

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

ROBERT BURRIS,)	
)	
Plaintiff,)	
)	No. 09 CV 302
v.)	
)	Judge Randa
AMCORE BANK,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among Robert Burris (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, with the assistance and approval of Class Counsel, on the one hand, and AMCORE Bank, N.A. (“Defendant” or “AMCORE”), with the assistance of its counsel of record, on the other hand, as set forth below:

INTRODUCTION

This Class Action Settlement Agreement and all associated exhibits or attachments is made for the sole purpose of consummating settlement of this Lawsuit on a class basis. The Settlement Agreement is made in full compromise and release of all disputed claims. Because the Lawsuit was pled as a putative class action, this Settlement Agreement must receive preliminary and final approval by the Court. Accordingly, the Settling Parties enter into this Settlement Agreement on a conditional basis only. If the Court does not execute and enter the Final Approval Order or if the Final Approval Order does not become Final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, except as to costs already incurred pursuant to Paragraphs 2.5 (D) and 2.10 (D), below. Further, it shall not be referred to or utilized for any purpose whatsoever, and the

negotiation, terms and entry of the Settlement Agreement shall remain subject to the provisions of Federal Rule of Evidence 408 and any applicable state law(s).

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the Class Representative (for himself and the Class Members) and Defendant, with the assistance of their respective counsel or attorneys of record, that, as among the Settling Parties, including all Class Members, the Lawsuit and the Released Claims shall be finally and fully compromised, settled and released, and the Lawsuit shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, the Lawsuit was commenced by Plaintiff, individually and on behalf of the class of persons defined in the Lawsuit, and is currently pending and unresolved between the Parties;

WHEREAS, in the Lawsuit, Plaintiff alleges that Defendant violated the Electronic Funds Transfer Act, 15 U.S.C. § 1693 *et seq.*, and its implementing regulation, 12 C.F.R. § 205.1 *et seq.*, by failing to provide adequate notice of automated teller machine (“ATM”) fees;

WHEREAS, in the Lawsuit, Plaintiff seeks actual and statutory damages, attorneys’ fees and costs;

WHEREAS, Plaintiff and Defendant agree that it is desirable that the Lawsuit and the claims alleged therein be settled upon the terms and conditions set forth herein to avoid further expense and uncertain, burdensome and potentially protracted litigation, and to resolve all claims that have been or could have been asserted by Plaintiff and the Settlement Class;

WHEREAS, the Settling Parties have engaged in extensive arms-length settlement negotiations, including court-assisted mediation, and Class Counsel represent that they have otherwise conducted a thorough study and investigation of the law and the facts relating to the claims that have been or might have been asserted in the Lawsuit and have concluded, taking into account the benefits that Plaintiff and the Settlement Class will receive as a result of this Settlement Agreement and the risks and delays of further litigation, including the substantial risks in recovering from Defendant, as evidenced by publicly disclosed financial reports of the Defendant (including the recent sale of twelve branch locations), that this Settlement Agreement is fair, reasonable and adequate and in the best interests of Plaintiff and the Settlement Class; and

WHEREAS, in consideration of the foregoing and other good and valuable consideration, it is hereby stipulated and agreed by and among Plaintiff and Defendant that the

claims of Plaintiff and the Settlement Class be and are hereby compromised and settled, subject to the approval of the Court, upon the terms and conditions set forth below.

DEFINITIONS

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

1.1 “AMCORE” means AMCORE Bank, N.A., a national banking association.

1.2 “AMCORE Releasees” means AMCORE (and each of its current and former parents, subsidiaries, affiliates, controlled companies, officers, directors, managers, shareholders, members, partners, employees, predecessors, successors, assigns, agents and attorneys).

