

*SLC*

**United States District Court, Northern District of Illinois**

Name of Assigned Judge or Magistrate Judge	Sidney I. Schenkier	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	01 C 210	DATE	10/8/2002
CASE TITLE	Zaida Espana, et al. vs. Mid-West Wire Specialties, Inc.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

**MOTION:**

[Empty box for motion details]

**DOCKET ENTRY:**

- (1)  Filed motion of [ use listing in "Motion" box above.]
- (2)  Brief in support of motion due \_\_\_\_\_.
- (3)  Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4)  Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5)  Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6)  Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7)  Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8)  [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9)  This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
  - FRCP4(m)  Local Rule 41.1  FRCP41(a)(1)  FRCP41(a)(2).
- (10)  [Other docket entry] **ENTER JUDGMENT AND ORDER OF DISMISSAL.** This case is dismissed pursuant to settlement.

(11)  [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court.	U.S. DISTRICT COURT 02 OCT - 8 PM 3:23	number of notices	Document Number  <i>53</i>
<input type="checkbox"/> No notices required.		OCT 10 2002 date docketed	
<input checked="" type="checkbox"/> Notices mailed by judge's staff.		<i>[Signature]</i> docketing deputy initials	
<input type="checkbox"/> Notified counsel by telephone.		10/09/2002 date mailed notice	
<input type="checkbox"/> Docketing to mail notices.		mailing deputy initials	
<input type="checkbox"/> Mail AO 450 form.			
<input type="checkbox"/> Copy to judge/magistrate judge.			
ijk <i>[Signature]</i> courtroom deputy's initials		Date/time received in central Clerk's Office	

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

ZAIDA ESPANA, VITALIA MERO, )  
VIRGINIA MUNOZ, and ROSELIA )  
CASILDO, )

Plaintiffs, )

v. )

MID-WEST WIRE SPECIALTIES, INC., )

Defendant. )

Case No. 01 C 0210

Judge Rebecca R. Pallmeyer

Magistrate Judge Sidney I. Schenkier

**DOCKETED**  
OCT 10 2002

**FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter comes before the Court for final approval of the Settlement Agreement dated July 17, 2002. The Notice of Class Action Settlement Hearing was issued on August 9, 2002. The Court held a hearing on October 8, 2002, for the purpose of determining whether the terms of the Settlement Agreement are fair, reasonable, and in the best interests of the Classes, and for the purpose of ruling upon the application of Class Counsel for attorneys' fees and costs. The Court having considered the attached Settlement Agreement and Exhibits, all papers filed and proceedings had herein and otherwise being fully advised of the premises, and good cause appearing therefore, it is **HEREBY ORDERED THAT:**

1. This Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including all members of the Settlement Classes.

2. The Settlement Classes were conditionally certified by the Court's Order of August 1, 2002, and are defined in the Settlement Agreement. The Court now approves as the two Classes for the Final Judgment all of the individuals in the following groups:

- (1) All current and former full-time female employees of Mid-West Wire Specialties, Inc., 4545 West Cortland Avenue, Chicago, Illinois, who worked at Mid-West at any time between January 1, 1995 and December 31, 2001; and
- (2) All female workers who were sent by a temporary agency to perform services at Mid-West Wire Specialties, Inc., and performed services there for any 20 consecutive work-days between January 1, 1998 and December 31, 2001.

3. This Court hereby approves the terms of the settlement set forth in the Settlement Agreement and finds that the settlement agreed to therein is, in all respects, fair, reasonable, and in the best interests of the Classes.

4. Mid-West Wire Specialties, Inc. shall comply with the terms of the Settlement Agreement.

5. This Court hereby dismisses, with prejudice to the Settlement Classes, each and every claim in the above-captioned case not arising out of the Settlement Agreement.

6. Class Counsel is awarded a total of \$130,000 for attorney services and reasonable expenses. The Court finds these amounts are just and reasonable for compensation for Class Counsel. MWWS already had delivered a check to Class Counsel in the amount of \$65,000 within 21 days of the expiration of the opt-out period. Within 21 days after the date of this Final Judgment, MWWS will deliver a check in the remaining amount of \$65,000 to Class Counsel.

7. All Class Members and anyone claiming on behalf or through a Class Member, including attorneys, spouses, issue, agents, guardians, dependents, executors, assigns, heirs and representatives, are hereby forever barred and enjoined from instituting or prosecuting, either directly or indirectly, against any of the MWWS Parties (as that term is defined in the Settlement Agreement) any and all rights, claims or causes of action, whether known or unknown, which

any of them has or may have against any of the MMWS Parties which do not arise out of the Settlement Agreement.

8. Each and all of the MWWS Parties are hereby released and discharged from any and all rights, claims and causes of action, whether known or unknown, that any Class Member or anyone claiming on behalf of or through a Class Member, including attorneys, spouses, issue, agents, guardians, dependents, executors, assigns, heirs and representatives, has or may have against any of the MWWS Parties which do not arise out of the Settlement Agreement.

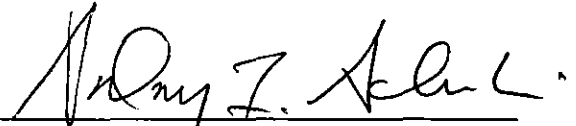
9. Neither the entry into the Settlement Agreement nor the consent to this Judgment is, or may be construed as, an admission by or against the MWWS Parties of any wrongdoing or liability. The Settlement Agreement, this Judgment and any documents related to any of the foregoing shall not be introduced in evidence in any proceeding against any MWWS Parties in any Court or agency or other tribunal for any purpose except to enforce the terms of the Settlement Agreement or this Judgment.

10. Within 30 days of the entry of this Final Judgment, MWWS shall send by first-class mail, postage prepaid, to those Class Members who are listed on Exhibits A and B of the Settlement Agreement and who timely submitted a Claim Form, checks in the gross amounts reflected in paragraph 10.1 of the Settlement Agreement.

11. The notice given to the Classes of the Settlement Agreement and the other matters set forth therein was the best notice practicable under the circumstances, including the individual notice to members of the Classes who could be identified through reasonable effort. This notice provided due and adequate notice of those proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to

such notice, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(b)(3), (c)(2), and the requirements of due process.

12. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over all parties hereto for the purpose of enforcing and administering the Settlement Agreement. This Court's retention of jurisdiction is pursuant to the agreement of all parties hereto, and is made a condition of this Order of dismissal under Federal Rule of Civil Procedure 41.



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Hon. Sidney Schenkier  
United States Magistrate Judge

OCTOBER 8, 2002  
Date