

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

MARIA TAPIA-RENDON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WORKEASY SOFTWARE, LLC,

Defendant.

Case No. 1:21-cv-3400

Judge: Hon. Matthew F. Kennelly

Magistrate: Hon. Beth W. Jantz

**PLAINTIFF’S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiff Maria Tapia-Rendon respectfully moves this Court, without opposition from Defendant WorkEasy Software, LLC, pursuant to Fed. R. Civ. P. 23(e) for an order preliminarily approving her class action settlement with Defendant WorkEasy Software, LLC and its insurers, and approving of the proposed notice and directing its issuance. Plaintiff’s motion is based on her accompanying memorandum of points and authorities, the declaration of J. Dominick Larry, and the exhibits thereto, all filed contemporaneously herewith.

WHEREFORE, Plaintiff respectfully requests that this Court: (1) preliminarily approve the proposed Settlement Agreement; (2) approve the form and methods of the proposed notice; (3) order the issuance of notice; and (4) grant such other relief as the Court deems reasonable and just.

Dated: November 24, 2025

Respectfully submitted,

MARIA TAPIA-RENDON, individually
and on behalf of all others similarly situated,

s/ J. Dominick Larry

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**PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR
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1. INTRODUCTION

After more than four years of litigation, including certification of a Class and Subclass, a Rule 23(f) appeal to the Seventh Circuit, and competing summary-judgment motions, Plaintiff Maria Tapia-Rendon has reached a class-wide settlement with Defendant WorkEasy Software, LLC and its insurers, bringing this biometric-privacy litigation to a close on the eve of trial. Under the Settlement, WorkEasy and its insurers will contribute \$1.685 million over five years, to be paid out to the Class members and Subclass members who timely submit valid claims.

The Settlement, reached only after a settlement conference and follow-up sessions with the Court, represents a strong result for the Class when viewed against the risk of trial and WorkEasy's financial and insurance positions. For the reasons set forth herein, Plaintiff respectfully requests that the Court grant preliminary approval, approve the notice plan herein, and order the dissemination of notice to the Class.

2. BACKGROUND

2.1. The Biometric Information Privacy Act

Recognizing the “very serious need” to protect Illinoisans’ biometrics, the Illinois legislature passed the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”), unanimously in 2008. 740 ILCS 14/5. BIPA makes it unlawful for any private entity to “collect, capture, purchase, receive through trade, or otherwise obtain” a person’s biometric identifier or information, unless it first informs them of the collection, its purpose, and the duration of storage, and then obtains written consent to the same. 740 ILCS 14/15(b). BIPA also requires the maintenance of and compliance with a written policy concerning destruction of biometrics, § 15(a), bars disclosure of biometrics without written consent, § 15(d), and requires the use of industry-standard security measures to protect any biometric data collected, § 15(e).

2.2. Litigation, negotiation, and settlement

For over a decade, WorkEasy¹ has sold several models of functionally identical biometric timeclocks and accompanying software to businesses worldwide, including to hundreds of businesses in Illinois. ECF No. 301 at 8–9; ECF No. 281. Through a staffing agency, Plaintiff worked for one of WorkEasy’s customers, United Tape & Finishing Co., Inc., in Woodridge, Illinois. ECF No. 127, ¶ 24. While there, Plaintiff used one of WorkEasy’s cloud-based biometric timeclocks. ECF No. 323, ¶¶ 58, 59. Plaintiff alleged that the timeclocks and their software captured and stored her biometric identifiers and information, and she filed suit against WorkEasy, United Tape, and Employer Solutions Staffing Group II, LLC (the staffing agency) for BIPA violations, as well as common-law privacy torts. ECF No. 1.

Plaintiff initiated discovery in August 2021. Larry Decl. ¶ 3. Plaintiff voluntarily dismissed her claims against Employer Solutions in December 2021, as discovery had shown that the company neither owned nor had access to the biometric data collected from the timeclock. ECF No. 42. Plaintiff reached a class-wide settlement with United Tape on September 27, 2022, ECF No. 81-1, and the Court granted final approval on May 17, 2023. ECF No. 137.

Meanwhile, Plaintiff and WorkEasy completed fact and expert discovery. Larry Decl. ¶ 3.² That discovery led to Plaintiff filing an amended complaint in April 2023, dropping her common-law claims and her BIPA Section 15(a) claims against WorkEasy and adding claims alleging that

¹ WorkEasy was previously known as EasyWorkforce, EasyClocking, and SekureID. *See* ECF No. 322-1 at 6.

² During discovery, one of WorkEasy’s insurers, Scottsdale Insurance Company, initiated a declaratory action against WorkEasy and Plaintiff. *See Scottsdale Ins. Co. v. EasyWorkforce Software, LLC, et al.*, No. 23-cv-991 (N.D. Ill.). Around the same time, another one of WorkEasy’s insurers, Wilshire Insurance Co., provided defense under a reservation of rights. A third insurer, Hartford Underwriters Insurance Co., initiated a declaratory action against WorkEasy and Plaintiff prior to the final settlement conference in this case. *See Hartford Underwriters Ins. Co. v. WorkEasy Software, LLC, et al.*, No. 25-cv-11109 (N.D. Ill.).

WorkEasy had failed to adequately secure her biometrics in violation of BIPA Section 15(e) and had disclosed her biometrics to its server vendor in violation of BIPA Section 15(d). ECF No. 127.³ On August 15, 2023, the Court certified a Class of all individuals who used a cloud-based WorkEasy biometric device⁴ in Illinois on or after June 24, 2016 and a Subclass of those Class members who used the device on or before April 30, 2022. ECF No. 167. WorkEasy moved for reconsideration of the Court's order, and the Court denied that motion. ECF No. 187. WorkEasy then petitioned the Seventh Circuit for review under Federal Rule of Civil Procedure 23(f), and the Circuit Court denied that petition on April 8, 2024. ECF No. 202.

With class certification resolved, Plaintiff began the process of disseminating notice to the Class. Because the Class members' identities were largely unknown to WorkEasy, Plaintiff had to subpoena each of WorkEasy's Illinois customers for lists of their employees who used WorkEasy's fingerprint devices in Illinois during the Class period. *See, e.g.*, ECF No. 207. After spending tens of thousands of dollars and engaging in repeated rounds of show-cause and contempt briefing involving dozens of entities, *see, e.g.*, ECF Nos. 224–243, 247–281, Plaintiff was eventually able to obtain employee lists from 136 WorkEasy customers, containing contact information for 8,858 class members. ECF No. 281. The notice administrator then disseminated direct notice to the

³ Plaintiff dismissed her Section 15(a) claims because her theory, as pleaded, failed to confer Article III standing to sue. *See* ECF No. 108. Plaintiff then refiled her Section 15(a) claim in state court. Larry Decl. ¶ 9. As part of the settlement, Plaintiff now seeks to file a second amended complaint re-asserting the Section 15(a) claims, so that the entire controversy can be resolved in one forum. The proposed second amended complaint includes allegations that WorkEasy retained her information when it was no longer necessary to do so, *see* ECF No. 375-1, ¶¶ 23, 46, which constitutes an injury giving rise to federal jurisdiction. *See Fox v. Dakota Integrated Sys., LLC*, 980 F.3d 1146, 1154–55 (7th Cir. 2020).

⁴ “Cloud-based WorkEasy biometric device” is defined to include a specific set of timeclocks. *See* ECF No. 139 at 7.

individuals on the Class list and effectuated a publication-notice program to apprise the remaining Class members of the class claims and of their ability to opt out. *See* ECF No. 289.

Following the dissemination of notice, Plaintiff moved for partial summary judgment on liability on all of her claims, and WorkEasy cross-moved for summary judgment. ECF Nos. 300 and 314. The Court granted WorkEasy’s summary-judgment motion on Plaintiff’s Section 15(d) claims, finding that WorkEasy did not disclose Plaintiff’s biometrics to its server vendor, and the Court granted Plaintiff partial summary judgment on the issue of whether the fingerprint data at issue was “biometric information” as defined by BIPA. *See* ECF No. 354. The Court otherwise denied the motions, finding disputed issues of fact regarding WorkEasy’s collection and possession of the biometric information, and regarding its compliance with industry standards for securing the biometrics. *Id.* Following its ruling, the Court set a December 8, 2025 trial date. ECF Nos. 357.

On October 9, 2025, the Court presided over a settlement conference attended by counsel and representatives for the Class, WorkEasy, and WorkEasy’s three insurers, Hartford Underwriters Insurance Co., Scottsdale Insurance Co., and Wilshire Insurance Co. ECF No. 365. Through the conference and a series of follow-up meetings with the Court, the parties and the insurers were able to reach an agreement in principle on October 15, 2025. ECF No. 367. Over the course of the following five weeks, the parties and the insurers executed a term sheet, solicited bids from and selected a settlement administrator, and executed the settlement agreement now before the Court for preliminary approval. Larry Decl. ¶ 15.

3. TERMS OF THE SETTLEMENT

3.1. Class definition

The Court certified a Class and Subclass on August 15, 2023, and the Settlement does not seek to change the Class criteria. Larry Decl., Ex. 1 (“Agreement”), ¶¶ 1.7, 1.37.

3.2. Settlement payments

WorkEasy and its insurers have agreed to create a \$1,685,000 settlement fund. Agreement, § 2.1. After final approval, WorkEasy will make an initial payment of \$400,000 (less the amount already paid for settlement notice), Wilshire will pay \$100,000, Hartford will pay \$20,000, and Scottsdale will pay \$15,000. *Id.* Every six months after that, WorkEasy will pay a further \$115,000 until a total of \$1,685,000 has been paid into the settlement fund. Agreement, ¶ 2.1.3.

From the fund, the costs of notice and administration (approximately \$67,767 for the initial notice and payments, and \$14,122 per year after that), litigation expenses (no more than \$253,376.31), attorneys' fees (no more than one third of the fund), and Plaintiff's service award (up to \$10,000) will be paid. Agreement, ¶ 2.2.2.2. The remaining amount in the Settlement Fund will be distributed to Class Members who submit valid claims according to an allocation formula, with Subclass Members receiving 50% more than Class Members who are not in the Subclass (reflecting the fact that Class Members have two live claims—under BIPA Sections 15(a) and (b)—while Subclass members have an additional claim under Section 15(e)). Agreement, ¶ 2.2.2.1. The Class contains 21,915 members and the Subclass contains 19,248 members, and Class Counsel expect the per-person payments to total between \$160 (for Class Members if there is a 15% claims rate) and \$750 (for Subclass Members with a 5% claims rate). Agreement, Recitals, ¶ F. Class members will receive their payments yearly, and any unclaimed funds will be rolled over to the next round of payments. Agreement, ¶ 2.2.7. Once WorkEasy has completed its installment payments, any remaining unclaimed funds will be redistributed to the Class Members who timely cashed their checks or otherwise accepted their payments, and that process will continue until the remaining funds are insufficient to cover the costs of distribution. Agreement, ¶¶ 2.2.9–2.2.10. At that point, the remaining funds will be sent to the Unclaimed Property Division of the Illinois

Treasurer's Office. Agreement, ¶ 2.2.10.

3.3. Prospective relief

Following the Subclass period, WorkEasy began to encrypt the database containing the templates collected through its biometric devices, and it obtained SOC-2 certification at the corporate level.⁵ Then, in 2023, WorkEasy rolled out an update to its cloud-enabled biometric devices, requiring new users to agree to the collection of their biometrics prior to their registration on the device. Larry Decl. ¶ 4. Under the Settlement, WorkEasy will maintain that consent interface and industry-standard database encryption as long as its customers continue to use cloud-based biometric devices in Illinois. Agreement, ¶ 2.3. WorkEasy has also agreed that, beginning within 60 days of the Settlement's Effective Date, it shall ensure deletion of any template data for a Class Member whose status is designated as "terminated" by their employer within 60 days of such status change. *Id.* Prior to the Settlement, WorkEasy's policy was to retain those templates indefinitely, unless the employer requested deletion, which had not occurred. Larry Decl. ¶ 4.

3.4. Release of liability

Upon the Effective Date, (i) Plaintiff and every Class Member who has not timely filed a request to be excluded from the Class will release and forever discharge the Released Parties as further explained in the Settlement Agreement, and (ii) the Court will be asked to enter a final judgment in favor of Defendant, dismissing with prejudice all claims asserted in, or that could have been asserted in, this action, the state-court action, or the insurance-coverage actions, against WorkEasy or its insurers. Settlement Agreement ¶ 3.1. The Settlement does not provide for a general release of the Class Members' claims. *Id.*

⁵ SOC-2 "is an industry certification used to certify that a third-party service provider is compliant with industry standards and ensures that they store and process client data securely." ECF No. 303-49 at 14.

3.5. Payment of notice and administration costs

The Settlement Fund will be used to pay the costs of sending the Notice and any other notice the Court requires, as well as all costs of administration. *Id.* ¶ 1.31.

3.6. Payment of attorneys' fees, costs, and service award

Plaintiff may seek a service award of not more than \$10,000 as compensation for her effort in bringing the case and achieving the benefits of the Settlement on behalf of the Class. *Id.* ¶ 8.3. Further, Class Counsel may seek attorneys' reimbursement of its expenses up to \$253,276.31, and attorneys' fees in an amount not to exceed one third of the net settlement fund. Settlement Agreement, ¶ 8.1. WorkEasy may oppose both the request for a service award and the request for attorneys' fees and expenses. *Id.* ¶¶ 8.1, 8.3.