1.3 “ATMs at Issue” shall mean the following automated teller machines operated by Defendant:

2365 N. Mayfair Rd., Wauwatosa, WI
4702 Verona Rd., Madison, WI
400 S. County Farm Rd., Wheaton, IL
426 W. Army Trail Rd., Carol Stream, IL
798 S. Randall Rd., Algonquin, IL
1800 S. Elmhurst, Mt. Prospect, IL
228 S. Main St., Rockford, IL
501 Seventh St., Rockford, IL
1275 Bennington Rd., Rockford, IL
1480 S. Alpine, Rockford, IL
677 Lake Cook Rd., Deerfield, IL
1033 W. VanBuren St., Chicago, IL
1180 E. Higgins Rd., Schaumburg, IL
1530 W. Lane, Machesney Park, IL
2810 S. Highland, Lombard, IL
4104 Shamrock Lane, McHenry, IL
5100 Northwest Highway, Crystal Lake, IL
8930 Waukegan Rd., Morton Grove, IL
16057 S. LaGrange Rd., Orland Park, IL
40 W. 75 th St., Willowbrook, IL
2253 N. Richmond Rd., McHenry, IL

1.4 “Claim Form” means the form attached hereto as Exhibit A.

1.5 “Class Counsel” means Lance A. Raphael, Stacy M. Bardo and Allison A. Krumhorn of The Consumer Advocacy Center, P.C. and Aron D. Robinson, The Law Offices of Aron D. Robinson.

1.6 “Class Member” means a person who is a member of the Settlement Class, as set forth in Paragraph 2.1 below.

1.7 “Class Notice” means the notice to be approved by the Court as set forth in Paragraph 2.5 below.

1.8 “Class Period” means March 17, 2008 through and including the date of preliminary approval.

1.9 “Class Settlement Administrator” means a third party agreed to by Plaintiff and Defendant who shall process Claim Forms and distribute the Settlement Fund, in this case, First Class, Inc. of Chicago, Illinois.

1.10 “Court” means the United States District Court for the Eastern District of Wisconsin.

1.11 “Effective Date” means the date on which the Final Approval Order becomes Final.

1.12 “Fairness Hearing” or “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement Agreement pursuant to class action procedures and requirements; and (ii) entering a Final Approval Order.

1.13 “Final” means the later of (i) the date a Final Approval Order is entered by the Court if no objection(s) is filed; or (ii) the date of expiration for the time for noticing a valid appeal from the Final Approval Order if an objection(s) is filed and an appeal is not noticed; or (iii) the date of final affirmance or dismissal of the last pending appeal if an appeal is noticed.

1.14 “Final Approval Order” means an order to be entered by the Court, entitled “Final Approval Order,” substantially in the form attached hereto as Exhibit F.

1.15 “Lawsuit” means the lawsuit styled *Robert Burris v. AMCORE Bank*, currently pending in the Court as Case No. 09 CV 302.

1.16 “Participating Claimant” means each Class Member who properly and timely submits a Valid Claim Form in response to the Class Notice.

1.17 “Preliminary Approval Date” means the date on which the Court enters a Preliminary Approval Order.

1.18 “Preliminary Approval Order” means an order to be entered by the Court, entitled “Preliminary Approval Order,” substantially in the form attached hereto as Exhibit E.

1.19 “Settlement Agreement” means this Settlement Agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement between them and which is subject to Court approval.

1.20 “Settlement Class” means the class that the Parties have consented to for purposes of settlement only, as described in Paragraph 2.1 below.

1.21 “Settlement Fund” means the fund described in Paragraph 2.2 below.

1.22 “Settling Parties” or “Parties” means Plaintiff and Defendant and their respective representatives and attorneys.

1.23 “Valid Claim Form” means a Claim Form that is completed, signed under penalty of perjury, and timely returned to the Class Settlement Administrator, postmarked within sixty (60) days after the entry of the Preliminary Approval Order. Plaintiff and Defendant shall have the right to verify that each Claim Form submitted is valid in that it reflects use of one of the ATMs at Issue during the Class Period and for which usage the Class Member was charged a usage fee by Defendant. Either Party challenging any claim shall apprise the other Party of the challenge and the Parties, through their respective counsel, shall meet and confer in good faith in an attempt to resolve any challenged claim. If the Parties are unable to resolve such a challenge, the Parties shall submit the challenge to the Court for resolution.

