

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JOHN WALLER AND RICHARD EDWARDS,

Plaintiffs,

v.

**RAY WOOD, DAVID PETERSON, DOUGLAS
WELLS, THE COMMITTEE UNDER ROCKFORD
PRODUCTS CORPORATION EMPLOYEE STOCK
OWNERSHIP PLAN, THE COMMITTEE UNDER
ROCKFORD PRODUCTS CORPORATION
SAVINGS AND RETIREMENT PLAN, AND
FEDERAL DEPOSIT INSURANCE CORPORATION
AS RECEIVER FOR AMCORE INVESTMENT
GROUP, N.A.,**

Defendants.

No. 08 CV 5597

Judge Frederick J. Kapala

Magistrate Judge P. Michael Mahoney

**ORDER OF FINAL JUDGMENT AND DISMISSAL WITH PREJUDICE OF CLAIMS
AGAINST DEFENDANTS RAY WOOD, DAVID PETERSON, AND DOUGLAS WELLS**

This matter having come before the *Court* on the application of *Plaintiffs*, the *Plaintiff Class*, and the *Individual Defendants*, Ray Wood, David Peterson, and Douglas Wells, for approval of the settlement set forth in the Agreement of Settlement Between the Plaintiff Class and the Individual Defendants (the "*Settlement Agreement*") and the exhibits annexed thereto, and on *Plaintiffs' Counsel's* request or petition for attorneys' fees, costs, and expenses, and for *Plaintiff Compensation*, the *Court* having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. For purposes of this Order of Final Judgment, the *Court* adopts and incorporates herein the *Settlement Agreement*, including the definitions set forth therein.

Exhibit B

2. This *Court* has jurisdiction over the subject matter of this litigation, and over all *Parties*, including all *Class Members*.

3. The *Court* hereby approves the *Settlement* set forth in the *Settlement Agreement*, as well as the *Plan of Allocation* preliminarily approved previously, finding that said *Settlement* and *Plan of Allocation* are, in all respects, fair, reasonable, adequate, and in the best interests of the *Class* and *Class Members*, in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs implementation of all their terms and provisions.

4. The *Court* finds that the *Settlement* embodied in the *Settlement Agreement* and the *Plan of Allocation* are fair, reasonable, and adequate based on, *inter alia*, its familiarity with the *Action* and negotiations and the claims and defenses thereto, and upon the following findings of fact, conclusions of law, and determinations of mixed fact/law questions which also are applicable to *Plaintiffs' Counsel's* motion for attorneys' fees, costs, and expenses:

- A. The *Action* was at all times litigated against the *Individual Defendants* in a competent, vigorous, and contested manner. The *Plaintiffs* and *Plaintiffs' Counsel* provided zealous and skillful representation to the *Class*, and are experienced and knowledgeable. The *Individual Defendants* likewise were vigorously represented by skilled and knowledgeable counsel.
- B. The *Settlement Agreement* was negotiated vigorously and at arm's-length by and between the *Plaintiffs* on behalf of the *Class*, the *Individual Defendants*, and their respective counsel, and the Honorable Wayne Anderson (Retired) presided over an eleven-hour mediation session that ultimately resulted in the *Settlement*.
- C. The *Plaintiffs* and the *Class* at all times faced a risk that they would not prevail against the *Individual Defendants* and that class certification could be denied, and

Exhibit B

that one or more of the many defenses asserted by the *Individual Defendants* could be sustained;

- D. This case settled only after extensive factual and legal research and investigation and discovery, both *Plaintiffs* and the *Individual Defendants* were well positioned to evaluate the settlement value of the *Action*, as well as the risks of continued litigation.
- E. If the *Settlement* had not been achieved, both *Plaintiffs* and the *Individual Defendants* faced the expense, risk, and uncertainty of extended litigation in this *Court* and on appeal. *Plaintiffs* contend that their case was meritorious in view of, *inter alia*, (i) determinations of legal issues in similar cases, and (ii) what *Plaintiffs* characterize as favorable available expert and lay testimony and documents that *Plaintiffs* expected to offer at trial. The *Individual Defendants* contend that their chances of success at trial were excellent in view of, *inter alia*, (i) what the *Individual Defendants* characterize as *Plaintiffs*' high burden of proof at trial on issues such as the statute of limitations, prudence, and loss causation, (ii) the expert and lay testimony that the *Individual Defendants* expected to offer at trial, and (iii) the alleged favorable determinations of legal issues in similar cases. The *Court* takes no position on the merits of either *Plaintiffs*' or the *Individual Defendants*' case, but notes these arguments as some of the evidence the *Court* has considered, in relation to its evaluation of the fairness, reasonableness, and adequacy of the *Settlement*.
- F. The amount of the *Settlement* is fair, reasonable, and adequate. It is appropriate in light of *Plaintiffs*' claimed maximum damages, and is within the range of

Exhibit B

settlement values obtained in similar cases and is within the range of reasonable settlements that would have been appropriate in this case. The *Court* observed nothing to indicate a better settlement could or would have been obtained through continued litigation.