Plaintiff intends to seek reimbursement of litigation expenses from the initial settlement fund, but will seek payment of attorneys' fees and the incentive award over time, in the same fashion that the class members' payments will be distributed. Larry Decl. ¶ 16.

4. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL

When considering whether a settlement is "within the range of possible approval" such that there is "reason to notify the class members of the proposed settlement and to proceed with a fairness hearing," *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982), Rule 23(e)(2) directs courts to consider whether: (1) the class representative and counsel have adequately represented the class; (2) the settlement was negotiated at arm's length; (3) the settlement treats class members equitably relative to each other; and (4) the relief provided is adequate. Fed. R. Civ. P. 23(e)(2). Here, the settlement satisfies these factors and warrants preliminary approval.

4.1. Plaintiff and Proposed Class Counsel have adequately represented the Class.

Rule 23(e)(2)(A)'s adequacy analysis focuses "on the actual performance of counsel acting

on behalf of the class,” and considers (1) the nature and amount of discovery completed and (2) the “actual outcomes” of other, similar cases. Fed. R. Civ. P. 23(e), Advisory Committee’s Note to 2018 Amendment.

Here, Plaintiff has been involved throughout this case, including helping her attorneys investigate her claims; reviewing the complaint before filing; responding to discovery from both United Tape and WorkEasy; sitting for two depositions; regularly conferring with her counsel; rejecting, authorizing, and ultimately accepting settlement proposals; participating in the in-person settlement conference that led to the Settlement; and reviewing and signing the settlement agreement. Larry Decl. ¶ 20. There would be no settlement without Plaintiff’s representation.

Likewise, Class Counsel’s performance in this case demonstrates their adequacy. First, proposed Class Counsel conducted more than enough discovery to “evaluate the merits of the case” and engage in informed negotiations. *See Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07-cv-2898, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (noting that the standard “is not whether it is conceivable that more discovery could possibly be conducted.”). Fact and expert discovery were completed, and trial was just six weeks away when the parties reached an agreement in principle with the Court’s assistance. ECF Nos. 357 and 367. Class Counsel’s work included serving and reviewing responses to hundreds of discovery requests; reviewing thousands of pages of documents and deposition testimony; undertaking the burdensome process of constructing the class list through subpoenas of 267 of WorkEasy’s Illinois customers; funding the class-notice process; and briefing numerous dispositive issues, including Plaintiff’s motion for class certification, WorkEasy’s motion for reconsideration of the Court’s certification ruling, WorkEasy’s Rule 23(f) appeal of the certification Order; and the parties’ summary-judgment

motions. Larry Decl. ¶ 21. That effort has crystallized the issues sufficiently for Plaintiff and her counsel to weigh the risks and rewards of settlement and further litigation. *Id.* ¶ 22.

As a result of that work, Plaintiff and Class Counsel were able to obtain a result that maximizes the recovery for the Class in light of WorkEasy’s financial condition and the uncertain—at best—status of WorkEasy’s insurance coverage. Despite those real financial limitations, the Settlement will, if approved, recover a gross amount of \$76.89 each and provide each claiming class member with payments of hundreds of dollars, which is in line with typical recoveries in BIPA cases against biometric vendors. *See, e.g., Bernal v. ADP LLC, et al.*, Case No. 2017-CH-12364 (Ill. Cir. Ct. Feb. 10, 2021) (gross recovery of \$78.13 per class member and payments of approximately \$350 per member); *Sayas v. Biometric Impressions Corp.*, Case No. 2020-CH-00201 (Ill. Cir. Ct. Mar. 6, 2024) (gross recovery of \$108.50 per class member).

Thus, the Class stands to reap valuable benefits thanks to Plaintiff’s and Class Counsel’s hard work pursuing representing their interests. This factor is satisfied.

4.2. The Settlement was the result of arm’s-length negotiations.

The second Rule 23(e)(2) factor looks to whether the parties negotiated the settlement at arm’s length. Fed. R. Civ. P. 23(e)(2)(B). This factor is easily satisfied. To start, the parties here discussed settlement only after starting discovery. *See Wright v. Nationstar Mortg. LLC*, No. 14-cv-10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016) (finding no collusion or unfairness where the parties “engaged in discovery” prior to reaching settlement). And that negotiation process took place over the course of years. Plaintiff and WorkEasy first began discussing settlement early in 2022, Larry Decl. ¶ 5, and held an unsuccessful settlement conference with Magistrate Judge Jantz in December 2022. ECF Nos. 93, 101. The parties continued to negotiate off-and-on for years, without resolution. Larry Decl. ¶¶ 5–7, 12, 13. Only after the Court ruled on the parties’ summary-judgment motions and presided over an in-person settlement conference was

an agreement reached, and even that required further assistance from the Court in the days following the conference. *See* ECF Nos. 365, 367.

The settlement process was, therefore, entirely free from collusion, and the Settlement's terms confirm its absence: "[T]here is no provision for reversion of settlement amounts, no clear sailing clause regarding attorneys' fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's length negotiation." *Snyder v. Ocwen Loan Servicing, LLC*, No. 14-cv-8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019) (Kennelly, J.). Accordingly, this factor also favors approval.

4.3. The Settlement treats all Class and Subclass members equally.

Next, the Court considers whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). It does. To start, the allocation formula between Class members and Subclass members is equitable: following summary judgment, Class members have two live bases for BIPA liability (Sections 15(a) and (b)), while Subclass members have an additional basis for recovery (BIPA Section 15(e)). Accordingly, Subclass members' recoveries surpass Class-member recoveries by a ratio of three to two. Agreement ¶ 2.2.2.1. Because Rule 23(e)(2)(D) "requires equity, not equality, and treating class members equitably does not necessarily mean treating them all equally," *In re Blue Cross Blue Shield Antitrust Litig. MDL 2406*, 85 F.4th 1070, 1093 (11th Cir. 2023), Courts approve similar allocation formulae where "the mechanism developed for distributing the fund is proportionate to what each member of the class suffered, awarding those who suffered more ... a greater share." *Herrera v. Charlotte Sch. of Law, LLC*, 818 Fed. Appx. 165, 175–76 (4th Cir. 2020); *Corzo v. Brown Univ.*, No. 22-cv-125, 2024 WL 3506498, at *4 (N.D. Ill. July 20, 2024) (Kennelly, J.).

Within both the Class and the Subclass, the Settlement treats members equitably by

offering them *pro rata* payments: Each claiming Class member will receive two allocation points, and each claiming Subclass member will receive three, with the value of one allocation point being equal across the Class (and dependent on the number of claims filed). *See* Agreement ¶ 2.2.2. *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 855 (1999) (equitable treatment is “assured by straightforward *pro rata* distribution of the limited fund.”).

The provision of a service award to Plaintiff is consistent with that equitable treatment. The \$10,000 service award would reflect the substantial work Plaintiff performed for the Class’s benefit, and is in line with those paid in other BIPA cases. *See, e.g., Roberts v. Graphic Packaging Int’l, LLC*, No. 21-cv-750, 2024 WL 3373780, at *6 (S.D. Ill. July 11, 2024) (collecting cases); *Dixon v. Washington & Jane Smith Cmty.-Beverly*, No. 17-cv-8033, ECF No. 103 (N.D. Ill. May 31, 2018) (\$10,000 service award). Moreover, Plaintiff will receive any service award in payments made over five years, just like the Class-Member payments. Larry Decl. ¶ 17.

Because both the allocation plan and the proposed service award are equitable, Rule 23(e)(2)(D) supports preliminary approval.

4.4. The relief secured by the Settlement warrants approval.

The final Rule 23(e)(2) factor examines whether the relief provided for the class is adequate considering (i) the cost, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any agreements made in connection with the proposed settlement. Fed. R. Civ. P. 23(e)(2). As set forth below, each supports approval.

4.4.1. The costs, risks, and delay of trial and appeal warrant approval.

To start, the cost, risk, and delay of further litigation favor approval. The Court held at summary judgment that a jury could reasonably find that WorkEasy neither collected nor captured

the Class's biometric information. ECF No. 357. If the jury did so find, that would defeat all of Plaintiff's claims. 740 ILCS 14/15. The Court also held that a jury could find WorkEasy's data-security measures sufficient under Section 15(e). ECF No. 357. And the State Court already dismissed Plaintiff's Section 15(a) claims without prejudice. Larry Decl. ¶ 10. In short, while Class Counsel is confident in their ability to prove the Class's claims, they also recognize that their affirmative summary judgment motion largely failed, and anything can happen at trial.

Even if the Class prevailed on liability, obtaining and actually collecting on a damages award would be no sure thing. Starting with the damages award, while Class Counsel believes that BIPA's text provides for liquidated damages of either \$1,000 or \$5,000 per violation (depending on state of mind), Class Counsel is obviously aware of the Illinois Supreme Court's statements on the matter, and this Court's resulting decision that the statute creates a discretionary-damages regime. *See Rogers v. BNSF Ry. Co.*, 680 F. Supp. 3d 1027, 1041 (N.D. Ill. 2023) (citing *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004 ¶ 42). As a result, Plaintiff and Class Counsel were cognizant of the possibility that the jury could award the Class less in damages than WorkEasy was offering in settlement.

Worse still, even if the jury had awarded more than the Class now stands to recover in settlement, the jury's award would have been effectively un-collectable. From the start of Plaintiff's settlement negotiations with WorkEasy in 2022, WorkEasy has denied its ability to fund a large settlement, and has provided detailed financial statements to that effect. Larry Decl. ¶ 14. Each time WorkEasy gave Plaintiff a new set of financials, Class Counsel reviewed them with their accounting expert, and WorkEasy answered any questions Class Counsel had regarding the financials. Larry Decl. ¶ 14. Before and during the settlement conference, WorkEasy shared

updated financials with Plaintiff and the Court, and Class Counsel's takeaway was that WorkEasy could not have paid more than it offered in settlement. *Id.*

None of that would have been a problem if WorkEasy had applicable insurance coverage, but two of WorkEasy's insurers had denied coverage and initiated declaratory actions, while the third was offering defense under a reservation of rights. Settlement, Recitals ¶¶ B, C, N. To obtain coverage, Plaintiff and/or WorkEasy would have had to convince the Seventh Circuit to deviate from several of its recent decisions, or to certify the question to the Illinois Supreme Court. *See Citizens Ins. Co. of Am. v. Mullins Food Prods., Inc.*, 135 F.4th 1082, 1091 (7th Cir. 2025) (citing *Thermoflex Waukegan, LLC v. Mitsui Sumitomo Ins. USA, Inc.*, 102 F.4th 438 (7th Cir. 2024)). Given that the Seventh Circuit has recently refused to certify the relevant insurance questions to the Illinois Supreme Court, *see Citizens*, 135 F.3d at 1091, and the Illinois Supreme Court has denied petitions for leave to appeal raising similar issues, *see Ohio Sec. Ins. Co. et al. v. Wexford Home Corp.*, No. 131378 (Ill. Mar. 26, 2025), the odds of obtaining coverage were exceedingly slim.

Against these odds, the payment of \$1.55 million by WorkEasy and another \$135,000 by its insurers represents a best-case outcome, which supports approval. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 582 (N.D. Ill. 2011).

4.4.2. The effectiveness of the distribution method supports approval.

The Settlement's straightforward distribution process also favors approval. *See Fed. R. Civ. P. 23(e)(2)(C)(ii)*. An effective distribution method "get[s] as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible." 4 Newberg and Rubenstein on Class Actions § 13:53 (6th ed.). Here, the Settlement provides for complete distribution to Class members who submit valid claims. After the Class members make

a single claim, they will automatically receive recurring distributions until the amount remaining in the fund is less than the cost of distributing it, at which point it will be turned over to the Illinois Treasurer's unclaimed property division. Agreement, ¶ 2.2.7–10.

4.4.3. The proposed fee award supports approval.

Third, the relief provided to the class considering “the terms of any proposed award of attorneys’ fees, including timing of payment,” Fed. R. Civ. P. 23(e)(2)(C)(iii), favors approval. The Settlement contemplates that proposed Class Counsel will seek a fee award not to exceed one third of the settlement fund, which WorkEasy may oppose. Agreement ¶ 8.1. The percentage-of-the-fund method has, to Class Counsel’s knowledge, been used to determine attorneys’ fees in every BIPA settlement to date, and the Settlement’s upper bound of one-third of the fund is within the range of reasonable BIPA settlements. *See, e.g., In re Clearview AI, Inc., Consumer Privacy Litig.*, No. 21-cv-135, 2025 WL 1371330 (N.D. Ill. May 12, 2025) (awarding 39.1% of gross settlement fund); *Hirmer v. ESO Sols., Inc.*, No. 22-cv-1018, 2025 WL 2048339, at *3 (N.D. Ill. Jan. 14, 2025) (awarding 36% of net settlement fund); *Roberson v. Maestro Consulting Services, LLC*, No. 20-cv-895, 2024 WL 4785358, at *3 (S.D. Ill. Nov. 14, 2024) (awarding 40% of the gross settlement fund). Accordingly, the Settlement’s allowance for Class Counsel to seek, and WorkEasy to oppose, an award of one-third of the fund in attorneys’ fees, Agreement ¶ 8.1, is more than appropriate.