TERMS AND CONDITIONS

2.1 The Settlement Class. The Parties stipulate to certification of the following class for settlement purposes only:

All persons who, from March 17, 2008 through the date of preliminary approval,¹ were charged a transaction fee for the use of any of the following automated teller machines operated by AMCORE Bank, N.A.:

2365 N. Mayfair Rd., Wauwatosa, WI
4702 Verona Rd., Madison, WI
400 S. County Farm Rd., Wheaton, IL
426 W. Army Trail Rd., Carol Stream, IL
798 S. Randall Rd., Algonquin, IL
1800 S. Elmhurst, Mt. Prospect, IL
228 S. Main St., Rockford, IL
501 Seventh St., Rockford, IL
1275 Bennington Rd., Rockford, IL
1480 S. Alpine, Rockford, IL
677 Lake Cook Rd., Deerfield, IL
1033 W. VanBuren St., Chicago, IL

¹ The phrase “though the date of preliminary approval” will be replaced with a date certain (in the class notices and final approval order) upon entry of the preliminary approval order.

1180 E. Higgins Rd., Schaumburg, IL
1530 W. Lane, Machesney Park, IL
2810 S. Highland, Lombard, IL
4104 Shamrock Lane, McHenry, IL
5100 Northwest Highway, Crystal Lake, IL
8930 Waukegan Rd., Morton Grove, IL
16057 S. LaGrange Rd., Orland Park, IL
40 W. 75 th St., Willowbrook, IL
2253 N. Richmond Rd., McHenry, IL

2.2 Monetary and Other Non-Monetary Relief

A. Settlement Fund Relief. Within five (5) business days after entry of a Preliminary Approval Order by this Court, Defendant shall pay \$240,000.00 to First Class, Inc., which amount will be deposited into an escrow account for the benefit of Plaintiff, the Settlement Class and Class Counsel, which will constitute the Settlement Fund.

B. Non-Monetary Relief in the Form of New ATM Notice Audit Procedures. Within five (5) business days after entry of a Final Approval Order by this Court, Defendant shall commence audit procedures to ensure that all ATMs owned and operated by Defendant at the time of entry of the Final Approval Order, comply with the notice requirements of 15 U.S.C. § 1693b(d)(3)(B). Such audit procedures shall include, at minimum, a visit to each ATM owned and operated by AMCORE on a once-monthly basis, at which time: (1) a snapshot photograph of the posted notice shall be taken and e-mailed to an audit compliance manager; and (2) the on-screen notice shall be checked to ensure that it is consistent with the posted fee notice. AMCORE shall be required to conduct such audit procedures for twenty-four (24) months after entry of the Final Approval Order.

2.3 Disbursement. The Settlement Fund shall be disbursed by the Class Settlement Administrator as follows:

A. Class Notice. Costs of Class Notice and Administration (see Paragraph 2.5 below), except cost of Posted Notice (see Paragraph 2.5(B) below), not to exceed \$25,000.00, shall be paid from the Settlement Fund at the time such expenses are incurred.

B. Payment to Class Representative. Plaintiff Robert Burris shall receive \$2,000.00 for his individual claims and as an incentive award for his services as Class Representative. Defendant agrees not to object to the Court awarding this amount to the Class Representative.

C. Payment to Lois Markoff. Lois Markoff (“Markoff”), Plaintiff in Case No. 09 CV 7554 (“Illinois Lawsuit”), shall receive \$1,000.00 for her individual claims and in consideration of the dismissal, with prejudice, of the Illinois Lawsuit. Markoff

shall also be eligible to send in a Claim Form to the Settlement Fund but shall not be eligible to opt-out or object to this Settlement Agreement.

