

**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

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

**~~PROPOSED~~ ORDER GRANTING JOINT MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Angela Sykes, Rick A. Campbell, and Stephanie Campbell (“Named Plaintiffs”) and Defendant Banterra Bank (“Defendant” or “Banterra”) (together with Named Plaintiffs, the “Parties”), having made a joint motion for preliminary approval of class action settlement between the settlement Classes, represented by the Named Plaintiffs as the class representatives and Defendant (the “Agreement”); conditional certification of the settlement Classes; approval of the form and content of the Notices to the settlement Classes and direct the Settlement Administrator to disseminate Notice to the settlement Classes; appoint Sophia Gold of Kaliel Gold PPLC, David Cates of The Cates Law Firm, LLC, and David Berger of Gibbs Law Group LLP as Class Counsel

for the provisionally certified settlement Classes; establish the Bar Date to Opt Out of / Bar Date to Object to the Settlement; and schedule 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 Classes 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 Classes, 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 these actions are maintainable as a class action, and that the Named Plaintiffs are 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 accountholders 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 accountholders that were charged Retry Fees on the same item.

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 Classes as damages classes 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, 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. Sophia Gold of Kaliel Gold PLLC, David Cates of The Cates Law Firm, LLC, and David Berger of Gibbs Law Group LLP are appointed as Class Counsel.

6. The Court also hereby approves the appointment of Kroll as the Settlement Administrator for the purpose of disseminating the Notice and administering the Settlement.

7. The proposed plan of 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 thereto provide the best practicable notice to members of the settlement Classes

and satisfies the requirements of due process. Further, 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 Classes 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 Classes. Such opt out rights may be exercised only individually by a Class member, and not by any other person in a representative capacity.

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

9. Any person falling within the definition of the settlement Classes may, upon request, be excluded or opt out of from the settlement Classes. 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 Classes. 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.

10. Any person falling within the definition of the settlement Classes 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.

11. 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.

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

Event	Deadline
<b>Notice Program Complete</b>	September 11, 2023
<b>Bar Date to Opt-Out</b>	October 11, 2023 (30 days after completion of Notice Program)
<b>Bar Date to Object</b>	October 11, 2023 (30 days after completion of Notice Program)
<b>Motion for Attorneys' Fees, Costs, and Service Awards</b>	September 25, 2023 (14 days after completion of Notice Program)
<b>Motion for Final Approval</b>	October 25, 2023 (44 days after completion of Notice Program)

13. The Final Approval Hearing is scheduled for November 30, 2023 at 1:30 p.m., before this Court at First Judicial Circuit, Williamson County at 200 W Jefferson St., Marion, Illinois 62959, 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. The hearing will be held in a hybrid online and in-person setting. After the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Agreement.

14. Pending final determination of whether the Agreement shall be approved, the Named Plaintiffs 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.

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

16. For the benefit of the Classes 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.

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

**IT IS SO ORDERED.**

7/12/2023

\_\_\_\_\_  
Hon. Judge C

A handwritten signature in blue ink, appearing to be "Hon. Judge C", written over the signature line.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

# EXHIBIT A



## **Exhibit A – Email and Postcard Notice**

*Rick A. Campbell and Stephanie Campbell v. Banterra Bank*  
(Case No. 2022-LA-33)

and

*Angela Sykes v. Banterra Bank*  
(Case No. 2022-LA-14)

### **CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT, WILLIAMSON COUNTY STATE OF ILLINOIS**

#### **NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT**

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT  
MAY AFFECT YOUR RIGHTS!**

Para una notificación en Español, llamar 1-xxx-xxx-xxxx o visit [WEBSITE].

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH BANTERRA  
BANK (“DEFENDANT”) AND YOU WERE CHARGED CERTAIN FEES  
BETWEEN JANUARY 1, 2015, AND AUGUST 24, 2022, THEN YOU MAY  
BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois, has  
authorized this Notice; it is not a solicitation from a lawyer.