4.4.4. There are no agreements requiring disclosure under Rule 23(e)(3).

Rule 23(e)(3) requires disclosure of “any agreement made in connection with the propos[ed]” settlement. Fed. R. Civ. P. 23(e)(3). Here, there are no such agreements; the entirety of the parties’ agreement is reflected in the Settlement presented to the Court. Larry Decl. ¶ 19. As such, this factor favors approval as well.

5. THE NOTICE PLAN SHOULD BE APPROVED

Even where a class has already been certified under Rule 23(b)(3) and notice disseminated, Rule 23(e) requires notice to the absent class members and an opportunity to object and opt out. Fed. R. Civ. P. 23(e)(1), (4), (5). That notice must be the “best ... practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

Here, the proposed notice is the best practicable under the circumstances. The Settlement contemplates providing direct “individual notice to all class members who [were] identified” through the subpoena process. Fed. R. Civ. P. 23(c)(2)(B); Settlement, ¶ 4.1.3. The Settlement also contemplates a website, mailing address, and phone number, along with a publication notice plan intended to apprise as many absent class members as practicable of the settlement. Settlement, § 4.1. The publication campaign will be targeted toward Illinoisans who have recently worked hourly jobs, with advertisements appearing on Facebook, Instagram, and on websites likely to be viewed by class members. Larry Decl. ¶ 18. The proposed claim form and short-form and long-form notices are attached as Exhibits A through C to the Settlement, and contain plain-language details of the information required by Rule 23(c)(2)(B). Because the notice satisfies Rule 23 and provides due process, it warrants approval.

6. CONCLUSION

Accordingly, Plaintiff respectfully requests that this Court: (1) preliminarily approve the proposed Settlement; (2) approve the form and methods of the proposed notice; (3) order the issuance of notice; and (4) grant such other relief as the Court deems reasonable and just.

Dated: November 24, 2025

Respectfully submitted,

MARIA TAPIA-RENDON, individually
and on behalf of all others similarly situated,

s/ J. Dominick Larry

One of Plaintiff's Attorneys

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Class Counsel

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

MARIA TAPIA-RENDON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WORKEASY SOFTWARE, LLC,

Defendant.

Case No. 1:21-cv-3400

Judge: Hon. Matthew F. Kennelly

Magistrate: Hon. Beth W. Jantz

**DECLARATION OF J. DOMINICK LARRY
IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL**

Pursuant to 28 U.S.C. § 1746, I, J. Dominick Larry, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois. I am the owner of Nick Larry Law LLC, and have been retained to represent Plaintiff and appointed as Class Counsel in this matter.

2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval. I am over 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

3. Plaintiff filed her complaint on June 24, 2021 and served her first set of written discovery requests on WorkEasy on August 26, 2021. Discovery proceeded on track, with class certification fact discovery completed in August 2022, class certification expert discovery completed in April 2023, merits fact discovery completed in January 2024, and merits expert discovery completed in April 2024.

4. Discovery showed that WorkEasy started encrypting the database of stored fingerprint templates in mid-2022, as part of the process of obtaining SOC-2 certification. Discovery also showed that in 2023, WorkEasy updated its cloud-based biometric devices, requiring new users to agree to the collection of their biometrics prior to their registration on the device. Finally, WorkEasy admitted in discovery that its policy was to retain its customers' employees' templates indefinitely, unless the employer requested deletion. According to WorkEasy's CEO, no such deletion had been requested.

5. Plaintiff and WorkEasy first began discussing settlement in early 2022. Over the course of several months, Plaintiff and WorkEasy negotiated, with WorkEasy providing financial statements, as relevant to its ability to fund a settlement.

6. After WorkEasy disclosed its insurance coverage in summer 2022, the parties paused their direct negotiations, and Class Counsel began discussions with the insurers regarding coverage.

7. The parties and WorkEasy's insurers then engaged in a settlement conference with Magistrate Judge Jantz, *see* ECF No. 93, and further efforts with the Magistrate that ultimately did not lead to settlement. ECF No. 101.

8. Following the settlement conference, and in advance of moving for class certification, Plaintiff sought and obtained leave to amend her complaint based on information learned in discovery. In her amended complaint, Plaintiff added claims on behalf of the Subclass under Sections 15(d) and 15(e) of BIPA. Plaintiff's amended complaint withdrew her common-law claims because she did not believe them to be certifiable, and withdrew her BIPA Section 15(a) claim due to a lack of Article III standing. Plaintiff filed her amended complaint on April 18, 2023.

9. Plaintiff then re-filed her Section 15(a) claim in state court on May 10, 2023. *See Tapia-Rendon v. EasyWorkforce Software, LLC*, No. 2023-LA-000486 (Cir. Ct. DuPage Cnty., Ill.).

10. On September 26, 2023, shortly after this Court certified the Class and Subclass, the state court dismissed Plaintiff's Section 15(a) claim without prejudice. Plaintiff filed an amended complaint in the state-court action on October 26, 2023, and the case was stayed pending resolution of this action on December 19, 2023.

11. After the Seventh Circuit denied of WorkEasy's Rule 23(f) petition, Class Counsel began the process of serving subpoenas on WorkEasy's Illinois customers to obtain class-member information, as WorkEasy claimed it had no way to assemble a class list. The subpoena process took several months, and cost over \$60,000 in out-of-pocket expenses.

12. Following the conclusion of the class-list subpoena process, the parties again engaged in a round of unsuccessful settlement discussions.

13. Only after the Court ruled on the parties' summary-judgment motions and presided over an in-person settlement conference was an agreement reached, and even that required further assistance from the Court in the days following the conference.

14. Throughout the litigation, WorkEasy has maintained that it lacked the ability to fund a large judgment or settlement. From the beginning of settlement negotiations, WorkEasy has provided detailed financial statements to Class Counsel, so that Class Counsel could assess WorkEasy's ability to fund a settlement or judgment. Class Counsel engaged a financial consulting expert to assist with reviewing the financial statements and developing follow-up questions, and WorkEasy has consistently provided additional or clarifying information upon request. During the settlement conference with the Court, WorkEasy provided updated financial statements to Class

Counsel and the Court, and engaged Class Counsel in a lengthy face-to-face discussion regarding its financial condition. As a result of this information exchange, Class Counsel have determined that WorkEasy's ability to pay is extremely limited. Class Counsel believe that the settlement reflects the most the Class could have realistically obtained from WorkEasy.

15. The parties reached an agreement in principle on October 15, 2025, and over the course of the following five weeks, the parties and the insurers executed a term sheet, solicited bids from and selected a settlement administrator, and executed the settlement agreement now before the Court for preliminary approval.

16. The settlement provides for Class Counsel to seek reimbursement of their expenses and an award of attorneys' fees from the settlement fund. Class Counsel intends to request its expense reimbursement entirely from the initial round of funding payments, with any fee award paid out a similar schedule to the Class member payments (a payment upon the initial post-final-approval funding, and additional payments yearly thereafter). Class Counsel intends to limit its attorney-fee request to one third of the net settlement fund (i.e., after the deduction of class-notice costs and settlement-notice-and-administration costs).

17. Plaintiff also intends to seek payment of her incentive award along the same timeline as the Class member payments, with payment of the full award being broken into an initial payment followed by annual installments thereafter.

18. The settlement's publication-notice program will be targeted toward Illinoisans who have recently worked hourly jobs, with advertisements appearing on Facebook, Instagram, and on websites likely to be viewed by class members.

19. There are no side agreements among the parties. All terms of their agreement are reflected in the settlement presented to the Court and attached as Exhibit 1.

Plaintiff's and Class Counsel's Contributions

20. Plaintiff has been involved throughout this case, including helping her attorneys investigate her claims; reviewing the complaint before filing; responding to discovery from both United Tape and WorkEasy; sitting for two depositions; regularly conferring with her counsel; rejecting, authorizing, and ultimately accepting settlement proposals; participating in the in-person settlement conference that led to the Settlement; and reviewing and signing the settlement agreement.

21. Class Counsel's work included serving and reviewing responses to hundreds of discovery requests; reviewing thousands of pages of documents and deposition testimony; undertaking the burdensome process of constructing the class list through subpoenas of 267 of WorkEasy's Illinois customers; funding the class-notice process; and briefing numerous dispositive issues, including Plaintiff's motion for class certification, WorkEasy's motion for reconsideration of the Court's certification ruling, WorkEasy's Rule 23(f) appeal of the certification Order; and the parties' summary-judgment motions.

22. Based on the substantial work performed, both Plaintiff and Class Counsel were sufficiently informed to weigh the risks and rewards of settlement and further litigation.

Exhibits

23. Attached as Exhibit 1 is a copy of the parties' class action settlement agreement, inclusive of its own exhibits.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Executed on November 24, 2025, in Chicago, Illinois.

A handwritten signature in blue ink, appearing to read "J. Dominick Larry", written over a horizontal line.

J. Dominick Larry

EXHIBIT 1

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

MARIA TAPIA-RENDON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WORKEASY SOFTWARE, LLC

Defendant.

Case No. 1:21-cv-3400

Judge: Hon. Matthew F. Kennelly

Magistrate: Hon. Beth W. Jantz

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff Maria Tapia-Rendon (“Tapia-Rendon” or “Plaintiff”), for herself individually and on behalf of the certified Class, and WorkEasy Software, LLC (“WorkEasy”), Wilshire Insurance Company (“Wilshire”), Scottsdale Insurance Company (“Scottsdale”), and Hartford Underwriters Insurance Company (“Hartford”) (each referred to individually as a “Party” and collectively as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. On June 24, 2021, Plaintiff filed a putative class action complaint against WorkEasy, then operating as EasyWorkforce Software, LLC, in the United States District Court for the Northern District of Illinois (“the Federal Action”), alleging claims for negligence, intrusion upon seclusion, and violations of the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”), relating to WorkEasy’s allegedly unauthorized collection, storage, and

possession of her biometric data through WorkEasy’s cloud-based timekeeping systems.¹

Plaintiff sought to represent a class of individuals similarly situated, and sought to recover damages, injunctive relief, costs, and attorneys’ fees.

B. Wilshire agreed to provide WorkEasy a defense under reservation of rights, which WorkEasy accepted.

C. On February 17, 2023, Scottsdale instituted a declaratory judgment action against WorkEasy, and Plaintiff as a nominal defendant, in the United States District Court for the Northern District of Illinois, asserting that it had no duty to defend or indemnify WorkEasy for the claims asserted by Plaintiff. *See Scottsdale Ins. Co. v. EasyWorkforce Software, LLC, et al.*, No. 23-cv-991 (N.D. Ill.) (“the Scottsdale Action”).

D. On April 18, 2023, Plaintiff amended her complaint, dropping her common-law claims and her claims under BIPA Section 15(a), and adding claims for violations of BIPA Sections 15(d) and 15(e) on behalf of a proposed subclass.

E. On May 10, 2023, Plaintiff filed a class action complaint against WorkEasy in the Circuit Court of DuPage County, Illinois, 18th Judicial Circuit (“the State Action”), re-asserting claims for violation of BIPA Section 15(a) on behalf of a proposed class.

F. On August 15, 2023, in the Federal Action, the Court certified under Fed. R. Civ. P. 23(b)(3) a Class of “all individuals who used any cloud-based [WorkEasy] biometric device in Illinois on or after June 24, 2016” and a Subclass of “All Class Members who used a cloud-based [WorkEasy] biometric device in Illinois on or after April 30, 2022.” ECF No. 167. WorkEasy has represented that the Class contains 21,915 members, and that the Subclass contains 19,248 members.

¹ Plaintiff also asserted claims against the company that owned the workplace where she used a WorkEasy timekeeping system, and the staffing agency that employed her. Those claims have already been finally resolved.

G. On September 26, 2023, the judge presiding over the State Action dismissed Plaintiff's claims with leave to amend.

H. On October 26, 2023, Plaintiff filed an amended complaint in the State Action.

I. On December 19, 2023, by the agreement of Plaintiff and WorkEasy, the State Action was stayed pending resolution of the Federal Action.

J. On July 16, 2024, Scottsdale moved for summary judgment in the Scottsdale Action. Briefing was completed on Scottsdale's motion on September 10, 2024.

K. On February 14, 2025, in the Federal Action, Plaintiff moved for partial summary judgment as to liability, and WorkEasy moved for summary judgment. Those motions were fully briefed as of May 28, 2025.

L. On August 8, 2025, the Court in the Federal Action granted WorkEasy's motion for summary judgment as to Plaintiff's claims under 740 ILCS 14/15(d) and granted Plaintiff's motion for partial summary judgment as to the status of the data at issue as biometric information within the meaning of 740 ILCS 14/10. The Court otherwise denied the parties' motions for summary judgment.²

M. On August 15, 2025, the Court set the Federal Action for trial on December 8, 2025.

N. On September 15, 2025, Hartford instituted a declaratory judgment action against WorkEasy, and Plaintiff as a nominal defendant, in the United States District Court for the Northern District of Illinois, asserting that it had no duty to defend or indemnify WorkEasy for the claims asserted by Plaintiff. *See Hartford Underwriters Ins. Co. v. WorkEasy Software, LLC, et al.*, No. 25-cv-11109 (N.D. Ill.) ("the Hartford Action").

² On the same date, the Court separately granted WorkEasy's Motion for Summary Judgment on the cross-claims of defendant United Tape & Finishing Co., Inc.