D. Payment to Class Counsel. Class Counsel shall receive payment in an amount equivalent to Plaintiff's counsel's lodestar, but in an amount not to exceed \$100,000.00, in full satisfaction of all reasonable attorneys' fees and costs. This payment is subject to Court approval and Defendant agrees to the Court awarding this amount.

E. Class Recovery. The amount remaining in the Settlement Fund after deducting the amounts set forth in Paragraphs 2.3(A) through 2.3(D) above shall be divided *pro rata* among Participating Claimants; provided, however, that no Class Member shall receive payment from the Settlement Fund in an amount that exceeds \$1,000.00, regardless of whether that Class Member used an ATM at Issue multiple times or used multiple ATMs at Issue.

F. Cy Pres. Any money remaining in the Settlement Fund, if any, after payments are made pursuant to Paragraphs 2.3(A) through 2.3(E) above shall be paid as a *cy pres* award to the Boys and Girls Club of Rockford, www.rockfordboysandgirlsclub.org, administrative offices located at 4920 Forest Hills Road, Loves Park, IL 61111.

2.4 Release.

A. Release by Plaintiff and the Settlement Class. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Plaintiff, Markoff and each Class Member that has not excluded himself or herself from the Settlement Class (for themselves and their respective current and former heirs, executors, administrators, controlled companies, partners, employees, assigns, agents and attorneys) remise, release and forever discharge Defendant (and each of its current and former parents, subsidiaries, affiliates, controlled companies, officers, directors, managers, shareholders, members, partners, employees, predecessors, successors, assigns, agents and attorneys) with respect to any and all actions, causes of action, claims, counterclaims, breaches, controversies, demands, damages, expenses, losses, costs, attorneys' fees, court costs, loss of income, loss of value or loss of services of any type whatsoever, known or unknown, past, present or future, whether under foreign or domestic tort or contract law and/or any other foreign or domestic statute, law, regulation, ordinance, certificate of incorporation or by-law, which were or could have been brought, relating in any way to Defendant's alleged failure to provide adequate notice at any of the ATMs at Issue, prior to the Effective Date ("Released Claims"). The provisions of this release shall be construed to exclude, and shall not impair, any right, cause of action or claim unrelated to the provision by Defendant of adequate notices relating to the ATMs at Issue as may be required by any applicable state or federal law or regulation.

B. Release by Defendant. Except for the obligations created by this Settlement Agreement, upon the Effective Date, Defendant (and each of its current and

former parents, subsidiaries, affiliates, controlled companies, officers, directors, managers, shareholders, members, partners, employees, predecessors, successors, assigns, agents and attorneys) remises, releases and forever discharges Plaintiff and Markoff (and each of their respective current and former heirs, executors, administrators, controlled companies, partners, employees, assigns, agents and attorneys) from any and all claims, charges, complaints, demands, judgments, causes of action, rights of contribution and indemnification, attorneys' fees, costs and liabilities of any kind, whether known or unknown, arising from the investigation, filing or prosecution of the Lawsuit and Case No. 09 CV 7554.

2.5 Class Notice. If, by entering the Preliminary Approval Order, the Court provides authorization to publish the Class Notice to Class Members, the Settling Parties will cause Class Notice to be given as follows:

A. Publication. Notice shall be published, within 14 days after entry of a Preliminary Approval Order and in the form and substance set forth in Exhibit B hereto. The publication notices shall be display ads and shall run in the Milwaukee Journal Sentinel, the Wisconsin State Journal, the Rockford Register Star, and the SunTimes Media Group publications covering the remaining zip codes in which ATMs at Issue are located.

B. Posted Notice. Notice shall be posted, within 14 days after the date a Preliminary Approval Order is entered and continuing to the Opt-Out deadline, on each of the ATMs at Issue owned and operated by Defendant at the time of entry of the Preliminary Approval Order in the form and substance set forth in Exhibit C hereto.

C. Website. Notice shall be posted, starting no later than 14 days after a Preliminary Approval Order is entered and continuing to the Opt-Out deadline, on the Internet at www.caclawyers.com/amcorebank in the form and substance set forth in Exhibit D hereto.