You may be a member of the settlement class in *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* and/or *Angela Sykes v. Banterra Bank*, in which Named Plaintiffs allege that Defendant Banterra Bank (“Defendant”) unlawfully assessed Retry Fees between January 1, 2015, and August 24, 2022, and assessed APPSN Fees between January 1, 2015, and April 1, 2020. Retry Fees means overdraft and/or returned item fees that were charged and not refunded for Automated Clearing House (ACH), check, and e-check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds. APPSN Fees means overdraft fees that were charged and not refunded from January 1, 2015, to April 1, 2020 on debit card transactions where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account. If you are a Class Member and if the settlement is approved, then you may be entitled to receive a cash payment from the \$920,000.00 Settlement Fund.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on [INSERT DATE]. At that hearing, the Court will consider whether to grant final approval of the settlement and whether to approve payment from the Settlement Fund of up to \$5,000.00 to

each Named Plaintiff for their services on behalf of the Classes, up to one-third of the value of the settlement as attorneys' fees, reimbursement of costs incurred by the attorneys, and payment of the Settlement Administrator's estimated costs. If the Court grants Final Approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the settlement. In exchange, Defendant has agreed to issue a credit to your account if you are a current customer or a cash payment to you if you are no longer a customer.

**To obtain a long form class notice and other important documents, please visit [INSERT WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].**

*If you do not want to participate in this settlement—which means you do not want to receive a credit or cash payment and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than [PARTIES TO INSERT DATE]. If you want to object to this settlement, you may object by submitting an objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].*

# **EXHIBIT B**

## **Exhibit B – Long Form Notice**

*Rick A. Campbell and Stephanie Campbell v. Banterra Bank*  
(Case No. 2022-LA-33)

and

*Angela Sykes v. Banterra Bank*  
(Case No. 2022-LA-14)

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BETWEEN JANUARY 1, 2015, AND AUGUST 24, 2022, THEN YOU MAY  
BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT**

The Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois, has  
authorized this Notice; it is not a solicitation from a lawyer.

<b>SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION</b>	
<b>DO NOTHING</b>	If you don’t do anything and the settlement is approved, you may be sent a payment from the Settlement Fund or, if you are an existing Banterra customer, you may receive a credit on one or more of your accounts so long as you do not opt out of or exclude yourself from the settlement (described in the next box).

<b>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</b>	You can choose to exclude yourself from the settlement or “opt out.” This means you choose not to participate in the settlement. You will keep your individual claims against Defendant, but you will not receive a payment. If you exclude yourself from the settlement but want to recover against Defendant, you will have to file a separate lawsuit or claim.
<b>OBJECT TO THE SETTLEMENT</b>	You must mail an objection to the Settlement Administrator, explaining why you believe the Court should reject the settlement. If the settlement is approved, then you may be sent a payment and you will not be able to sue Defendant for the claims asserted in this litigation.

These rights and options – ***and the deadlines to exercise them*** – along with the material terms of the settlement are explained in this Notice.

### **BASIC INFORMATION**

#### **1. What is this lawsuit about?**

The lawsuits being settled are entitled *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* (Case No. 2022-LA-33) and *Angela Sykes v. Banterra Bank* (Case No. 2022-LA-14) in the Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois. The cases are “class actions.” That means that the “Named Plaintiffs,” Rick A. Campbell, Stephanie Campbell, and Angela Sykes, are individuals who are acting on behalf of current and former customers who were assessed Retry Fees between January 1, 2015, and August 24, 2022, and assessed APPSN Fees between January 1, 2015, and April 1, 2020. Retry Fees means overdraft and/or returned item fees that were charged and not refunded for Automated Clearing House (ACH), check, and e-check transactions that were re-submitted by a merchant after being returned by Defendant for insufficient funds. APPSN Fees means overdraft fees that were charged and not refunded from January 1, 2015, to April 1, 2020 on debit card transactions where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance at the time the transaction was presented to Defendant for payment and posted to a customer’s account. Named Plaintiffs claim Banterra Bank breached its account agreement and violated the Illinois Consumer Fraud and Deceptive Business Practice Act by assessing wrongful Retry Fees and APPSN Fees.

Defendant does not deny it charged the fees Named Plaintiffs are complaining about, but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant therefore denies that its practices give rise to claims for damages by Named Plaintiffs or any Class Members.