O. On October 10, 2025, the Court in the Federal Action held a settlement conference with representatives for Plaintiff and the Class, WorkEasy, Wilshire, Scottsdale, and Hartford. Through the settlement conference and subsequent efforts by the Court, the Parties reached an agreement in principle for a class settlement on October 15, 2025.

P. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the complaint and WorkEasy's asserted and potential defenses. Plaintiff believes that the claims asserted in the Federal and State Actions have merit and that she would have ultimately succeeded at trial. But, Plaintiff and Class Counsel recognize that WorkEasy has raised legal and factual defenses in the Federal and State Actions that presented a risk that Plaintiff may not prevail, and that any class-wide recovery may be limited. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation, and WorkEasy's ability to satisfy a judgment, particularly in light of the risks present in the insurance coverage actions. Plaintiff and Class Counsel believe that this Agreement presents an excellent result for the Class. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

Q. WorkEasy denies all allegations of wrongdoing and liability, denies all material allegations in the complaint, and has asserted defenses against Plaintiff's claims. WorkEasy believes that its defenses have merit and that WorkEasy would ultimately prevail in the State and Federal Actions. Nevertheless, WorkEasy has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Class's claims for statutory liquidated damages under BIPA. WorkEasy, without admitting to the merit of Plaintiff's claims and/or the lack of merit with

respect to any defenses, thus desires to resolve finally and completely all pending and potential claims of Plaintiff and the Class. If the terms of this Settlement Agreement are not ultimately approved, WorkEasy retains all rights and defenses against Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

R. Wilshire, Scottsdale and Hartford deny all allegations of wrongdoing and liability for insurance coverage in connection with the complaints in the State and Federal Actions. Nevertheless, Wilshire, Scottsdale and Hartford have similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of protracted litigation and, thus, desire to resolve finally and completely all pending and potential claims in the State, Federal, Scottsdale and Hartford Actions. If the terms of this Settlement Agreement are not ultimately approved, Wilshire, Scottsdale and Hartford retain all rights and defenses as set forth in the Scottsdale and Hartford Actions and Wilshire's reservation of rights.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, the Class, WorkEasy, Hartford, Scottsdale, and Wilshire that, subject to Court approval after a hearing as provided in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Federal Action, the Hartford Action, and the Scottsdale Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. “**Actions**” means the Federal Action, the State Action, the Hartford Action, and the Scottsdale Action, together.

1.2. “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement.

1.3. “**Approved Claim**” means a Claim Form timely submitted by a Class Member in accordance with the directions on the Claim Form and provisions of the Settlement Agreement, and that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4. “**CAFA Notice**” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

1.5. “**Claim Deadline**” means 90 days after the Notice Date.

1.6. “**Claim Form**” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Class Members who wish to file a claim for payment, shall be available in electronic and paper format in the manner described herein.

1.7. “**Class**” means all individuals who used any cloud-based WorkEasy biometric device in Illinois on or after June 24, 2016, and on or before August 15, 2023. “Cloud-based WorkEasy biometric device” means the EC10, EC20, EC200, EC500, EC700, Xenio10, Xenio20, Xenio200, Xenio500, Xenio700, TL200, TL250, and TL500 devices.

1.8. “**Class Counsel**” means J. Dominick Larry of Nick Larry Law LLC and Thomas R. Kayes of Loevy + Loevy.

1.9. “**Class Member**” means a person who falls within the definition of the Class and has not yet submitted and does not submit a valid request for exclusion from the Class.

1.10. “Class Representative” means the named Plaintiff in the Federal and State Actions, Maria Tapia-Rendon.

1.11. “Court” means the United States District Court for the Northern District of Illinois, Eastern Division, the Honorable Matthew Kennelly presiding, or any judge who shall later succeed him as the Judge assigned to the Federal Action.

1.12. “Defendant” or “WorkEasy” means WorkEasy Software, LLC f/k/a EasyWorkforce Software, LLC.

1.13. “Defendant’s Counsel” or “WorkEasy’s Counsel” means attorneys Mark A. Olthoff of Polsinelli PC and Thomas M. Wolf of Lewis Brisbois Bisgaard & Smith LLP.

1.14. “Effective Date” means the date on which this Settlement Agreement shall become effective and shall be defined as one business day after each and every of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties; (ii) the Court has entered a Preliminary Approval Order; (iii) the Notice has been given to the Class Members; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order; and (v) the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld in all respects the Court’s Final Approval Order approving the Settlement Agreement with no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement Agreement shall not become effective until the Court’s Order approving the Settlement Agreement is completely final, and there is no further recourse by any person who seeks to contest the Settlement.

1.15. “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and WorkEasy at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand-deposit accounts and/or (b) time-deposit accounts and certificates of deposit, in either case with maturities of 45 days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.16. “Federal Action” means the case captioned *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al.*, Case No. 21-cv-3400 (N.D. Ill.)

1.17. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel by the Court, to be paid out of the Settlement Fund.

1.18. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and incentive award to the Class Representative. The Final Approval Hearing shall take place no sooner than 120 days after the Notice Date.

1.19. “Final Judgment” means the final judgment to be entered by the Court approving the settlement of the Federal Action in accordance with this Settlement Agreement after the Final Approval Hearing.

1.20. “Hartford Action” means the lawsuit captioned *Hartford Underwriters Ins. Co. v. WorkEasy Software, LLC*, Case No. 25-cv-11109 (N.D. Ill.).

1.21. “Incentive Award” shall have the meaning ascribed to it as set forth in Section 8.3 of this Agreement.

1.22. “Notice” means the notice of this proposed Settlement and Final Approval Hearing, which is to be disseminated to the Class substantially in the manner set forth in this Settlement Agreement, shall fulfill the requirements of Due Process and Fed. R. Civ. P. 23, and will be substantially in the form of Exhibits A–C attached hereto, along with Spanish translations of the same.

1.23. “Notice Date” means the date by which the Notice is disseminated to the Class, which shall be a date no later than 30 days after entry of Preliminary Approval.

1.24. “Objection/Exclusion Deadline” means the date by which a written objection to the Settlement Agreement must be filed with the Court or a request for exclusion submitted by a Class Member must be postmarked or otherwise received by the Settlement Administrator, which shall be designated as a date 56 days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.25. “Plaintiff” means Maria Tapia-Rendon.

1.26. “Preliminary Approval” means the Court’s order preliminarily approving the Settlement Agreement and approving the form and manner of the Notice.

1.27. “Released Claims” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, suits, actions, liabilities, indemnities, reimbursements, controversies, demands, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, or obligations, whether in law or equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including all claims that were brought or could have been brought in the Federal Action, the State Action, the Scottsdale Action, or the Hartford

Action based on the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

(“BIPA”), or other federal, state, local statutory, or common law or any other law, arising out of or related to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, storage, use, profit from, possession, transmission, dissemination and/or disclosure of biometric identifiers or biometric information under BIPA and any related insurance claim.

1.28. “Released Parties” means all Class Members, WorkEasy, Wilshire, Hartford and Scottsdale, on behalf of themselves and any of their present or past predecessors, successors, assigns, direct or indirect parents, subsidiaries, or affiliated entities, or any of their current, former, or future owners, members, managers, partners, officers, directors, shareholders, employees, agents, suppliers, consultants, independent contractors, vendors, insurers, reinsurers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, brokers, investors, lenders, auditors, advisors, legal representatives, successors in interest, assigns, or trusts (each solely in their capacity as such), beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

1.29. “Releasing Parties” means all Class Members, WorkEasy, Wilshire, Hartford and Scottsdale, on behalf of themselves and any of their present or past predecessors, successors, assigns, direct or indirect parents, subsidiaries, or affiliated entities, or any of their current, former, or future owners, members, managers, partners, officers, directors, shareholders, employees, agents, suppliers, consultants, independent contractors, vendors, insurers, reinsurers, partners, attorneys, accountants, financial and other advisors, investment bankers, underwriters, brokers, investors, lenders, auditors, advisors, legal representatives, successors in interest, assigns, or trusts (each solely in their capacity as such), beneficiaries, heirs, executors,

conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

1.30. “Scottsdale Action” means the lawsuit captioned *Scottsdale Ins. Co. v. EasyWorkforce Software, LLC, et al.*, Case No. 23-cv-991 (N.D. Ill.).

1.31. “Settlement Administration Expenses” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, reviewing and approving Claim Forms, distributing Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.32. “Settlement Administrator” means Eisner Advisory Group LLC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, send Settlement Payments to Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by or necessary for effectuation of the Settlement.

1.33. “Settlement Fund” means a cash settlement fund to be established by WorkEasy, Wilshire, Hartford, and Scottsdale in the total amount of \$1,685,000.00, to be funded severally, not jointly, with WorkEasy contributing \$1,550,000.00, Wilshire contributing \$100,000, Hartford contributing \$20,000.00, and Scottsdale contributing \$15,000.00. The Settlement Fund shall be used to pay (1) monetary relief to Class Members; (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (4) an incentive award to Plaintiff. The Fund is the maximum amount to be paid out by WorkEasy, Wilshire, Hartford, and Scottsdale for all aspects of the settlement and WorkEasy, Wilshire, Hartford, and Scottsdale have no obligation to pay any amounts in connection with this settlement beyond those identified above.

1.34. “Settlement Payment” means a portion of the Settlement Fund, determined based on the Class Member’s allocation of the total number of Settlement Units as set forth in Section 2.2, less any Fee Award, incentive award to the Class Representative, and Settlement Administration Expenses.

1.35. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which will allow the Class Members to submit Claim Forms, and will provide Class Members access to relevant settlement administration documents, including the Notice, relevant case documents, and other relevant material.

1.36. “State Action” means the lawsuit captioned *Tapia-Rendon v. EasyWorkforce Software, LLC*, Case No. 2023LA000486 (18th Judicial Cir., DuPage Cnty., Ill.).

1.37. “Subclass” means all Class Members who used a cloud-based WorkEasy biometric device in the State of Illinois on or before April 30, 2022.

1.38. “Subclass Member” means any Class Member who falls within the definition of the Subclass.

1.39. “Unknown Claims” means claims that could have been raised in the Actions and that Plaintiff, any member of the Class, or any Releasing Party do not know or suspect to exist, which, if known by him, her, or they, might affect his, her, or their agreement to release the Released Parties or the Released Claims or might affect his, her, or their decision to agree, to object, or to not object to the Settlement. Plaintiff, the Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. SETTLEMENT RELIEF

2.1. Establishment of the Settlement Fund: WorkEasy, Wilshire, Hartford, and Scottsdale shall fund the Settlement Fund as follows:

2.1.1. Within seven days of the Court granting Preliminary Approval and receipt of a funding invoice from the Settlement Administrator, along with a Form W-9, WorkEasy shall deposit into the Escrow Account funds sufficient to cover the estimated cost of notice and settlement administration.

2.1.2. Within 14 days of the later of (a) the Effective Date and (b) Plaintiff and/or the Settlement Administrator's provision to WorkEasy, Wilshire, Hartford, and Scottsdale of payee and tax information for the Escrow Account:

- 2.1.2.1. WorkEasy shall deposit \$400,000.00, less the payment referred to in Section 2.1.1, into the Escrow Account by check, ACH, or wire transfer;
- 2.1.2.2. Wilshire shall deposit \$100,000.00 into the Escrow Account by check, ACH, or wire transfer;
- 2.1.2.3. Hartford shall deposit \$20,000.00 into the Escrow Account by check, ACH, or wire transfer; and
- 2.1.2.4. Scottsdale shall deposit \$15,000.00 into the Escrow Account by check, ACH, or wire transfer.

2.1.3. Beginning six months after the Effective Date, and continuing every six months thereafter, WorkEasy shall deposit an additional \$115,000.00 in the Escrow Account, until it has deposited a total of \$1,550,000 in the Escrow Account.

2.1.4. The payment obligations set forth in Sections 2.1.2 and 2.1.3 are several, not joint. If any Party fails to make a payment, that failure does not and shall not constitute a breach by the other Parties, said paying Parties being fully released and discharged regardless of non-payment by another Party.

2.2. Settlement Payments to Class Members.

2.2.1. Within 28 days of the Effective Date, the Settlement Administrator shall send a Settlement Payment to each Class Member who timely submits a valid Claim Form. The Settlement Payment shall be made in the form elected by the Class Member on the Claim Form. The available payment methods shall include check, ACH, Zelle, Venmo, PayPal, digital Mastercard, or other electronic payment form suggested by the Settlement Administrator and approved by Plaintiff and WorkEasy. If a Class Member fails to elect a payment method, or if the Class Member's elected payment method cannot be utilized for any reason, the Class Member shall receive their Settlement Payment by check.

2.2.2. All Settlement Payment amounts will be calculated as follows:

2.2.2.1. Each Class Member shall be allocated two Settlement Units. Each Subclass Member shall be allocated one additional Settlement Unit.

2.2.2.2. After the payment of any Fee Award, Incentive Award, and Settlement Administration Expenses, the remaining funds shall be divided by the total number of Settlement Units allocated to Class Members and Subclass Members who timely submit valid claims. Each Class Member's Settlement Payment will then be determined based on the *pro rata* value of one settlement unit, multiplied by the number of settlement units allocated to the Class Member.

2.2.3. All Settlement Payments made by check shall be sent via First Class U.S. Mail to the Class Member's last known mailing address, as updated through the National Change of Address database.

2.2.4. If any Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall take reasonable steps to obtain the affected Class Member's correct address and shall attempt re-mailings as described below in Paragraphs 4.1.2 and 5.1.2.