D. Costs. Defendant shall pay the costs of Posted Notice (see Paragraph 2.5(B) above), but the remaining costs of Class Notice set forth in this Paragraph 2.5 ("Class Notice") shall be paid from the Settlement Fund; provided, however, that if this Agreement is terminated pursuant to its terms or if the Court does not approve this Agreement, the costs of Class Notice already incurred shall not be refunded to Defendant.

2.6 Opt-Out/Exclusion/Right to Object/Participation.

A. Opt-Out/Exclusion. Any Class Member, except Plaintiff and Markoff and any class member represented by Class Counsel as of the date of this Agreement, may seek to be excluded from this Settlement Agreement and from the Settlement Class as detailed in the Class Notice and within the time and in the manner provided by the Court. Any Class Member so excluded shall not be bound by the terms of this Settlement Agreement nor be entitled to any of its benefits. If more than 150 Class Members opt-out

of the Settlement Class, Defendant shall be entitled to terminate this Settlement Agreement pursuant to the terms of Paragraph 2.8.

B. Objection. Any Class Member, except Plaintiff and Markoff and any class member represented by Class Counsel as of the date of this Agreement, may object to the terms of this Settlement Agreement in writing, as detailed in the Class Notice and within the time and in the manner provided by Court order. Any Class Member who exercises his or her right to object to this Settlement Agreement will be responsible for his or her own attorneys' fees and costs. The objections shall be filed with the clerk's office for the U.S. District Court, Eastern District of Wisconsin (or as otherwise required by the Court) and Class Counsel and counsel of record for Defendant must also be served with copies of any objections, postmarked no later than the deadline detailed in the Class Notice (the "Opt-Out Deadline"). The Class Notice shall advise Settlement Class Members of this option. Any objections must be in writing and timely submitted or else they are waived.

2.7 Preliminary Approval Order. As soon as practicable after execution of this Settlement Agreement, the Settling Parties shall seek an order from the Court that:

- A. preliminarily approves this Settlement Agreement;
- B. conditionally certifies for purposes of settlement the Settlement Class;
- C. schedules a hearing for final approval of this Settlement Agreement by the Court; and
- D. approves the form and manner of Class Notice as set forth in Paragraph 2.5 herein and finds that such notice satisfies the requirements of due process pursuant to Federal Rules of Civil Procedure 23, the United States Constitution and any other applicable law and finds that no further notice to the Settlement Class is required.

The Parties agree to request the form of Preliminary Approval Order attached hereto as Exhibit E. The fact that the Court may require changes in the Preliminary Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.8 Termination. Counsel for either Settling Party shall have the right to terminate the Settlement Agreement by providing written notice of its or their election to do so ("Termination Notice") to all parties hereto within five (5) business days after: (1) the Court's refusal to enter the Preliminary Approval Order; (2) the Court's refusal to approve this Settlement Agreement; (3) the Court's refusal to enter the Final Approval Order; (4) the date upon which the Final Approval Order is appealed and then modified or reversed in any material respect by the Court of Appeals or the Supreme Court. In the event that either party terminates the Settlement Agreement pursuant to this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

Except as otherwise provided herein, in the event the Settlement Agreement is terminated pursuant to paragraphs 2.6(A) or 2.8 hereof, then the parties to this Settlement Agreement shall be deemed to have reverted to their respective status in the Lawsuit and the Illinois Lawsuit immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered, and any portion of the Settlement Fund previously paid by Defendant, less costs of notice and administration actually incurred, shall be returned directly to Defendant within fifteen (15) business days of the receipt of a Termination Notice hereunder.