#### **2. Why did I receive this Notice of this lawsuit?**

You received an Email Notice or Postcard Notice because Defendant's records indicate that you were charged one or more Retry Fees and/or APPSN Fees. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to them before the Court decides whether to approve the settlement.

### **3. Why did the Parties settle?**

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is Named Plaintiffs' and their lawyers' job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, Named Plaintiffs' lawyers, known as Class Counsel, make this recommendation to Named Plaintiffs. Named Plaintiffs have the duty to act in the best interests of the classes and, in this case, it is their belief, as well as Class Counsel's opinion, that this settlement is in the best interests of all Class Members.

In Class Counsel's opinion, there is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess Retry Fees and/or APPSN Fees. And even if it was contractually wrong to assess these fees, there is uncertainty about whether Named Plaintiffs' claims are subject to other defenses that might result in no or less recovery to Class Members. Even if Named Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, and based on Class Counsel's experience, the Class Members will avoid these and other risks and the delays associated with continued litigation.

Although Defendant disputes the allegations in *Campbell* and *Sykes* and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

## **WHO IS IN THE SETTLEMENT?**

### **4. How do I know if I am part of the Settlement?**

If you received an Email Notice or Postcard Notice, then Defendant's records indicate that you are a Class Member who may be entitled to receive a payment or credit to your account.

## **YOUR OPTIONS**

### **5. What options do I have with respect to the Settlement?**

You have three options: (1) exclude yourself from the settlement ("opt out" of it); or participate in the settlement by (2) doing nothing or (3) objecting to the settlement. Each of these options is described in a separate section below.

**6. What are the critical deadlines?**

There is no deadline to receive settlement benefits. If you do nothing and the settlement is approved, then you may receive a payment after approval.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is [REDACTED].

The deadline for sending a letter to the Settlement Administrator to object to the settlement is also [REDACTED].

**7. How do I decide which option to choose?**

If you do not wish to participate in the settlement and be sent payment from the settlement and be bound by the release, then you should opt out. Likewise, if you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate, you can object to the settlement terms. The Court will consider timely objections. The Court will decide whether to approve the settlement and the award of attorneys' fees, litigation costs, a service award, and administrative costs. If the Court decides not to approve the settlement, then the settlement will be void and no payments will be issued pursuant to its terms. If the Court approves the settlement, whether or not it grants the requests for attorneys' fees, litigation costs, a service award, or administrative costs in full, then you may still be sent a payment and you will be bound by the Settlement, including the release of claims.

If you want to participate in the settlement, then you don't have to do anything; you may be sent a payment if the settlement is approved by the Court.

**8. What has to happen for the Settlement to be approved?**

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why you received a Notice. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for [REDACTED] in the Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois, located at 3111 Williamson County Pkwy, Marion, IL 62959. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\[REDACTED\]](http://www.[REDACTED]).

**THE SETTLEMENT PAYMENT****9. How much is the Settlement?**

Defendant has agreed to create a Settlement Fund of \$920,000.00 for the classes. As discussed separately below, attorneys' fees of up to one-third of the value of the settlement, litigation costs, the service award of \$5,000.00 for each Named Plaintiff, and the costs paid to a third-party Settlement Administrator to administer the settlement (including sending the Postcard Notices and Email Notices) will be paid out of the Settlement Fund. Once the requested disbursements are approved from the Settlement Fund, the Net Settlement Fund will be divided among all Class Members as follows and based on formulas described in the Settlement Agreement.

**10. How much of the Settlement Fund will be used to pay for attorneys' fees and costs?**

Class Counsel will request an attorney fee be awarded by the Court of not more than one-third of the value of the settlement and will request that it be reimbursed for litigation costs incurred in prosecuting the *Campbell* and *Sykes* cases. Class Counsel will file the motion to make this request with the Court no later than [REDACTED], 2023. The Court will decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the cases on a contingency basis, the amount of time spent on the cases, the amount of costs incurred to prosecute the cases, the quality of the work, and the outcome of the cases.

You can access this motion by visiting [www.\[REDACTED\]](http://www.[REDACTED]).