2.2.5. If a check issued to a Class Member is not cashed within 90 days of issuance, the check will be void.

2.2.6. For all payments made prior to WorkEasy's final installment payment, any unclaimed or non-deliverable funds shall remain in the Escrow Account and shall be used to fund subsequent Class Member payments.

2.2.7. Beginning one year after the Settlement Administrator sends the first Settlement Payment, the Settlement Administrator shall, once a year for five years, send a Settlement Payment to each Class Member who timely submitted a valid Claim Form. For each Class Member who timely submitted a valid Claim Form, the subsequent Settlement Payments shall be determined by multiplying the Class Member's allocated number of Settlement Units by the value of one Settlement Unit, as determined by the Settlement Unit's *pro rata* share of the amount remaining in the Escrow Account less the expected remaining costs of administration.

2.2.8. All Settlement Payments made by check shall state on the face of the check that the check will expire and become null and void unless cashed within 90 days after issuance.

2.2.9. If, upon the expiration of the final Settlement Payments under Section 2.2.7, the amount remaining in the Escrow Fund is sufficient to send additional payments to Class Members who did not have their most-recent Settlement Payments voided, then the Settlement Administrator shall issue a further round of payments. "Sufficient" means sufficient to cover the administrative costs of issuing the additional round of payments. The amount of

each additional payment shall be determined by (1) dividing the amount of funds remaining in the Escrow Account, less the administrative costs of sending the additional payments, by the total number of Settlement Units allocated to those Class Members who did not have their most-recent prior Settlement Payment voided; and (2) distributing to each Class Member, who did not have their most-recent prior Settlement Payment voided, a payment equal to their allocation of Settlement Units multiplied by the *pro rata* value of one Settlement Unit. Additional rounds of payments shall be distributed along the same terms until the remaining funds are insufficient to allow for further payments. All additional rounds of payments shall be distributed by the Settlement Administrator within 30 days of the expiration of the last paper check from the preceding round of Settlement Payments.

2.2.10. Once the funds remaining in the Escrow Account are not sufficient (as that term is defined in the previous paragraph) to send additional payments, then the remaining funds shall be distributed to the Unclaimed Property Division of the Illinois Treasurer's Office.

2.2.11. Under no circumstance shall any settlement funds revert to WorkEasy, Wilshire, Hartford, or Scottsdale.

2.2.12. All Settlement Payments will be treated as liquidated damages pursuant to 740 ILCS 14/20, shall not be subject to withholdings and deductions by WorkEasy, and may be reported as non-wage income, to the extent permissible under governing law.

2.2.13. The Settlement Administrator shall, if necessary and with the approval of Plaintiff and WorkEasy, take reasonable steps to collect any tax information required from Class Members in conjunction with any Settlement Payment.

2.3. Prospective Relief: Beginning within 60 days of the Effective Date, WorkEasy shall delete, cause to be deleted, or ensure deletion of any fingerprint template data for any Class Member who has a terminated status within 60 days of the status change. For any customer who

terminates their agreement with WorkEasy, WorkEasy will delete the fingerprint template data of the customer's employees within 90 days of the contract termination. To the extent WorkEasy's customers continue to use cloud-based biometric devices in Illinois, WorkEasy shall maintain an on-device consent interface substantially similar to that currently in place on its devices and shall maintain industry-standard encryption of any database containing Illinois workers' fingerprint templates.

3. RELEASE

3.1. The Release. Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties shall be deemed to have released, and by operation of the Final Judgment shall have, fully finally, and forever, released, relinquished, and discharged all Released Claims against each and every one of the Released Parties. The Parties do not intend this release to act as a general release.

4. NOTICE TO THE CLASS

4.1. The Notice shall include:

4.1.1. Class List. The Class List shall be based on the Class List utilized during the class-certification notice process that took place in the Federal Action.

4.1.2. Update Addresses. Prior to mailing any Notice, the Settlement Administrator will update the addresses of Class Members on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If any Notice or Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a skip trace to attempt to identify the Class Member's correct address and shall attempt re-mailings as described below in Paragraph 5.1.2, below.

4.1.3. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via First Class U.S. Mail to the physical address of each person on the Class List. The Direct Notice shall be substantially in the form of Exhibit B and shall include a Spanish translation.

4.1.4. *Internet Notice.* No later than the Notice Date, the Settlement Administrator will develop, host, administer, and maintain a Settlement Website containing the Notice substantially in the form of Exhibit C and a Spanish translation of the same.

4.1.5. *Publication Notice.* No later than the Notice Date, the Settlement Administrator will publish an online notice campaign by running digital banner ads and social-media advertisements until the Objection/Exclusion Deadline. The Publication Notice will run on websites and social-media networks identified by the administrator as likely to be visited by the class members based on their demographics.

4.1.6. *Claim Form.* The Direct Notice shall direct Class Members to the Claim Form, substantially in the form of Exhibit A hereto, and a Spanish translation of the same. The Settlement Website shall contain a printable version of the Claim Form, as well as functionality for the Class Members to electronically submit Claim Forms, elect payment methods, and update addresses.

4.1.7. *Claim Deadline.* The Direct Notice and the Internet Notice shall prominently identify the Claim Deadline.

4.1.8. *Dedicated Toll-Free Hotline.* The Settlement Administrator shall maintain a toll-free hotline dedicated to this Settlement to further apprise Class Members of their rights and options in the Settlement. The toll-free hotline shall be accessible 24 hours per day, seven days per week, and shall utilize an interactive voice response (IVR) system where Class Members can obtain essential information regarding the Settlement and responses to frequently

asked questions. Class Members shall also have the option to leave a voicemail and receive a call back from the Settlement Administrator. The toll-free hotline shall be identified in the Notices and displayed on the Settlement Website.

4.1.9. *Email Support.* The Settlement Administrator shall establish an email address dedicated to this Settlement to provide email support, allowing Class Members to direct specific questions and requests to the Settlement Administrator. The dedicated email address shall be identified in the Notices and displayed on the Settlement Website.

4.1.10. *Settlement P.O. Box.* The Settlement Administrator shall maintain a designated P.O. Box for the administration of the Settlement and shall monitor the Settlement P.O. Box for Settlement-Related mail, such as Claim Forms, objections, exclusion requests, and inquiries about the Settlement. The Settlement Administrator shall promptly handle all mail received at the Settlement P.O. Box. The Settlement P.O. Box shall be identified in the Notices and displayed on the Settlement Website.

4.1.11. *CAFA Notice.* The Settlement Administrator, on behalf of WorkEasy, shall serve the Class Action Fairness Act (“CAFA”) Notice required by 28 U.S.C. § 1715 within 10 days of the filing of the Preliminary Approval Motion. The costs of such CAFA Notice shall be paid from the Settlement Fund as Settlement Costs.

4.2. The Notice shall advise the Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval

Hearing with the Clerk of the Court, (b) file copies of such papers through the CM/ECF system if the objection is from a Class Member represented by counsel, who must also file an appearance, and (c) send copies of such papers via email, U.S. mail, hand deliver, or overnight delivery service to Class Counsel and WorkEasy's Counsel. The Direct Notice and the Internet Notice shall also include a link or instructions to access the Claim Form.

4.3. Right to Object or Comment. Any Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Class Member's full name and current address; (b) a statement that he, she, or they believes himself, herself, or themselves to be a member of the Class and the reasons for such belief, including, if the individual did not receive Direct Notice, the name of the employer for whom they used the WorkEasy Biometric Device; (c) the specific grounds for the objection; (d) all documents or writings that the Class Member desires the Court to consider; (e) 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 (f) 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). All written objections must be filed with the Court no later than the Objection/Exclusion Deadline. Any Class Member who fails to timely file a written objection with the Court and notice of his, her, or their intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this 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 such objections in the Action or any other action or proceeding.

4.4. Right to Request Exclusion. Any person in the Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC*, No. 21-cv-3400; (c) state the full name and current address of the person in the Class seeking exclusion; (d) be signed by the person(s) seeking exclusion or their authorized representative; and (e) be postmarked for delivery by mail to the Administrator before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the Class in *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC*.” A request for exclusion that does not include all of the foregoing information, that is sent to an 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 Class Members and shall be bound as Class Members by this Settlement Agreement, if approved. Any person who properly requests exclusion from the Class shall not (a) be bound by any orders or Final Judgment entered in the Federal Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Agreement or Final Judgment.

4.5. WorkEasy, Hartford, Wilshire, Scottsdale, and their counsel shall not take any action, either directly or indirectly, to encourage any member of the Class to exclude themselves from the Class, to object to the Settlement, to not cash a Settlement Payment check, or to otherwise interfere with the effectuation of the Settlement and delivery of Settlement Payments to Class Members. Should WorkEasy, Hartford, Wilshire, or Scottsdale, or any of their counsel,

communicate with any member of the Class about the Settlement Agreement, or any of its terms, such communication shall be by reference to the Court-approved Notice.

5. SETTLEMENT ADMINISTRATION

5.1. Settlement Administrator's Duties.

5.1.1. Dissemination of Notices. The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

5.1.2. Undeliverable Notice or Settlement Payment via U.S. Mail. If any Notice or Settlement Payment sent via U.S. mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform one skip trace to attempt to obtain the most recent address for the Class Member.

5.1.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and WorkEasy's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Beginning two weeks after the Notice Date, and every two weeks thereafter, the Settlement Administrator shall provide Class Counsel and WorkEasy's Counsel with information concerning Notice, Claim Form submission, requests for exclusion, administration, and implementation of the Settlement.

5.1.4. Receipt of Requests for Exclusion. The Settlement Administrator shall receive requests for exclusion from persons in the Class and provide to Class Counsel and WorkEasy's Counsel a copy thereof within five days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Class

Members after Objection/Exclusion deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and WorkEasy's Counsel.

5.1.5. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number, email address, and mailing address through which persons in the Class may contact the Settlement Administrator or Class Counsel directly.

5.1.6. *Processing of Claim Forms.* The Settlement Administrator shall handle the receipt, processing, validation, and approval of Claim Forms. Prior to approving any Claim Form, the Settlement Administrator shall ensure that all requisite information has been provided on the Claim Form, and that there is no evidence of fraud by the Claimant. The Parties shall provide information to the Settlement Administrator identifying WorkEasy's Illinois customers during the class period, as well as the number of Class Members believed to be employed by each during the Class Period. As needed, the Settlement Administrator may consult Class Counsel and WorkEasy's Counsel to determine whether to approve a specific Claim Form or group of Claim Forms.

5.1.7. *Timing of Settlement Payments.* The Settlement Administrator shall make the initial Settlement Payments contemplated in Section 2.2 of this Settlement Agreement within 28 days after the Effective Date.

5.1.8. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s from Class Members, if necessary, and issuing IRS Form 1099s to class members and Plaintiff, if required by law.

6. PRELIMINARY AND FINAL APPROVAL

6.1. *Amendment of Complaint.* Contemporaneously with the filing of Plaintiff's motion for preliminary approval, Plaintiff and WorkEasy shall jointly move for leave for

Plaintiff to file a second amended class action complaint that includes a claim for violation of 740 ILCS 14/15(a), substantially in the form attached as Exhibit D. If the Court denies settlement approval, Plaintiff shall voluntarily dismiss the claim under 740 ILCS 14/15(a) and re-file the claim in state court.

6.2. Preliminary Approval. Upon full execution of this Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Class;
- Approve the form and contents of the Notice and the method of its dissemination to members of the Class; and
- Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement; to consider its fairness, reasonableness, and adequacy; to consider the application for a Fee Award and incentive award to the Class Representative; and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement and dismissing the Action with prejudice.

6.3. Final Approval. After Notice to the Class is given and the Claim Deadline has passed, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- Find that it has personal jurisdiction over all Class Members and subject-matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- Approve the settlement as fair, reasonable, and adequate as to, and in the best interests of, the Class Members; direct the parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Class Members and Releasing Parties;

- Find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) fulfills the requirements of Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution; and the rules of the Court;
- Find that WorkEasy and the Settlement Administrator complied with 28 U.S.C. § 1715(b);
- Find that the Class Representative and Class Counsel adequately represented the Class;
- Dismiss the Federal Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- Incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Judgment, and (ii) do not limit the rights of Class Members;
- Without affecting the finality of the Final Judgment for purposes of appeal, retaining jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;
- Find that there is no just reason for delay of entry of final judgment with respect to the foregoing; and
- Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

6.4. Dismissal of Related Actions. Prior to the filing of Plaintiff's motion for preliminary approval, Plaintiff shall voluntarily dismiss the State Action without prejudice. Promptly upon the Court's preliminary approval of this Settlement, Hartford shall dismiss the Hartford Action without prejudice, and Scottsdale shall dismiss the Scottsdale Action without prejudice. Promptly upon the Court's final approval of this Settlement, Plaintiff shall dismiss the

State Action with prejudice, Hartford shall dismiss the Hartford Action with prejudice, and Scottsdale shall dismiss the Scottsdale Action with prejudice.

6.5. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement. The Parties understand and agree that a ruling in any pending litigation or the implementation of any legislation, rule, or regulation shall not affect this Settlement Agreement, and that the Parties shall cooperate as set forth herein to effectuate the Settlement Agreement notwithstanding a decision in any of the aforementioned cases.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1. Subject to Section 9, below, the Parties shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties within 10 days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by any court of appeals; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1.4, is modified or reversed in any material respect by any court of appeals.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1. Class Counsel shall seek its attorneys' fees and unreimbursed expenses incurred in the Actions as the Fee Award. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from WorkEasy, to limit their request for attorneys' fees to one-third of the Settlement Fund, and the

request for reimbursement of expenses to \$253,276.31. WorkEasy may oppose the amounts requested.

