

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

JESSICA MAZURKIEWICZ, individually and  
on behalf of the Settlement Class,

*Plaintiff,*

v.

MID CITY NISSAN, INC., an Illinois  
corporation,

*Defendant.*

Case No.: 2018 CH 09798

Calendar 8

Hon. Michael T. Mullen

**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**

This matter coming before the Court on Plaintiff's Motion for and Memorandum in Support of Final Approval of Class Action Settlement between Plaintiff Jessica Mazurkiewicz ("Plaintiff") and Defendant Mid City Nissan, Inc., ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), the terms of which are set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement"), and Plaintiff's Motion and Memorandum of Law for Attorneys' Fees and Incentive Award, the Court having been advised in the premises, and having duly considered the papers and arguments of all interested parties, and having held a Final Approval Hearing on January 20, 2020,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Unless defined herein, all capitalized terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On October 26, 2020, this Court preliminarily approved the Settlement Agreement, and certified, for settlement purposes, the Settlement Class consisting of: “all current and former employees of Mid City Nissan, Inc. who used a finger scanner or face scanner at a facility in the State of Illinois between August 1, 2013 and April 3, 2018.”<sup>1</sup>

4. Notice to the Settlement Class has been provided in accordance with the Court’s order granting Preliminary Approval, and the substance of and dissemination program for the Notice—which included direct notice via U.S. Mail and the creation of the Settlement Website—provided the best practicable notice under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement Agreement and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fulfilled the requirements of 735 ILCS 5/2-803 and due process.

5. The Settlement Agreement was the result of arm’s-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and is supported by the Class Representative and Class Counsel. The Class Representative and Class

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<sup>1</sup> Excluded from the Settlement Class are: (1) persons who were or are in the bargaining units of the Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabrications, Local Union No. 731, affiliated with the International Brotherhood of Teamsters while working at Mid City Nissan, Inc.; (2) persons who were or are in the bargaining units of the Automobile Mechanics’ Local 701, International Association of Machinists and Aerospace Workers, AFL-CIO, of Chicago and vicinity while working at Mid City Nissan, Inc.; (3) any Judge or Magistrate presiding over this Action and members of their families; (4) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (5) persons who properly execute and file a timely request for exclusion from the class; and (6) the legal representatives, successors or assigns of any such excluded persons.

Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

6. The Court has considered each of the factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 971–72 (1st Dist. 1990). The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

7. No Settlement Class Member has objected to any of the terms of the Settlement Agreement, and only one member of the Settlement Class—Mr. Carlos Arce—submitted a timely request for exclusion. Mr. Carlos Arce is excluded from the Settlement Class.

8. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement.

9. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

10. Other than as provided in the Settlement Agreement and this Order, the Parties shall bear their own costs and attorneys' fees.

11. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters a Final Judgment and dismisses the Action on the merits and with prejudice.

12. Upon the Effective Date of the Settlement Agreement, Plaintiff and each Settlement Class Member on behalf of himself or herself and each of his or her predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged all past and present claims or causes of action arising from or related to Plaintiff's allegations, including claims for any violation of the Biometric Information Privacy Act, against Defendant and any or all of their past, present, and future, direct or indirect, parents, subsidiaries, divisions, predecessors, successors, assigns, associates, holding companies, board members, employees, agents, insurers, reinsurers, directors, officers, partners, shareholders, principals, owners, members, trustees, administrators, executors, managers, representatives, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and legal representatives.

13. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims.

14. The Parties may, without further approval from the Court, agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all material respects with this Final Judgment; and (ii) do not limit the rights of Settlement Class Members.

15. The Court awards to Class Counsel \$169,312.50 as a fair and reasonable attorneys' fee, which shall include all attorneys' fees and reimbursable expenses associated with the Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

16. The Court awards to the Class Representative an incentive award of \$5,000.00 for her time and effort serving the Settlement Class in this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement Agreement.

17. To the extent that any payments made to Settlement Class Members pursuant to the Settlement Agreement are not cashed within ninety (90) days of issuance, the total amount of uncashed checks shall be paid to Chicago Volunteer Legal Services as *cy pres* recipient, consistent with 735 ILCS 5/2-807(b).

18. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Judgment, and for any other necessary purpose.

**IT IS SO ORDERED.**

**Judge Michael T. Mullen**

**JAN 20 2021**

**Circuit Court-2084**

ENTERED: \_\_\_\_\_

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HON. MICHAEL T. MULLEN  
COOK COUNTY CIRCUIT JUDGE