2.9 Final Approval Order. At the conclusion of, or as soon as practicable after, the close of the Fairness Hearing, Class Counsel and the attorneys of record for Defendant shall jointly request that the Court enter a Final Approval Order approving the terms of this Settlement Agreement as fair, reasonable and adequate; providing for the implementation of its terms and provisions; finding that the Class Notice given to the Settlement Class satisfies the requirements of due process pursuant to Federal Rules of Civil Procedure, the United States Constitution and any other applicable law; dismissing the claims of Plaintiff and the Settlement Class with prejudice and without costs; retaining exclusive jurisdiction to enforce the terms and provisions of this Settlement Agreement; and finding that, in accordance with Rule 54(b) of the Federal Rules of Civil Procedure, there is no just reason for delay and thus orders entry of a Final Judgment. The Parties agree to jointly request the form of Final Approval Order attached hereto as Exhibit F. The fact that the Court may require changes in the Final Approval Order will not invalidate this Settlement Agreement if the changes do not materially modify this Settlement Agreement.

2.10 Administration of Class Benefits.

A. Class Settlement Administration. Subject to Court approval, Class Counsel shall retain the Class Settlement Administrator First Class, Inc. to process Claim Forms and distribute the Settlement Fund as described in Paragraphs 2.2 and 2.3 above. The Settlement Fund shall be distributed within 60 days of the Effective Date, subject to any extension allowed by Paragraph 2.10(C) below.

B. Eligibility. If the Class Settlement Administrator receives an incomplete or otherwise improperly filled out Claim Form that is otherwise timely submitted, the Class Settlement Administrator shall contact the claimant and seek such information as is needed to correct the deficiency. If the deficiency cannot be corrected by the Class Settlement Administrator, then Class Counsel and Defendant's attorneys shall jointly determine whether the claimant is eligible to receive any of the benefits described in Paragraph 2.3, or if they cannot agree upon such a determination in good faith, then the Court shall determine whether the claimant is entitled to the relief requested.

C. Extension for Distribution. If the Class Settlement Administrator, in its sole determination, is required to obtain a W-9 form(s) from a Participating Claimant(s), then the Class Settlement Administrator shall have 60 days from the date of receipt of a

completed W-9 form to distribute the portion of the Settlement Fund earmarked for such Participating Claimant(s).

D. Costs. The Class Settlement Administrator shall be paid from the Settlement Fund; provided, however, that if this Settlement Agreement is terminated pursuant to its terms or if the Court does not approve this Settlement Agreement, the amount already paid to the Class Settlement Administrator shall not be refunded to Defendant.

2.11 Release of Attorney's Lien. In consideration of this Settlement Agreement and receipt of payment of the sums described in Paragraph 2.3(D) above, Class Counsel hereby waives, discharges and forever releases Defendant from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Plaintiff's Counsel in connection with the Lawsuit and the Illinois Lawsuit; provided, however, that this release is conditioned upon Final Approval of this Settlement Agreement by the Court and full performance by the Defendant of its obligations under this Settlement Agreement.

2.12 Representation of Counsel. Plaintiff's counsel represents that they are not aware of any clients or potential clients, and do not have any clients or potential clients, with current claims against AMCORE Bank with regard to any ATM disclosure claims, other than clients or potential clients who would be members of the instant proposed Settlement Class, and who will claim in for relief accordingly.

2.13 No Admission of Liability. Whether or not this Settlement Agreement is consummated, this Settlement Agreement and all proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession by Defendant of any liability or wrongdoing whatsoever.

2.14 Best Efforts. The Parties and their respective counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the consummation of this Settlement Agreement.

2.15 Notices. Notices regarding this Settlement Agreement directed to Plaintiff and/or the Settlement Class shall be sent to:

Lance A. Raphael
THE CONSUMER ADVOCACY CENTER, P.C.
180 W. Washington St., Ste. 700
Chicago, IL 60602
Fax: 312-377-9930

Notices to Defendant shall be sent to:

Howard A. Pollack
Godfrey & Kahn S.C.
780 N. Water Street

Milwaukee, WI 53202-3590
Fax: (414) 273-5198

The persons and addresses designated in this paragraph may be changed with written notice to the other signatories hereto.