8.2. The Settlement Administrator shall pay any Fee Award to Class Counsel within five business days after the Effective Date.

8.3. The Class Representative shall seek an incentive award from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement, and in recognition of her efforts on behalf of the Class, subject to Court approval. The Class Representative has agreed with no consideration from WorkEasy, to limit her request to \$10,000.00. WorkEasy may oppose that request. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Class Members as Settlement Payments. Any award shall be paid by the Settlement Administrator from the Escrow Account to the Class Representative within five business days after the Effective Date.

8.4. All approved amounts for the Fee Award and Incentive Award shall be paid solely from the Settlement Fund.

9. CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

9.1. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last in time of the following events occurs:

9.1.1. This Agreement has been signed by the Parties and their counsel;

9.1.2. The Court has entered an order granting Preliminary Approval of the Agreement;

9.1.3. The Court has entered an order granting Final Approval to the Settlement, following Notice to the Class and a Final Approval Hearing, and has entered the Final Judgment,

or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable; and

9.1.4. In the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment has become final and unappealable.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless counsel for the Parties mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

Notwithstanding anything herein, the Parties agree that the following shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement: (1) the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts awarded; or (2) the Court’s determination that it lacks jurisdiction such that the Parties’ Agreement will be renewed in an appropriate forum.

9.3. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the parties shall be restored to their respective positions in the Actions as of the date of the signing of this Agreement, and no Party’s entry into the Settlement Agreement shall be considered, in any way, as an admission concerning any aspect of the claims or defenses in any of the Actions. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the

Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1. Class Counsel, Plaintiff, and each other Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

10.2. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and WorkEasy's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval and the Final Judgment and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.3. Each signatory to this Agreement represents and warrants (a) that he, she, or they have all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein; (b) that the execution, delivery, and performance of this Settlement Agreement and the consummation by them of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory; and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid, and binding obligation.

10.4. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims. Accordingly, the

Parties agree not to assert in any forum that any Action was brought by any Party in bad faith or without a reasonable basis.

10.5. The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.6. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

10.6.1. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of the validity of any Released Claims, the truth of any fact alleged by any Party, the deficiency of any defense that has been or could have been asserted in the Actions, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment, or the Fee Award, or any of the alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

10.6.2. is, may be deemed, or shall be used, offered, or received against any Party as, an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

10.6.3. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in

furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to enforce the provisions of this Settlement Agreement.

Moreover, this Settlement Agreement and/or the Final Judgment may not be used in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

10.6.4. is, may be deemed, or shall be construed against any Party as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

10.6.5. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against any Party that any of Party's claims are with or without merit or that damages recoverable in the Actions would have exceeded or would have been less than any particular amount.

10.7. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.8. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

10.9. All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated by reference.

10.10. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth

herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all other Parties or their respective successors-in-interest.

10.11. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Actions.

10.12. Plaintiff represents and warrants that she has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that she is fully entitled to release the same.

10.13. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.14. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requires.

10.15. If any deadlines related to the Settlement cannot be met, Class Counsel and WorkEasy's Counsel shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement and notice an appropriate motion for modification with the Court. In the event that the Parties fail to reach such agreement, either

Party may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

10.16. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

10.17. The Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

10.18. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.19. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

If to Class Counsel:

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
nick@nicklarry.law

If to Wilshire's Counsel:

Johanna Cipau
CLYDE & CO. US LLP
1221 Brickell Ave., Suite 1600
Miami, FL 33133
johanna.cipau@clydeco.us

If to Scottsdale's Counsel:

Jonathan L. Schwartz
FREEMAN, MATHIS & GARY LLP

If to WorkEasy's Counsel:

Mark A. Olthoff
POLSINELLI PC
900 W. 48th Pl., Suite 900
Kansas City, Missouri 64112
molthoff@polsinelli.com

If to Hartford's Counsel:

Michael J. Duffy
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP
161 N. Clark St., Suite 4500
Chicago, IL 60601
michael.duffy@wilsonelser.com

33 N. Dearborn St., Suite 1430
Chicago, IL 60602
jonathan.schwartz@fmglaw.com

[Remainder of page intentionally blank]

MARIA TAPIA-RENDON, individually and on behalf of the Class and Subclass

Maria Tapia-Rendon

Dated: 11/21/2025

By (signature): _____

Name (printed): Maria Tapia-Rendon

NICK LARRY LAW LLC as Class Counsel

[Handwritten Signature]

Dated: 11/21/25

By (signature): _____

Name (printed): J. Dominick Larry

Its (title): Principal

LOEVY + LOEVY as Class Counsel

[Handwritten Signature]

Dated: 11/21/25

By (signature): _____

Name (printed): Thomas R. Kayes

Its (title): Of Counsel

WORKEASY SOFTWARE, LLC

Dated: _____

By (signature): _____

Name (printed): Sino Jos

Its (title): CEO

MARIA TAPIA-RENDON, individually and on behalf of the Class and Subclass

Dated: _____

By (signature): _____

Name (printed): Maria Tapia-Rendon

NICK LARRY LAW LLC as Class Counsel

Dated: 11/21/25

By (signature):  _____

Name (printed): J. Dominick Larry

Its (title): Principal

LOEVY + LOEVY as Class Counsel

Dated: _____

By (signature): _____

Name (printed): Thomas R. Kayes

Its (title): Of Counsel

WORKEASY SOFTWARE, LLC

Dated: 11/21/25

By (signature):  _____

Name (printed): Sino Jos

Its (title): CEO

WILSHIRE INSURANCE CO.

Dated: 11/23/2025

By (signature): *Kelli Kasal*

Name (printed): Kelli Kasal

Its (title): MCU Director at IAT Insurance

SCOTTSDALE INSURANCE CO.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

**HARTFORD UNDERWRITERS
INSURANCE CO.**

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

WILSHIRE INSURANCE CO.

Dated: _____

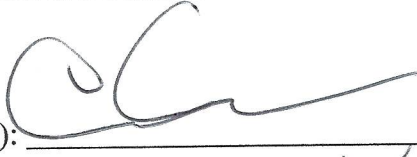
By (signature): _____

Name (printed): _____

Its (title): _____

SCOTTSDALE INSURANCE CO.

Dated: 11/21/2025

By (signature): 

Name (printed): Christopher Nelson

Its (title): Sr. Claim Consultant

**HARTFORD UNDERWRITERS
INSURANCE CO.**

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

WILSHIRE INSURANCE CO.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

SCOTTSDALE INSURANCE CO.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

**HARTFORD UNDERWRITERS
INSURANCE CO.**

Dated: 11-24-25

By (signature): *Diane Di Franco*

Name (printed): Diane Di Franco

Its (title): Claims Specialist

EXHIBIT A

EasyWorkforce Class Action Administrator
 PO Box #####
 Baton Rouge, LA, 70821

**Your Claim Form Must Be
 Submitted On or Before Month DD,
 YYYY**

Tapia-Rendon v. Employer Solutions Staffing Group II, LLC

United States District Court for the Northern District of Illinois
 (Case No. 1:21-cv-3400)

Claim Form

You are eligible for a payment if you meet the class definition. Specifically, the lawsuit includes a Class of people who used a WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix fingerprint timeclock in Illinois between June 24, 2016 and August 15, 2023. It also includes a Subclass of people who used one of those timeclocks in Illinois between June 24, 2016 and April 30, 2022. If you received a Direct Notice in this case, our records indicate that you are a member of the Class and/or Subclass.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, www.EasyWorkforceBIPALawsuit.com, or call 1-844-917-4405 for more information.

Fill out each section of this form and sign where indicated. If you opt for payment via check and your Claim Form is approved, you will receive a check in the mail at the address you provide below. This claim form must be mailed and postmarked by **[Claims Deadline]**. You may include documentation of your employment as proof of your claim but you are not required to do so to file your claim.

YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT WWW.EASYWORKFORCEBIPALAWSUIT.COM.

1. CLASS MEMBER INFORMATION

First Name*		Middle Initial
Last Name*		Suffix
Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*		
City*	State*	Zip Code*
Current Email Address (Required if you have selected digital payment)		
Current Phone Number	Settlement Claim ID (If known)	Place of Employment that utilized WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix fingerprint timekeeping device
*Select Preferred Payment Option:		
<input type="checkbox"/> Physical Paper Check	<input type="checkbox"/> Digital Payment (Email Address Required)	Dates of Employment _____ to _____
<input type="checkbox"/> I am including documentation of my employment to support my claim.		Description of Documentation Provided

Your Settlement Claim ID is printed on the notice you received in the mail.

2. SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature _____ Printed Name _____ Date _____

3. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at www.EasyWorkforceBIPALawsuit.com and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case the Settlement Administrator needs to contact you in order to complete your request.
3. For more information, please visit the settlement administration website at www.EasyWorkforceBIPALawsuit.com or call the Settlement Administrator at 1-844-917-4405. Please do not call the Court or the Clerk of the Court.

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al., Case No. 21-cv-3400

**IF YOU USED A WORKEASY, EASYCLOCKING, EASYWORKFORCE, OR
TIMELOGIX FINGERPRINT TIMECLOCK IN ILLINOIS BETWEEN JUNE 24, 2016
AND AUGUST 15, 2023, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A
CLASS-ACTION SETTLEMENT.**

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

- A settlement has been reached in a class action filed against WorkEasy Software, LLC f/k/a EasyWorkforce Software, LLC (“EasyWorkforce”). The lawsuit claims that WorkEasy violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by capturing, collecting, and disclosing biometric data without proper consent, and by failing to adequately secure that data. EasyWorkforce denies any wrongdoing and says that it has not violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court.
- You may be included in this class action if, between June 24, 2016 and August 15, 2023, you used a WorkEasy, EasyClocking, EasyWorkforce, or TimeLogix fingerprint timeclock to clock in and out at a job in Illinois. Some exceptions to participating apply. For example, people who previously opted out of the Class or reached separate settlement agreements with EasyWorkforce are not included.
- If you submit a valid claim form and the Court approves the settlement, the amount you receive as payment will depend on when you started using the WorkEasy, EasyClocking, EasyWorkforce, or TimeLogix fingerprint timeclock. If you are a member of the Subclass that started using the device on or before April 30, 2022, you will receive payments totaling between \$160 and \$750 over the course of five years. If you are not a member of the Subclass, you will receive payments totaling between \$160 and \$750 over the course of five years. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.
- Please read this notice carefully. Your legal rights are affected whether or not you act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM BY [DATE]	<p>This is the only way to receive payment. Claim Forms can be found and submitted at the Settlement Website [www.EasyWorkforceBIPALawsuit.com/[claim form subdomain]].</p> <p>As a member of the Class, you will give up your rights to sue EasyWorkforce in the future regarding the claims in this case.</p>
EXCLUDE YOURSELF BY [DATE]	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against EasyWorkforce for the claims in this Settlement.</p> <p>If you exclude yourself, you will give up the right to receive any benefits from this Settlement.</p>
OBJECT OR COMMENT ON THE SETTLEMENT BY [DATE]	<p>You may object to the Settlement and requested Attorneys’ fees and expenses by writing to the Court and informing it why you don’t think the Settlement or the requested attorneys’ fees and expenses should be approved.</p> <p>If you object, you may also file a Claim Form to receive a payment, but you will give up the right to sue EasyWorkforce in a separate lawsuit about the legal claims this Settlement resolves.</p>
GO TO THE HEARING ON [DATE]	<p>You can attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
DO NOTHING	<p>If you do nothing, you will not receive any payment from the Settlement and you will give up your rights to sue EasyWorkforce regarding the claims in this case.</p>

- These rights and options — and the deadlines to exercise them — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement payments will be provided unless the Court approves the Settlement and it becomes final.

By order of: Hon. Matthew Kennelly, United States District Court for the Northern District of Illinois
 Page 2 of 9

QUESTIONS? VISIT www.EasyWorkforceBIPALawsuit.com OR CALL TOLL FREE 1-844-917-4405

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed settlement with EasyWorkforce. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Matthew Kennelly of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is called *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al.*, Case No. 21-cv-3400. The person who filed this lawsuit, Maria Tapia-Rendon, is the Plaintiff. One of the companies she sued, EasyWorkforce, is a Defendant.

2. What is a class action?

A class action is a lawsuit in which one or more plaintiffs—in this case, Maria Tapia-Rendon—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Court certified both a class and a smaller group within that class known as a subclass.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit alleges that EasyWorkforce violated a law called the Biometric Information Privacy Act (“BIPA”) by fingerprint-scanning timeclocks in Illinois without complying with the law’s requirements. That law says companies can’t possess, collect, store, or share biometric data, which includes things like face, hand, or fingerprint scans, without first giving notice and getting consent. BIPA also requires companies that collect those types of information to adequately secure that data.

EasyWorkforce denies all of the claims in the lawsuit. EasyWorkforce claims that the type of information it collected isn’t covered by BIPA, that it didn’t disclose that information, and that it adequately secured the information it possessed. The Court has ruled that the type of information EasyWorkforce allegedly collected is covered by BIPA, and it ruled that EasyWorkforce didn’t disclose that information. The Court has not decided whether EasyWorkforce collected the information, or whether it complied with BIPA’s consent requirements in doing so.

