

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

National Federation of the Blind, Inc. and
Jamal Mazrui,

Plaintiffs,

v.

United States Office of Personnel
Management, Kathleen McGettigan in her
official capacity as Acting Director of the
United States Office of Personnel
Management, and Blue Cross and Blue Shield
Association,

Defendants.

Case No. 1:19-cv-06249

Hon. Sharon Johnson Coleman

AGREED ORDER OF DISMISSAL

By stipulation and on a joint motion [Dkt. No. 81], the Court is advised that Plaintiffs National Federation of the Blind, Inc. and Jamal Mazrui (“Plaintiffs”), and Defendant Blue Cross and Blue Shield Association (“Defendant BCBSA”) (collectively with Plaintiffs, the “Parties”) have resolved all issues and controversies existing between them to their mutual satisfaction and that the Parties wish for this Court to retain jurisdiction to enforce the terms of their Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994). Defendant BCBSA denies any and all allegations of wrongdoing and any and all liability for the allegations in this case. Having been fully advised of the premises, the Court hereby enters the following Agreed Order of Dismissal:

IT IS HEREBY ORDERED:

1. The Parties shall comply with the signed Settlement Agreement and Release dated July 26, 2021. The Parties expressly waive their rights under Federal Rule of Civil Procedure

65(d) to the extent Rule 65(d) requires this order to be specific in terms or to describe in reasonable detail and without reference to the Settlement Agreement the act or acts to be restrained.

2. By consent of the Parties, the Court shall retain jurisdiction for the purpose of enforcing the terms of the Settlement Agreement.

3. This case is dismissed without prejudice as to Defendant BCBSA with leave to reinstate on or before June 1, 2024. This Agreed Order of Dismissal is entered without prejudice in order to allow the Court to enforce the Settlement Agreement. The Parties are barred from relitigating any claims raised in this litigation or any claims released by means of the Settlement Agreement. In any action to enforce this Agreement, the prevailing party shall be entitled to their reasonable attorneys' fees, expenses and costs incurred as necessary to enforce the Agreement.

4. In the event a motion to reinstate or motion to enforce the Settlement Agreement is not filed on or before June 1, 2024, the Court shall relinquish jurisdiction and the case shall be deemed dismissed with prejudice as to Defendant BCBSA without further order of the Court. Each party shall bear its own attorney's fees and costs.

DONE AND ORDERED in Chambers in Chicago, Cook County, Illinois, this 28th day of July, 2021.



Sharon Johnson Coleman
United States District Judge