G. At all times, *Plaintiffs* and *Plaintiffs' Counsel* have acted independently, and there is no basis to conclude that the settlement resulted from collusion.

5. Subject to the *Individual Defendants'* compliance with their obligations under the *Settlement Agreement*, the *Court* hereby dismisses with prejudice and without costs, such dismissal being effective only with respect to the *Individual Defendants*.

6. The *Court* finds that the notice given to *Class Members* was appropriate under the circumstances, properly informed them of the proposed *Settlement* and the proceedings to be followed in connection with its approval, and constituted valid, due, and sufficient notice to all *Class Members*, complying fully with Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, the Class Action Fairness Act, and all other legal requirements.

7. The *Court* finds that the *Class* is sufficiently numerous that joinder of all members is impracticable, that there are questions of law or fact common to the *Class* insofar as the *Plaintiff Class* alleges that the *Individual Defendants* violated their ERISA fiduciary duties by investing *SRP* and *ESOP* assets in *RPC* stock, that the claims of the *Plaintiffs* are typical of the claims of the *Class*, that the *Plaintiffs* have and will fairly and adequately represent the *Class*, have no interests in conflict with the *Class*, have retained experienced and competent counsel (*Plaintiffs' Counsel*), and that therefore the requirements of Rule 23(a) of the Federal Rules of Civil Procedure are satisfied.

Exhibit B

8. The *Court* further finds that the requirements of Rule 23(b)(1)(A) and (B) of the Federal Rules of Civil Procedure are satisfied because prosecuting separate actions by or against individual class members would create a risk of adjudication with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests and/or establish incompatible standards of conduct for the party opposing the *Class*.

9. Pursuant to Rule 23(c)(3)(A) of the Federal Rules of Civil Procedure, and in view of the *Court's* prior certification of the *Plaintiff Class* pursuant to Rule 23(b)(1), the *Plaintiff Class* is bound hereby. No *Class Member* shall have the right to opt out of the *Plaintiff Class*. The *Plaintiff Class* is defined as:

All Participants and Beneficiaries of the Rockford Products Corporation ("RPC") Savings and Retirement Plan and/or the RPC Employee Stock Ownership Plan whose accounts directly or indirectly held RPC stock when RPC filed for Chapter 11 bankruptcy on July 25, 2007, except for the Individual Defendants.

10. The *Court* has considered the fee petition or request submitted by *Plaintiffs' Counsel* and the associated affidavits and other materials submitted in support thereof. *Plaintiffs' Counsel* are hereby awarded the sum of \$ _____ in attorneys' fees, and \$ _____ in reimbursement of litigation costs and expenses, both amounts to be paid in accordance with the *Settlement Agreement* out of the *Settlement Fund*. In making this award of attorneys' fees, costs, and expenses, the *Court* finds and concludes that the *Settlement Fund* constitutes a common fund created by the efforts of *Plaintiff's Counsel* and *Plaintiffs*, for which they are entitled to compensation, that this amount of fees represents approximately _____% of

Exhibit B

the *Settlement Fund*, and is appropriate considering the risks of litigation, the results achieved under both the “percentage of recovery” and “lodestar” methods of fee computation.

11. The *Court* has considered the request for *Plaintiff Compensation* submitted on behalf of *Plaintiffs*, and determines that such an award is appropriate in light of, *inter alia*, their substantial assistance and ongoing participation in the litigation. John Waller and Richard Edwards are awarded \$_____ each, to be paid from the *Settlement Fund* at the same time as *Plaintiffs’ Counsel* are paid.

12. The *Court* has considered any and all objections and/or comments with respect to the *Settlement*, the *Plaintiffs’ Counsel’s* request for attorneys’ fees, costs, and expenses, the request for *Plaintiff Compensation*, and the *Plan of Allocation* that were submitted, has determined them to be lacking in merit, and hereby denies same.

13. Upon this Order becoming *Final*, all *Class Members*, including the *Plaintiffs*, and the *Plans* shall be deemed to have, and by operation of this *Judgment* shall have, absolutely and unconditionally released, waived, and forever discharged the *Released Parties* from all *Released Claims* that the *Plaintiffs* or any of the *Class Members* directly, indirectly, derivatively, or in any other capacity had, now have, hereafter may have, or may ever bring, under federal, state, or local law.

14. Without affecting the finality of this judgment in any way, the *Court* hereby retains exclusive jurisdiction over any and all issues, cases, or matters relating to or concerning administration, effectuation, and enforcement of the *Settlement Agreement* and the *Plan of Allocation*.

15. Without further order of the *Court*, the *Parties* may agree to reasonable extensions of time to carry out any of the provisions of the *Settlement Agreement*.

Exhibit B

16. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the *Court* expressly determines there is no just reason for delay and directs entry of final judgment as to the claims against the *Individual Defendants* in accordance with the *Settlement Agreement*.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Enter:

United States Magistrate Judge
P. Michael Mahoney

Rockford, Illinois

Dated: _____, 2012