The Settlement is not an admission of wrongdoing by EasyWorkforce. More information about the complaint in the lawsuit and EasyWorkforce’s position can be found in the “Court Documents” section of the settlement website at www.EasyWorkforceBIPALawsuit.com.

By order of: Hon. Matthew Kennelly, United States District Court for the Northern District of Illinois
Page 3 of 9

QUESTIONS? VISIT www.EasyWorkforceBIPALawsuit.com OR CALL TOLL FREE 1-844-917-4405

WHO'S INCLUDED IN THE SETTLEMENT

4. Who is included in the Class and Subclass?

The Court decided that the Class includes anyone who used a cloud-based EasyWorkforce biometric device in Illinois on from June 24, 2016 to August 15, 2023, and that the Subclass includes all Class members who used a cloud-based EasyWorkforce biometric device in Illinois on or before April 30, 2022. The relevant biometric devices may be familiar to you under the WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix brand names.

There are approximately 21,915 people in the Class, and 19,248 people in the Subclass.

5. Who is not included in the Class?

Some users of EasyWorkforce's timeclocks in Illinois are excluded from the Class, including anyone who previously opted out of the Class. The Settlement Agreement has a list of the categories of people who are excluded. Other persons are excluded because they worked for the judges or lawyers involved.

6. How do I know if I am in the Class?

If you used a WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix branded fingerprint scanning timeclock in the State of Illinois at any time from June 24, 2016 to August 15, 2023, and you are not subject to any of the exclusions above, then you are a member of the Class and are entitled to a cash payment.

7. How do I know if I am in the Subclass?

If you used a WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix branded fingerprint scanning timeclock in the State of Illinois at any time from June 24, 2016 to April 30, 2022, and you are not subject to any of the exclusions above, then you are a member of the Subclass and are entitled to a cash payment.

8. Can I be a member of both the Class and the Subclass?

Yes. Every member of the Subclass is automatically also a member of the Class. But not every Class member is necessarily in the Subclass. For example, if you didn't start using the WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix branded fingerprint scanning timeclock until May 2022 or later, then you can't be a member of the Subclass.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

If the Court approves the settlement, EasyWorkforce and its insurers have agreed to pay \$1,685,000 over five years to create a “Settlement Fund.” If the Court approves the settlement, EasyWorkforce and its insurers will pay \$535,000 within two weeks, and then EasyWorkforce will pay an additional \$115,000 every six months until the full \$1,685,000 has been paid. EasyWorkforce has also agreed to a process for deleting the data of its customers’ employees and its former customers’ employees, to maintain recently implemented consent procedures, and to maintain encryption of the fingerprint data.

The costs of administering the settlement, Class Counsel’s attorneys’ fees and costs, and an incentive award to the Class Representative will, if approved by the Court, be paid from the Settlement Fund. The remaining amount will be used to pay Class Members who submit valid claims. The exact number of payments will depend on the number of valid claims submitted, but Plaintiff expects that each Class Member who submits a valid claim will receive payments totaling between \$160 and \$750 over the course of five years.

If any settlement checks go uncashed, they will be rolled over to the next payment. If any money remains after the last payments have been issued, then that leftover money will be redistributed to those Class Members who timely cashed their checks or other payments. That redistribution will continue until there’s no longer enough money left in the Settlement Fund to cover the cost of making further payments, at which point it will be distributed to the Illinois Treasurer’s Unclaimed Property Division.

HOW TO GET BENEFITS

10. How do I get payment?

To get a payment, you must submit a Claim Form, which can be found on the Settlement Website, postmarked or submitted electronically by [DATE]. Claim Forms may be submitted online at www.EasyWorkforceBIPALawsuit.com or by U.S. mail to the following address: *EasyWorkforce Class Action Administrator*, P.O. Box 3637, Baton Rouge, LA 70821-3637. You can elect to receive your payment by check or electronically by ACH, Zelle, Venmo, Paypal, or digital Mastercard on the Settlement Website.

The money in the Settlement Fund will be distributed to Class Members who file approved claims using an allocation formula, with Class Members who are also Subclass Members receiving an extra 50% compared to those Class Members who are not Subclass Members. The payments will be calculated using an allocation formula, after deducting any Court-approved attorneys’ fees and expenses, service award to the Class Representative, and costs of settlement notice and administration.

By order of: Hon. Matthew Kennelly, United States District Court for the Northern District of Illinois
Page 5 of 9

QUESTIONS? VISIT www.EasyWorkforceBIPALawsuit.com OR CALL TOLL FREE 1-844-917-4405

11. When Will I get my payment?

The Court will hold a hearing to consider the fairness of the Settlement on [Final Approval Hearing Date]. If the Court approves the Settlement, the Settlement Administrator will distribute the first round Settlement Payments within 73 days of the Court finally approving the settlement, or any appeals process completing. Every year after that, the Settlement Administrator will send another, smaller payment, and will continue doing so until all payments have been made.

If your address or payment details change before the payments have concluded, please contact the Settlement Administrator at 1-844-917-4405 to update your information.

12. I'm still not sure if I'm included.

If you are still not sure whether you are included in either the Class or Subclass, please call settlement administrator at 1-844-917-4405.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

The Court has appointed Thomas R. Kayes of Loevy + Loevy and J. Dominick Larry of Nick Larry Law LLC as the attorneys to represent the Class and Subclass. They are called "Class Counsel." In addition, the Court appointed Plaintiff Maria Tapia-Rendon to serve as the Class Representative. She is a Class Member like you.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. You can hire your own lawyer, but you will have to pay that lawyer.

15. How will the lawyers be paid?

Class Counsel will ask the Court to attorneys' fees of one-third of the settlement fund and for reimbursement of \$253,376.31 in out-of-pocket expenses incurred. If approved by the Court, Class Counsel's attorneys' fees will be paid out over time, just like the payments to Class Members. Class Counsel will also request an incentive award of \$10,000 for the Class Representative, also to be paid over time like the Class Member payments.

Class Counsel will file a motion asking for approval of the requested attorneys' fees, expenses, and incentive award no later than [DATE], and that motion will be available for review on the Settlement Website. The Court will determine the proper amount of attorneys' fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

By order of: Hon. Matthew Kennelly, United States District Court for the Northern District of Illinois
Page 6 of 9

QUESTIONS? VISIT www.EasyWorkforceBIPALawsuit.com OR CALL TOLL FREE 1-844-917-4405

YOUR RIGHTS AND OPTIONS

16. What happens if I do nothing at all?

If you do nothing, you will be a Class Member, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, but you won't receive a payment. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against EasyWorkforce or any related entity for the claims or legal issues being resolved by this Settlement.

17. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement, and you will no longer be a Class Member. You will keep your right to start your own lawsuit against EasyWorkforce for the same legal claims at issue in this lawsuit. You will not be legally bound by the Court's judgments related to the Class and EasyWorkforce in this class action.

18. How do I ask to be excluded?

You can mail a letter stating that you want to be excluded from the Settlement. Your letter must: (1) be in writing, (2) identify the case name, "*Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al.*, Case No. 21-cv-3400," (3) state your full name and current address, (4) be physically signed by you or your representative, and (5) be postmarked for delivery by mail to the Settlement Administrator on or before [date]. Your request to be excluded must also include a statement to the effect that: "I hereby request to be excluded from the proposed Class in *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC.*" You must mail your exclusion request no later than [date] to: *EasyWorkforce Class Action Administrator*, P.O. Box 3637, Baton Rouge, LA 70821-3637. You can't exclude yourself over the phone.

19. If I don't exclude myself, can I sue Peel & Stik for the same thing later?

No. Unless you exclude yourself, you give up any right to sue EasyWorkforce and any other released party for the claims being resolved by this Settlement.

20. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment.

21. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval before filing

an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al.*, Case No. 21-cv-3400, no later than [DATE]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Northern District of Illinois
Dirksen U.S. Courthouse
219 S. Dearborn St.
Chicago, Illinois 60604

The Objection must be in writing, must be signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court, and electronically file the objection.

22. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class as a Class Member. Excluding yourself from the Class is telling the Court that you don't want to be a Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [TIME] CT on [DATE] before the Honorable Matthew Kennelly, [via telephone (dial-in 888-684-8852; access code 746-1053). **Do not come to the Courthouse for the final approval hearing**//in Courtroom 2103 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.] The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

By order of: Hon. Matthew Kennelly, United States District Court for the Northern District of Illinois
Page 8 of 9

QUESTIONS? VISIT www.EasyWorkforceBIPALawsuit.com OR CALL TOLL FREE 1-844-917-4405

Note: The date, time, and location of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the settlement website, www.EasyWorkforceBIPALawsuit.com.

24. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

25. May I speak at the hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection, (*see* Question 21 above), and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

26. How do I get more information?

The website, www.EasyWorkforceBIPALawsuit.com, contains several Court documents that provide additional information about the case. It will be updated with the most current information about the lawsuit as it becomes available. You may also write with questions to the EasyWorkforce BIPA Class Action Administrator, P.O. Box 3637, Baton Rouge, LA 70821-3637. You can call the Administrator at 1-844-917-4405 or Class Counsel at (773) 694-4669.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT, OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF PAYMENTS.

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al., Case No. 21-cv-3400

IF YOU USED A WORKEASY, EASYCLOCKING, EASYWORKFORCE, OR TIMELOGIX FINGERPRINT TIMECLOCK IN ILLINOIS BETWEEN JUNE 24, 2016 AND AUGUST 15, 2023, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

A settlement has been reached in a class action between WorkEasy Software, LLC, f/k/a EasyWorkforce Software, LLC (“EasyWorkforce”) and workers in Illinois. The lawsuit claims that EasyWorkforce violated an Illinois law called the Biometric Information Privacy Act by capturing, collecting, and disclosing biometric data without proper consent, and by failing to adequately secure that data. EasyWorkforce denies any wrongdoing and says that it has not violated any laws. The settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that would come with trial. The lawsuit is called *Tapia-Rendon v. Employer Solution Staffing Group II, LLC, et al.*, No. 21-cv-3400, and is pending in the United States District Court for the Northern District of Illinois. Please read this notice carefully. Your legal rights are affected whether or not you act.

For complete information, visit www.EasyWorkforceBIPALawsuit.com or call 1-844-917-4405.

Am I included? Yes, records indicate that your fingerprint and biometric information was captured by one of the timeclocks at issue in this case. Specifically, the lawsuit includes a Class of people who used a WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix fingerprint timeclock in Illinois between June 24, 2016 and August 15, 2023. It also includes a Subclass of people who used one of those timeclocks in Illinois between June 24, 2016 and April 30, 2022.

What does the settlement provide? EasyWorkforce and its insurers have agreed to create a \$1,685,000 Settlement Fund that will be paid out over five years, and WorkEasy has agreed to a process for deleting the fingerprint data of its customers’ former employees, and of its former customers’ employees. If you submit a valid claim and the Court approves the settlement, you will receive payments totaling approximately \$160 to \$750 over five years, depending on when you started using the timeclock and how many other people submit claims. Those payment amounts are after the payment of the costs, administrative expenses, and legal fees from the settlement fund.

How do I get my payment? To receive a payment, you must complete and return a Claim Form. A copy of the Claim Form is included in this notice, or you can submit a Claim Form online at www.EasyWorkforceBIPALawsuit.com.

What are my rights and options? You have a choice of whether to stay in the Class or not. If you do nothing, you are choosing to stay in the Class. This means you will be legally bound by all orders and judgments of the Court and you won’t be able to sue or continue to sue EasyWorkforce for the legal claims made in this case in a different lawsuit. If money or benefits are obtained, you will be notified about how to obtain a share. If you do not want to stay in the Class, you must submit a request for exclusion. If you exclude yourself, you cannot get any money or benefits from this lawsuit if any are obtained, but you will keep your right to separately sue EasyWorkforce over the legal issues in this case. To ask to be excluded from the Class, send a letter to the address below postmarked by [DATE] saying you want to be excluded from *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC*, No. 21-cv-3400. Include your name, address, and signature.

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Nick Larry Law LLC and Loevy + Loevy. They represent you and the other Class Members and are called Class Counsel. The lawyers will request to be paid from the total amount that EasyWorkforce and its insurers have agreed to pay to the Class. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen Maria Tapia-Rendon—a class member like you—to represent the Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] CT before the Honorable Matthew Kennelly, [via telephone (dial-in 888-684-8852; access code 746-1053). **Do not come to the Courthouse for the final approval hearing**] in Courtroom 2103 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.] The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to one-third of the Settlement Fund and an incentive award to Plaintiff Tapia-Rendon of \$10,000, a copy of which will be posted on the settlement website.

For more information, visit www.EasyWorkforceBIPALawsuit.com or call 1-844-917-4405.

EXHIBIT D

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

MARIA TAPIA-RENDON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WORKEASY SOFTWARE, LLC

Defendant.

Case No. 1:21-cv-3400

**SECOND AMENDED CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiff Maria Tapia-Rendon, individually and on behalf of all others similarly situated, brings this Amended Class Action Complaint and Demand for Jury Trial against Defendant WorkEasy Software, LLC (“WorkEasy”). Plaintiff alleges the following based upon personal knowledge as to Plaintiff’s own experiences, and as to all other matters upon information and belief, including investigation conducted by Plaintiff’s attorneys.