**11. How much of the settlement fund will be used to pay Named Plaintiffs' Service Awards?**

Class Counsel will request that each Named Plaintiff be paid a service award in the amount of \$5,000.00 for their work in connection with either the *Campbell* or *Sykes* cases. The service awards must be approved by the Court. Class Counsel will file the application for this request with the Court no later than [REDACTED], 2023.

You can access this motion by visiting [www.\[REDACTED\]](http://www.[REDACTED]).

**12. How much will my payment be?**

The balance of the Settlement Fund after attorneys' fees and costs, the service awards, and the Settlement Administrator's fees, also known as the Net Settlement Fund, will be divided among all Class Members.

**13. Do I have to do anything if I want to participate in the Settlement?**

No. If you received this Notice, then you may be entitled to receive a payment without having to make a claim, unless you choose to exclude yourself from the settlement, or "opt out."

**14. When will I receive my payment?**

The Court will hold a Fairness Hearing on [REDACTED], 2023, in the Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois, which is located at 3111 Williamson County Pkwy, Marion, IL 62959, to consider whether the settlement should be approved. If the



settlement is approved by the Court and you are eligible for a payment, you may receive either a check or a credit to your account approximately forty-five (45) days after this hearing. However, if there is an appeal, payments may be delayed.

**15. How will I be sent my payment?**

Current customers of Defendant will be sent a credit to their accounts for the amount they are entitled to receive.

Former customers of Defendant will be sent a check from the Settlement Administrator. The check will be sent to the address used to provide Postcard Notice of the settlement, or at such other address as designated by the Class Member. Checks must be cashed within 180 days.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**16. How do I exclude myself from the settlement?**

If you do not wish to participate in the settlement and be bound by the release, and you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* and *Angela Sykes v. Banterra Bank* class actions.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt out request must be postmarked by [REDACTED], and sent to:

Rick A. Campbell and Stephanie Campbell v. Banterra Bank  
and

Angela Sykes v. Banterra Bank

Attn:

**ADDRESS OF THE SETTLEMENT ADMINISTRATOR**

**17. What does it mean to be bound by the release?**

By choosing not to opt-out of the Settlement Agreement, you will remain a Class Member, and as such will be bound to a release. That means you will release any claims you may have against Defendant that arise out of and/or relate to the facts and claims alleged in the *Campbell* Complaint and *Sykes* Complaint filed in these actions. Put differently, participating in the settlement means that you will not be able to sue the Defendant in the future for such claims.

Additional details as well as a more extensive list of parties related to the Defendant who will be released as part of the settlement regarding the scope of the release can be found in Section 13 of the Settlement Agreement.

**18. What happens if I opt out of the settlement?**

If you opt out of the settlement, you will preserve and not give up any of your rights to sue Defendant for the claims released in the *Campbell* and *Sykes* cases if the settlement is approved. However, you will not be entitled to receive a payment from this settlement for paid Retry Fees and/or APPSN Fees.

**19. If I exclude myself, can I obtain a payment?**

No. If you exclude yourself, you will not be entitled to a payment from this settlement.

**OBJECTING TO THE SETTLEMENT**

**20. How do I notify the Court if I do not like the settlement?**

You can object to the settlement or any part of it that you do not like **IF** you do not exclude yourself, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you **must** send a written document by mail or private courier (e.g., Federal Express) to the Settlement Administrator and Class Counsel at the addresses below. Your objection must include the following:

- The names of the cases, which are *Rick A. Campbell and Stephanie Campbell v. Banterra Bank* (Case No. 2022-LA-33) and *Angela Sykes v. Banterra Bank* (Case No. 2022-LA-14), Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois;
- The objector's name, address, telephone number, the last four digits of their member number or former member number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case who may be entitled to compensation for any reason related to the objection;
- 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;
- A statement as to 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;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- The objector's signature or the signature of the objector's legally authorized representative.

