

NOTICE OF CLASS ACTION SETTLEMENTS

Burns v. First American Bank, Case No. 04-cv-7682

Fruitt v. First American Bank, Case No. 06-cv-1659

In the United States District Court for the Northern District of Illinois, Eastern Division, Judge Kendall presiding

TO: All persons nationally who, from November 30, 2005 to March 17, 2006, were charged a “transaction fee” for use of ATM no. 5464 located at 541 North Fairbanks Court, Chicago, Illinois 60611 (the foregoing “*Fruitt Class*” is the Class certified by the Court).

AND

TO: All persons nationally who, from November 28, 2003 to December 1, 2004, were charged a “transaction fee” for the use of ATMs Nos. S1A5260 and S1A5261 located in the Chicago Hilton and Towers at 720 South Michigan Avenue in Chicago, Illinois in an amount different from the “transaction fee” disclosed on the fee notice posted on the outside of those ATMs (the foregoing “*Burns Class*” is the Class certified by the Court).

IF THE COURT APPROVES THE SETTLEMENTS IN THESE LAWSUITS, YOUR RIGHTS MAY BE AFFECTED.

Plaintiffs in the *Burns* case filed a complaint against First American Bank (“FAB”), alleging that FAB posted a fee notice on the ATMs at the Chicago Hilton and Towers, 720 S. Michigan Ave., Chicago, IL, that identified a different fee amount than was actually charged by FAB for the use of those ATMs, thus allegedly violating the Electronic Funds Transfer Act, 15 U.S.C. §1693, *et seq.* (“EFTA”).

Plaintiffs in the *Fruitt* case filed a complaint against FAB, alleging that FAB failed to post a fee notice on the ATM at 541 North Fairbanks Court, thus allegedly violating the EFTA.

FAB denies Plaintiffs’ claims of wrongdoing but has agreed to settle all claims against it to avoid the expense of continued legal proceedings. FAB has disclosed that, during the *Fruitt* class period, there were approximately 1,817 class members who were each charged \$1.75, for a total collected of approximately \$3,179.75. FAB has agreed to establish a Settlement Fund of \$6,500.00 in the *Fruitt* case to pay the Class Members, which is in excess of the total ATM fees paid by Class Members for use of the ATM at issue. FAB has disclosed that, during the *Burns* class period, there were approximately 46,292 class members who were each charged \$2.50, for a total collected of approximately \$115,730.00 and thus, FAB has agreed to establish a Settlement Fund of \$113,750.00 in the *Burns* case to pay Class Members. Under the EFTA, there is a cap on statutory damages which limits a class to the lesser of up to 1% of a defendant’s net worth or \$500,000.00. FAB will also separately pay class counsel its reasonable attorney fee for prosecuting these cases.

On June 26, 2007 at 9:00 a.m., Judge Kendall will hold hearings to decide whether to grant final approval to these class action settlements. **YOU CAN BUT DO NOT NEED TO ATTEND THESE HEARINGS.** If the settlements are approved, all Class Members who have not opted out will be bound by the settlements.

(1) **In order to receive your pro rata share of the above Settlement Funds, up to a maximum of \$1,000.00 per class member,** you must submit a completed Claim Form, which is available at www.caclawyers.com or by contacting Lance A. Raphael at (312) 782-5808. Your completed Claim Form **must be delivered (or post-marked, if mailed) by June 8, 2007** to Lance A. Raphael, The Consumer Advocacy Center, P.C., 180 West Washington, Suite 700, Chicago, IL 60602. **Failure to submit a Claim Form will mean you receive no money from the Settlement Funds but are still governed by the Releases.**

(2) **If you do not want to participate in the settlements,** do not want to receive a monetary portion of the Settlement Funds, and do not want to release any rights you may have to sue FAB or any of its affiliates for the fee notice claims being settled in these class actions, you must submit a written statement, as follows: “I WANT TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN [BURNS] [FRUITT].” Your written statement must also include your name, address and telephone number. Your written statement **must be delivered (or post-marked, if mailed) by June 8, 2007** to Lance A. Raphael, The Consumer Advocacy Center, P.C., 180 West Washington, Suite 700, Chicago, IL 60602.

(3) **If you think the settlements or any of their terms are unfair,** you may object, personally or through counsel, to the proposed settlements by submitting a signed written statement of reasons for your objections, which must reference case no. 04-cv-7682 (for *Burns*) or case no. 06-cv-1659 (for *Fruitt*) and be **filed by June 8, 2007** with the Court at 219 South Dearborn Street, Chicago, Illinois 60604. You must also send a copy of your written statement to Lance A. Raphael, The Consumer Advocacy Center, P.C., 180 West Washington, Suite 700, Chicago, IL 60602 and to Paul F. Markoff, Crowley Barrett & Karaba, Ltd., 20 South Clark Street, Suite 2310, Chicago, IL 60603.

For more information about these settlements, please visit www.caclawyers.com or contact Lance A. Raphael at The Consumer Advocacy Center, P.C., 180 West Washington, Suite 700, Chicago, IL 60602, (312) 782-5808.