

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

JESSICA MAZURKIEWICZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

MID CITY NISSAN, INC., an Illinois
corporation,

Defendant.

Case No. 18-CH-09798

Honorable Michael T. Mullen

Calendar 8

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiff Jessica Mazurkiewicz ("Plaintiff") and Defendant Mid City Nissan, Inc. ("Defendant"), as set forth in the Stipulation of Class Action Settlement (the "Settlement Agreement") between Plaintiff and Defendant, and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the Settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Class meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representative fairly and adequately protects the interests of the Settlement Class, and that class treatment is an appropriate method for the fair

and efficient adjudication of the Action.

3. The Court further finds that: (i) there is good cause to believe that the Settlement Agreement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following 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."

5. 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 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.

6. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Jessica Mazurkiewicz as Class Representative.

7. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Jay Edelson
J. Eli Wade-Scott
Schuyler Ufkes
EDELSON PC (Firm ID: 62075)
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654

David Fish
FISH LAW FIRM PC (Firm ID: 44086)
200 East 5th Avenue, Suite 123
Naperville, Illinois 60563

8. On **January 20, 2021** at 11:00 a.m., or at such other date and time later set by Court order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel's application for a Fee Award, and an incentive award to the Class Representative, should be granted.

9. Class Counsel shall file papers in support of their Fee Award and the Class Representative's incentive award (collectively, the "Fee Petition") with the Court on or before **December 21, 2020** (i.e., 14 days prior to the Objection/Exclusion Deadline). Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before **January 11, 2021**. Class Counsel may file a reply in support of their Fee Petition with the Court on or before **January 18, 2021**.

10. Plaintiff shall file her papers in support of final approval of the Settlement

Agreement, and in response to any objections, with the Court on or before **January 18, 2021** (i.e., 14 days after the Objection/Exclusion Deadline).

11. Pursuant to the Settlement Agreement, Heffler Claims Group (“Heffler”), is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

12. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via U.S. Mail and the creation of the Settlement Website, as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan no later than **November 23, 2020**.

13. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion Deadline of **January 4, 2021** (i.e., forty-two (42) days after Notice is disseminated). To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Mazurkiewicz v. Mid City Nissan, Inc.*, Case No. 2018-CH-09798 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class

in *Mazurkiewicz v. Mid City Nissan, Inc.*, Case No. 2018-CH-09798 (Cir. Ct. Cook Cty.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

14. Any person in the Settlement Class may comment in support of, or in opposition to, the Settlement Agreement at his or her own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) postmarked, e-mailed, or delivered to Class Counsel (sufkes@edelson.com) and Defendant’s Counsel (jeffrey.rudd@jacksonlewis.com) no later than the Objection/Exclusion Deadline. Any person in the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (1) the Settlement Class Member’s full name and current address, (2) a statement that he or she believes himself or herself to be a member of the Settlement Class, (3) the specific grounds for the objection, (4) all documents or writings that the person in the Settlement Class desires the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

15. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance

with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Judgment by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

16. If the Settlement is finally approved, all payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within ninety (90) days of issuance shall be paid to Chicago Volunteer Legal Services as *cy pres* recipient, consistent with 735 ILCS 5/2-807(b).

17. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

IT IS SO ORDERED.

ENTERED: _____

JUDGE

JUDGE'S NO.

Judge Michael T. Mullen

OCT 26 2020

Circuit Court - 2084