2.16 Counterparts. This Settlement Agreement may be signed in counterparts, in which case the various counterparts shall constitute one instrument for all purposes. The signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles or scanned copies of the signature pages of this Settlement Agreement may be treated as originals.

2.17 Binding Agreement. Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, Markoff, and each Class Member and each of their respective current and former heirs, executors, administrators, controlled companies, partners, employees, assigns, agents and attorneys, all of whom/which persons and entities are intended to be beneficiaries of this Settlement Agreement. Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit of Defendant and each of its current and former parents, subsidiaries, affiliates, controlled companies, officers, directors, managers, shareholders, members, partners, employees, predecessors, successors, assigns, agents and attorneys. There are otherwise no third-party beneficiaries of this Settlement Agreement.

2.18 Governing Law. This Settlement Agreement (and any exhibits hereto) shall be considered to have been negotiated, executed and delivered, and to have been wholly performed in the State of Illinois, and the rights and obligations of the Parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal substantive laws of the State of Illinois without giving effect to Illinois choice of law principles.

2.19 Retention of Jurisdiction. The Court shall retain jurisdiction to implement and to enforce the terms of this Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

2.20 Interpretation. The Parties acknowledge that they have had an equal opportunity to participate in the drafting of this Settlement Agreement and that each Party and its counsel reviewed and negotiated the terms and provisions of this Settlement Agreement and have contributed to its revisions. Therefore, in any dispute over the construction or interpretation of this Settlement Agreement, the Parties agree and understand that the Settlement Agreement shall be construed fairly as to all Parties and shall not be construed against any Party on the basis of authorship. The Parties further agree that in this Settlement Agreement the singular shall include the plural and vice versa where the content so requires.

2.21 Entire Agreement. This Settlement Agreement and its Exhibits constitute the entire agreement of the Parties hereto as to the matters raised herein. The undersigned acknowledge that there are no communications or oral understandings contrary to, in addition to, or different from the terms of this Settlement Agreement and that all prior agreements or

understandings within the scope of the subject matter of this Settlement Agreement are, upon execution of this Settlement Agreement, superseded and merged into this Settlement Agreement and shall have no effect. This Settlement Agreement may not be amended or modified in any respect whatsoever, except by a writing duly executed by the Parties and their respective counsel.

2.22 Authority. The persons signing this Settlement Agreement hereby represent and warrant that they have read this Settlement Agreement, that they know and understand its terms, that they have consulted with counsel with respect hereto, that they have signed this Settlement Agreement freely, and that they intend that they and/or or any person or entity on whose behalf they are signing this Settlement Agreement will be fully bound by all the terms and provisions of this Settlement Agreement. Such persons further represent and warrant that they are competent to sign this Settlement Agreement and that, as necessary, all corporate or other legal formalities have been followed such that they have full authority to execute this Settlement Agreement on behalf of the person or entity for whom or for which they are signing this Settlement Agreement in a representative capacity.

2.23 Headings. The headings of the several paragraphs and paragraphs hereof are for convenience only and do not define or limit the contents of such paragraphs or paragraphs.

2.24 Severability. In case any one or more of the provisions contained in this Settlement Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto, have so agreed on the dates noted below.

ROBERT BURRIS
Plaintiff and Class Representative

By: _____ /____/_____
Robert Burris Date

LOIS MARKOFF
Plaintiff in Case No. 09 CV 7554

By: _____ /____/_____
Lois Markoff Date

Approved as to form:

/s/ Lance A. Raphael 1/22/2010
Lance A. Raphael Date
The Consumer Advocacy Center, P.C.
180 W. Washington St., Ste. 700
Chicago, Illinois 60602

and that they intend that they and/or or any person or entity on whose behalf they are signing this Settlement Agreement will be fully bound by all the terms and provisions of this Settlement Agreement. Such persons further represent and warrant that they are competent to sign this Settlement Agreement and that, as necessary, all corporate or other legal formalities have been followed such that they have full authority to execute this Settlement Agreement on behalf of the person or entity for whom or for which they are signing this Settlement Agreement in a representative capacity.

