are bound by the terms and conditions of the Agreement. For the benefit of the Parties and the Classes and to protect this Court's jurisdiction, the Court retains continuing jurisdiction over the Settlement to ensure the effectuation thereof in accordance with the Agreement approved herein and the related orders of this Court.

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

20. Upon the Effective Date of the Settlement, Plaintiffs and each and every one of the Settlement Class Members shall be deemed to have released the Released Parties from the Released Claims as provided in the Agreement.


21. The Agreement (including, without limitation, its exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, of any liability or wrongdoing, by Banterra Bank, or of the truth of any of the claims asserted by Plaintiffs, and evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the captioned cases or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order, and/or this Order.

22. The Clerk of the Court is directed to enter this Order on the docket forthwith and to terminate this matter upon the docket records of this Court.

23. If an appeal, writ proceeding, or other challenge is filed as to this Final Approval Order, and if thereafter the Final Approval Order is not ultimately upheld, all orders entered, stipulations made and releases delivered in connection herewith, or in the Settlement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Settlement.

24. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement.

IT IS SO ORDERED.



Hon. Judge Goffinett

This 30 day of November, 2023.