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**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

MARIA MACK  
Plaintiff

Case No: CV-21-957774

Judge: ASHLEY KILBANE

MIGDAL 1 LLC  
Defendant

**JOURNAL ENTRY**

96 DISP.OTHER - FINAL

AS SET FORTH IN THE ATTACHED ORDER AND FINAL JUDGMENT, THE AMENDED JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, FILED 08/28/2023, IS GRANTED.

JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, FILED 07/20/2023, IS DENIED AS MOOT.

- O.S.J. -

COURT COST ASSESSED TO THE PLAINTIFF(S).

PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

-O.S.J.-

Judge Signature

Date

**FILED**  
2023 OCT 27 A 8:42  
CLERK OF COURTS  
CUYAHOGA COUNTY

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

MARIA MACK,	)	CASE NO.: CV 21 957774
	)	
Plaintiff,	)	JUDGE ASHLEY KILBANE
	)	
vs.	)	
	)	
MIGDAL 1 LLC d/b/a	)	
HYUNDAI OF BEDFORD,	)	
	)	
Defendant.	)	

**ORDER AND FINAL JUDGMENT**

On the 3rd day of August, 2023, the Court conducted a Final Approval Hearing in this case concerning the final certification of a settlement class and approval of the proposed class settlement. The Court received evidence, reviewed any written objections to the proposed settlement, evaluated the Joint Motion for Final Approval of Class Action Settlement, and heard arguments of counsel for the parties. The Court determined that Parties attached an incorrect settlement agreement to the Joint Motion for Final Approval of Class Action Settlement and posted the same incorrect settlement agreement to the designated class action information website.

On August 11, 2023, the Court ordered the Parties to file an amended joint motion for final approval of class action settlement, attach the correct and accurate settlement agreement and other documents. See Journal Entry, filed August 11, 2023. The Court also ordered the Parties to

UPDATE THE CLASS ACTION INFORMATION WEBSITE TO INCLUDE THE CORRECT AND ACCURATE SETTLEMENT AGREEMENT. ON 08/03/2023. THE PARTIES COMPLIED WITH ORDER AND FILED A JOINT NOTICE OF SUBMISSION OF UPDATED SETTLEMENT AGREEMENT WITH THE COURT.

Journal Entry, filed August 11, 2023. The Parties file a Joint Notice of Submission of Updated Settlement Agreement on August 3, 2023. On August 28, 2023, the Court ordered the Parties to comply with the August 11, 2023 Order.

On August 28, 2023, the Parties filed their Amended Joint Motion for Final Approval of Class Action Settlement. Based on the Court's review, the Parties' Amended Joint Motion for Final Approval of Class Action Settlement's exhibits contain the proper settlement agreement. Therefore, the Court GRANTS the Amended Joint Motion for Final Approval of Class Action Settlement, filed August 28, 2023 and DENIES as MOOT the Joint Motion for Final Approval of Class Action Settlement, filed July 20, 2023.

1. The Settlement Agreement (the "Agreement") between the parties is attached hereto as Exhibit A and incorporated herein. All defined terms in the Agreement shall have the same meaning herein as in the Agreement itself. For ease of reference and use in this Order and Final Judgment, the Court restates the following defined terms from the Agreement:

- a. "Class Representative" means Maria Mack, individually and on behalf of similarly situated persons. ("Plaintiff")
- b. "HOB" means Migdal 1 LLC d/b/a Hyundai of Bedford ("HOB").
- c. "Class Counsel" means Ronald Frederick of Frederick & Berler, LLC, 767 E. 185<sup>th</sup> Street, Cleveland, Ohio 44119.
- d. "Settlement Class" means all people who, during the period December 29, 2017 to December 29, 2021 purchased or leased a vehicle from HOB, where they were charged a price over the advertised price.

2. The Court finds that Maria Mack is an adequate and proper class representative and that all of the other requirements for class certification pursuant to OHIO RULES OF CIVIL PROCEDURE 23 are met. Therefore, it is ORDERED that the Settlement Class is certified.

3. The Court finds that no members of the Settlement Class have asked to opt-out or be excluded from the Agreement, and none have objected, within the specified time outlined in the Agreement.

4. Having conducted the Final Approval Hearing, the Court is of the opinion that the proposed settlement is fair, reasonable, and in the best interest of the Settlement Class. The settlement is, therefore, approved, and the parties are ORDERED to implement the settlement in accordance with the terms set forth in the Agreement.

6. The Court, having reviewed Class Counsel's application for an award of attorneys' fees and expenses, approves an award of \$132,500.00 to Class Counsel with those attorneys' fees and expenses to be paid from the Settlement Fund.

7. The Court approves an incentive award in the amount of \$7,500.00, to be paid from the Settlement Fund to Maria Mack, for serving in the capacity of class representative.

8. Upon the Effective Date, all causes of action asserted by the Settlement Class are hereby dismissed with prejudice. In accordance with the terms set forth in the Agreement, upon the Effective Date, the Settlement Class will be deemed to have compromised, settled, discharged, dismissed, and released any and all Settled Claims against the Released Parties. In accordance with the terms set forth in the Agreement, upon the Effective Date, HOB will be deemed to have compromised, settled, discharged, dismissed, and released any and all Settled Claims against the Settlement Class. This is a final judgment.

It is therefore ORDERED, ADJUDGED AND DECREED that:

A. The Court hereby grants final certification for settlement purposes pursuant to Ohio Rules of Civil Procedure 23(A), (B)(3) and (E) of the Settlement Class;

B. As of the Effective Date, the Settlement Class Members on their own behalf and on behalf of their respective heirs, administrators, executors, successors and assigns shall be deemed to have released HOB and other persons and parties in accordance with the terms of the Agreement;

C. The Settlement Class Members are hereby permanently barred and enjoined from instituting or prosecuting, either directly, indirectly or in a representative capacity, any other action in any court asserting any and all of the claims released against any and all persons released under the Agreement;

D. The Court hereby decrees that neither the Agreement nor this Order is a finding, admission, or concession by HOB of any liability or wrongdoing. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in this action by the Class Representative. Neither the Agreement, this Order, the Final Judgment, the settlement proceedings, the settlement negotiations nor any related documents shall be offered or received in evidence as an admission, concession, presumption, or inference against the Parties in any proceeding, other than such proceedings as may be necessary to enforce or consummate the Agreement or to establish that such Order and Final Judgment was entered in this case;

E. Except as otherwise provided herein or in the Agreement, each Party shall bear its own fees, expenses, and costs;

F. No parties elected to be excluded from the Settlement Class as a result of submitting a timely request for exclusion is appended to this Order;

G. Without affecting the finality of this Order, the Court retains jurisdiction for purposes of implementing the Agreement and reserves the power to enter additional orders to

effectuate the fair and orderly administration and consummation of the Agreement and settlement, as may from time to time be appropriate, and to resolve any and all disputes arising thereunder;

H. Final judgment is hereby entered, approving the Agreement, certifying the Settlement Classes as provided above. The Settlement Administrator shall disburse the payments for the Settlement Class awarded hereunder from the Settlement Fund in accordance with the Agreement;

I. Any amounts remaining in the settlement fund after disbursements to the Settlement Classes, payment of Class Representative incentive payment and attorneys' fees, including amounts representing uncashed checks to class members, will be paid to the *cy pres* recipient, Legal Aid Society of Cleveland;

J. The Clerk shall dismiss the Complaint in its entirety with prejudice on the merits and at Plaintiff's costs; and

K. All other relief which is not granted by this Final Judgment is denied.

IT IS SO ORDERED.

10/26/23  
DATE

  
JUDGE ASHLEY KILBANE