All objections must be post-marked no later than [REDACTED], and must be mailed to the Settlement Administrator and Class Counsel as follows:

<b>SETTLEMENT ADMINSTRATOR</b>	<b>CLASS COUNSEL</b>
<i>Rick A. Campbell and Stephanie Campbell</i> <i>v. Banterra Bank and Angela Sykes v. Banterra</i> <i>Bank Settlement Administrator</i> Attn: <b>ADDRESS OF THE SETTLEMENT</b> <b>ADMINISTRATOR</b>	David Cates <b>THE CATES LAW FIRM</b> 216 W Pointe Dr Ste A Swansea, IL 62226-8313
	Jeffrey Kaliei Sophia Gold Amanda Rosenberg <b>KALIEL GOLD PLLC</b> 1100 15th Street NW, 4th Floor Washington, DC 20005  David Berger Tayler Walters <b>GIBBS LAW GROUP LLP</b> 1111 Broadway, Suite 2100 Oakland, CA 94607

**21. What is the difference between objecting and requesting exclusion from the settlement?**

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the classes, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment for paid Retry Fees and/or APPSN Fees if the settlement is approved, but you will be bound by the release of claims you might have against Defendant if the settlement is approved. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment for paid Retry Fees and/or APPSN Fees, or release claims you might have against Defendant for the claims alleged in the *Campbell* and *Sykes* lawsuits.

**22. What happens if I object to the settlement?**

The Court will consider the objection. If the Court sustains your objection, or the objection of any other Class Member, then there may be no settlement; provided, however, that an objection to Class Counsel's requested attorneys' fees and costs or to the requested service award amount, may result in approval of the settlement but the award of a lower attorneys' fee and cost amount or lower service awards. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement. If the Court approves the settlement, then the objector will participate in the settlement. If the Court does not approve the settlement, then there is no settlement.

### **THE COURT'S FAIRNESS HEARING**

**23. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval or Fairness Hearing at \_\_\_\_ on \_\_\_\_\_, 2023 in the Circuit Court of the First Judicial Circuit, Williamson County, State of Illinois, which is located at 3111 Williamson County Pkwy, Marion, IL 62959. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the service awards to the Named Plaintiffs.

**24. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\\_\\_\\_\\_\\_](http://www._____.).

**25. May I speak at the hearing?**

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 20 above, a statement showing that you intend to appear at the Final Approval Hearing. A statement substantively similar to "I intend to appear at the Final Approval Hearing" will be sufficient. The Court will consider your objection even if you do not appear. The hearing may be virtual, in which case the instructions to participate shall be posted on the website at [www.\\_\\_\\_\\_\\_](http://www._____.).

### **THE LAWYERS REPRESENTING YOU**

**26. Do I have a lawyer in this case?**

The Court ordered that the lawyers and their law firms referred to in this notice as "Class Counsel" will represent you and the other Class Members. However, you may retain a lawyer to represent you at your own expense.

**27. Do I have to pay the lawyer for accomplishing this result?**

No. Class Counsel will request payment directly from the Settlement Fund for the legal services provided to accomplish the settlement for Class Members' benefit. Class Counsels' award of attorneys' fees and costs is deducted from the Settlement Fund, reducing that amount in calculating the Net Settlement Fund that Class Members will be sent.

**28. Who determines what the attorneys' fees will be?**

The Court will be asked to approve the amount of attorneys' fees at the Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above no later than [REDACTED], 2023. You can access this application by visiting [www.\[REDACTED\]](http://www.[REDACTED]).

### GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the Settlement Agreement, which can be viewed/obtained online at [WEBSITE]. For additional information about the settlement and/or to obtain copies of the Settlement Agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

*Rick A. Campbell and Stephanie Campbell v. Banterra Bank*  
and  
*Angela Sykes v. Banterra Bank*  
Settlement Administrator  
Attn:

For more information you also can contact the Class Counsel as follows:

David Cates  
**THE CATES LAW FIRM**  
216 W Pointe Dr Ste A  
Swansea IL 62226-8313  
Telephone: (618) 277-3644  
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tlw@classlawgroup.com

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF  
DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***



# Signature Certificate

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**Signer****Timestamp****Signature****Angela Sykes**

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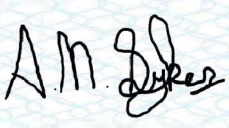
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**Stephanie Ruth Davis-Campbell**

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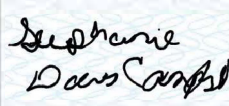
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**Rick A. Campbell**

Email: camric13@gmail.com

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