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2.24 Severability. In case any one or more of the provisions contained in this Settlement Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto, have so agreed on the dates noted below.

ROBERT BURRIS Jr.

Plaintiff and Class Representative

By: Robert Burris Jr. 1/21/2010

Robert Burris Date

LOIS MARKOFF

Plaintiff in Case No. 09 CV 7554

By: _____ / /

Lois Markoff Date

Approved as to form:

_____ / /

Lance A. Raphael Date

The Consumer Advocacy Center, P.C.

180 W. Washington St., Ste. 700

Chicago, Illinois 60602

understandings within the scope of the subject matter of this Settlement Agreement are, upon execution of this Settlement Agreement, superseded and merged into this Settlement Agreement and shall have no effect. This Settlement Agreement may not be amended or modified in any respect whatsoever, except by a writing duly executed by the Parties and their respective counsel.

2.22 Authority. The persons signing this Settlement Agreement hereby represent and warrant that they have read this Settlement Agreement, that they know and understand its terms, that they have consulted with counsel with respect hereto, that they have signed this Settlement Agreement freely, and that they intend that they and/or or any person or entity on whose behalf they are signing this Settlement Agreement will be fully bound by all the terms and provisions of this Settlement Agreement. Such persons further represent and warrant that they are competent to sign this Settlement Agreement and that, as necessary, all corporate or other legal formalities have been followed such that they have full authority to execute this Settlement Agreement on behalf of the person or entity for whom or for which they are signing this Settlement Agreement in a representative capacity.

2.23 Headings. The headings of the several paragraphs and paragraphs hereof are for convenience only and do not define or limit the contents of such paragraphs or paragraphs.


2.24 Severability. In case any one or more of the provisions contained in this Settlement Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and/or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto, have so agreed on the dates noted below.

ROBERT BURRIS
Plaintiff and Class Representative

By: _____ / / _____
Robert Burris Date

LOIS MARKOFF
Plaintiff in Case No. 09 CV 7554

By:  _____ 01/20/2010
Lois Markoff Date

Approved as to form:

_____/ / _____
Lance A. Raphael Date
The Consumer Advocacy Center, P.C.
180 W. Washington St., Ste. 700
Chicago, Illinois 60602

/s/ Aron D. Robinson
Aron D. Robinson
Law Office of Aron D. Robinson
19 South LaSalle, Suite 1200
Chicago, Illinois 60603

1/22/2010
Date

Counsel for Plaintiffs and the Class Members

AMCORE BANK, N.A.
Defendant

By: _____ / /
Ronald Carlson Date

Its: Senior Vice President and Associate General Counsel

Approved as to form:

_____ / /
Howard A. Pollack Date
Godfrey & Kahn S.C.
780 N. Water Street
Milwaukee, WI 53202-3590

Counsel for Defendant AMCORE Bank, N.A.

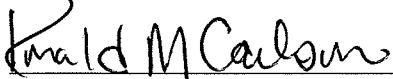
Aron D. Robinson
Law Office of Aron D. Robinson
19 South LaSalle, Suite 1200
Chicago, Illinois 60603

____/____/____
Date

Counsel for Plaintiffs and the Class Members

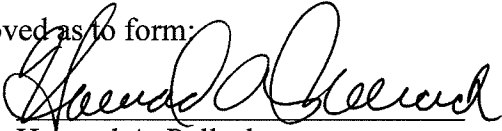
AMCORE BANK, N.A.

Defendant

By: 
Ronald Carlson

01/19/10
Date

Its: Senior Vice President and Associate General Counsel

Approved as to form:

Howard A. Pollack
Godfrey & Kahn S.C.
780 N. Water Street
Milwaukee, WI 53202-3590

01/21/10
Date

Counsel for Defendant AMCORE Bank, N.A.