NATURE OF THE CASE

1. This class action alleges violations of the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”).
2. Since 2008, BIPA has imposed a notice-and-consent requirement on companies possessing biometric data like fingerprints, voiceprints, and faceprints.
3. United Tape obtained and disclosed Plaintiff’s biometrics without proper notice and consent. WorkEasy obtained, disclosed, and failed to secure Plaintiff’s biometrics, also without proper notice and consent. Accordingly, Plaintiff seeks statutory damages, attorneys’ fees, costs, and injunctive relief as authorized by BIPA.

PARTIES

4. Plaintiff is a citizen of Illinois and a resident of Joliet, Illinois.

5. WorkEasy is a Delaware limited liability company headquartered in Pembroke Pines, Florida. None of WorkEasy's members are Illinois citizens.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2) because this is a class action in which a defendant is a citizen of states different than class members, and because the amount in controversy exceeds \$5,000,000.00.

7. This Court has personal jurisdiction over WorkEasy because it conducts substantial business in this State, including knowingly selling the biometric devices at issue for use in this State, and capturing Plaintiff's and the class members' biometrics in this State.

8. Venue is proper in this Court under 28 U.S.C. § 1391 because Plaintiff resides in Will County, which is within this District; because Plaintiff had her biometrics unlawfully collected from DuPage County, which is within this District; and because this lawsuit arises out of Defendant's conduct in DuPage County, which is within this District.

FACTUAL BACKGROUND

9. WorkEasy develops and sells workplace software and equipment, including biometric timeclocks and enrollment devices such as the EC10, EC20, EC200, EC500, EC700, Xenio10, Xenio20, Xenio200, Xenio500, Xenio700, TL200, TL250, and TL500 (collectively, the "Biometric Devices").

10. The Biometric Devices can operate with two versions of software: on-premises, or cloud-based. On-premises software operates entirely on the equipment of the WorkEasy customer. The cloud-based software functions by connecting to cloud-based software operated

by WorkEasy on servers it rents from a third party. Plaintiff's and the WorkEasy Class's claims pertain to the cloud-based software.

11. The Biometric Devices use fingerprint sensors to enroll workers in WorkEasy's timekeeping software and to allow them to clock in and out of shifts and breaks using their fingerprints.

12. The first time a worker uses a Biometric Device, they have to set up a profile by placing their finger on the scanner. WorkEasy's software scans the person's fingerprint and maps the geometry of the fingerprint. The worker must then scan the same fingerprint twice more, to allow WorkEasy's software captures a reference template: a mathematical representation of the fingerprint that can be stored and used for comparison against scanned fingerprints.

13. Each time a worker subsequently uses one of WorkEasy's biometric timeclocks,¹ WorkEasy's software scans the worker's fingerprint, converts it into an algorithmic representation of the fingerprint, and compares that representation to the stored reference templates to identify the worker.

14. The Biometric Devices are internet enabled, and WorkEasy's cloud-based software allows workers to view information about their shifts, employers to collect information from workers at clock in/out, employers to deliver messages to workers, and WorkEasy to access the data collected through the Biometric Devices.

¹ The EC200, EC500, EC700, Xenio200, Xenio500, Xenio700, TL200, TL250, and TL500 are all biometric timeclocks, meaning that they can be used to enroll workers' fingerprints in the timekeeping system, and can be used by workers to clock in and out. The EC10, EC20, Xenio10, and Xenio20 are enrollment devices, which are fingerprint scanners that attach to computers via USB connection, and are used only for the process of enrolling fingerprints in timekeeping systems.

15. For Biometric Devices using WorkEasy's cloud-based software, WorkEasy stores the data collected through the Biometric Devices, including reference templates, on servers leased from a third party named Vault Networks, Inc.

16. Vault Networks was administratively dissolved as a corporation by the State of Florida in 2016, but continues to provide cloud-storage services to WorkEasy to this day.

17. Within the biometric-technology industry, it is standard practice to encrypt information collected through biometric equipment, including reference templates and other forms of biometric information.

18. During the Subclass period, WorkEasy did not encrypt the data collected from its Biometric Devices and stored on the servers leased from Vault Networks, including the reference templates collected from Plaintiff and the WorkEasy Class.

19. During the Subclass period, WorkEasy did use encryption or similar, cryptographic security measures for its own sensitive information, including passwords and information stored on the Biometric Devices themselves.

20. Plaintiff was employed by a staffing agency and assigned to work at a Woodridge, Illinois facility operated by former defendant United Tape & Finishing Co., Inc. ("United Tape").

21. United Tape purchased a TimeLogix TL250 timeclock with cloud-based software from WorkEasy, and used it to track employee hours at United Tape's Woodridge, Illinois facility.

22. United Tape required hourly workers at the Woodridge facility, including Plaintiff, to clock in and out of shifts and breaks with the TL250 biometric timeclock.

23. Plaintiff stopped working at United Tape's Woodridge facility, and stopped using WorkEasy Biometric Devices, in January 2021.

24. WorkEasy did not explain its Biometric Devices' functionality to the workers using them, including Plaintiff.

25. WorkEasy did not tell workers using its Biometric Devices, including Plaintiff, how it used data collected through them.

26. WorkEasy did not tell workers using its Biometric Devices, including Plaintiff, how long it kept data collected through its Biometric Devices.

27. Workers using WorkEasy's Biometric Devices, including Plaintiff, did not consent to WorkEasy's capture and collection of their fingerprints or the identifying data derived from them.

28. BIPA has been the law of the State of Illinois since 2008.

29. At the beginning of the class period, June 24, 2016, BIPA had been in effect for eight years.

30. By the beginning of the class period, BIPA had also been in the news for some time. Facebook had been sued for BIPA violations over a year earlier,² and the case had already resulted in headline-generating rulings.³ Google and Shutterfly had likewise found themselves in the news for alleged BIPA violations.⁴

² See Tony Briscoe, *Suit: Facebook facial recognition technology violates Illinois privacy laws*, Chicago Tribune (Apr. 1, 2015), <https://www.chicagotribune.com/news/breaking/ct-facebook-facial-recognition-lawsuit-met-story.html>.

³ Russell Brandom, *Lawsuit challenging Facebook's facial recognition system moves forward*, The Verge (May 5, 2016), <https://www.theverge.com/2016/5/5/11605068/facebook-photo-tagging-lawsuit-biometric-privacy;>.

⁴ Christopher Zara, *Google Gets Sued Over Face Recognition, Joining Facebook And Shutterfly In Battle Over Biometric Privacy In Illinois*, International Business Times (Mar. 4, 2016), <https://www.ibtimes.com/google-gets-sued-over-face-recognition-joining-facebook-shutterfly-battle-over-2330278>.

31. Throughout the class period, then, BIPA was well known, and its obligations clear.

CLASS ALLEGATIONS

32. Plaintiff brings this action on behalf of the following classes of similarly situated individuals:

Class: All individuals who used any cloud-based WorkEasy Biometric Device in the State of Illinois on or after June 24, 2016 and on or before August 15, 2023.

Subclass: All WorkEasy Class members who used a cloud-based WorkEasy Biometric device in the State of Illinois on or before April 30, 2022.

33. Excluded from the Classes are any members of the judiciary assigned to preside over this matter, any officer or director of Defendant, counsel for the Parties, and any immediate family member of any of the same, along with any individual who has timely submitted a request for exclusion from the Class..

34. Upon information and belief, the Class includes over 21,000 individuals, and the WorkEasy Subclass includes over xxx individuals. The Class and Subclass are therefore so numerous that joinder of all members is impracticable. The precise number of Class members can be determined by reference to Defendant's records.

35. Plaintiff's claims are typical of the proposed Class members'. Plaintiff's claims have the same factual and legal bases as the proposed Class members', and Defendant's conduct has resulted in identical injuries to Plaintiff and the other members of the Classes.

36. Common questions of law and fact will predominate over any individualized inquiries. Those common questions include:

- a. Whether Defendants possessed the Class members' biometric identifiers or biometric information;

- b. Whether Defendant published a written policy establishing a retention schedule and biometric-destruction guidelines; and
- c. Whether Defendant collected the Class members' biometric identifiers or biometric information;
- d. Whether Defendant disclosed the Class members' biometric identifiers or information;
- e. Whether Defendant obtained written releases prior to collecting the Class members' biometrics;
- f. Whether Defendant informed the Class members, in writing, of the purposes and duration for which their biometrics would be collected and stored;
- g. Whether Defendant obtained the Class members' consent prior to disclosing their biometrics; and
- h. Whether Defendants are liable for \$5,000 or only \$1,000 per BIPA violation.

37. Absent a class action, most Class members would find their claims prohibitively expensive to bring individually, and would be left without an adequate remedy. Class treatment of the common questions is also superior because it conserves the Court's and Parties' resources and promotes efficiency and consistency of adjudication.

38. Plaintiff will adequately represent the Class. Plaintiff has retained counsel experienced in biometric class actions. Plaintiff and Plaintiff's counsel are committed to vigorously litigating this action on the Class's behalf and have the resources to do so. Neither Plaintiff nor Plaintiff's counsel have any interest adverse to the Class.

39. Defendant has acted on grounds generally applicable to Plaintiff and the Class, requiring the Court's imposition of uniform relief, including injunctive and declaratory relief to the Classes.

COUNT 1
Violation of 740 ILCS 14/15(a)
On Behalf of Plaintiff and the Class

40. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

41. WorkEasy is a limited liability company and is therefore a private entity. 740 ICLS 14/10.

42. By capturing and collecting Plaintiff's and the Class's fingerprints through the Biometric Devices, WorkEasy possessed Plaintiff's and the Class's biometric identifiers. 740 ILCS 14/10.

43. By converting Plaintiff's and the Class's fingerprints to reference templates, using those reference templates to identify Plaintiff and the Class members, and storing those reference templates on cloud-based servers, WorkEasy possessed Plaintiff's and the Class's biometric information. 740 ILCS 14/10.

44. While WorkEasy was in possession of Plaintiff's and the Class's biometric identifiers and information, WorkEasy failed to maintain a publicly available retention schedule detailing the length of time it would maintain Plaintiff's and the Class's biometrics and guidelines for permanently destroying the same. 740 ILCS 14/15(a).

45. Moreover, while EasyWorkforce possessed Plaintiff's and the Class's biometric identifiers and information, EasyWorkforce did not have any policies in place for destroying biometric identifiers and information when the purpose for collecting them had been satisfied. To the contrary, EasyWorkforce's policy was to retain those biometric identifiers and biometric information indefinitely.

46. WorkEasy continued to retain Plaintiff's and the Class members' templates even after they had stopped using WorkEasy's Biometric Devices, despite the purpose for WorkEasy's possession having expired. 740 ILCS 14/15(a).

47. Accordingly, individually and on behalf of the Class, Plaintiff respectfully seeks an order: (a) declaring that WorkEasy's actions as set forth herein violate 740 ILCS 14/15(a); (b) awarding injunctive and equitable relief as necessary to protect the Class; (c) finding WorkEasy's conduct intentional or reckless and awarding \$5,000 in damages per violation, per Class member, as authorized by 740 ILCS 14/20(2); (d) awarding Plaintiff and the Class their reasonable attorneys' fees, costs, and other litigation expenses under 740 ILCS 14/20(3); (e) awarding Plaintiff and the Class pre- and post-judgment interest; and (f) awarding such other and further relief as the Court deems equitable and just.

COUNT 2
Violation of 740 ILCS 14/15(b)
On Behalf of Plaintiff and the Class

48. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

49. WorkEasy is a limited liability company and is therefore a private entity. 740 ICLS 14/10.

50. By scanning and maintaining reference templates and associated timekeeping information through the cloud-based Biometric Devices, WorkEasy captured, collected, and obtained Plaintiff's and the Class's biometric information. 740 ILCS 14/10.

51. Through its cloud-based biometric timeclock software, WorkEasy captured, collected, received through trade, or otherwise obtained Plaintiff's and the Class's biometric information.

52. Prior to capturing, collecting, receiving, and obtaining Plaintiff's and the Class's biometric information, WorkEasy did not inform Plaintiff and the Class in writing that their biometrics were being collected, stored, and used. 740 ILCS 14/15(b)(1).

53. Prior to capturing, collecting, receiving, and obtaining Plaintiff's and the Class's biometric identifiers and information, WorkEasy did not inform Plaintiff and the Class or their

legally authorized representatives of the specific purpose for which their biometrics were being collected, stored, and used. 740 ILCS 14/15(b)(2).

54. Prior to capturing, collecting, receiving, and obtaining Plaintiff's and the Class's biometric identifiers and information, WorkEasy did not inform Plaintiff and the Class or their legally authorized representatives of the length of time that their biometrics would be maintained. 740 ILCS 14/15(b)(2).

55. Prior to capturing, collecting, receiving, and obtaining Plaintiff's and the Class's biometric identifiers and information, WorkEasy did not obtain a written release authorizing such collection. 740 ILCS 14/15(b)(3).

56. Accordingly, individually and on behalf of the Class, Plaintiff respectfully seeks an order: (a) declaring that WorkEasy's actions as set forth herein violate 740 ILCS 14/15(b); (b) awarding injunctive and equitable relief as necessary to protect the Class; (c) finding WorkEasy's conduct intentional or reckless and awarding \$5,000 in damages per violation, per Class member, as authorized by 740 ILCS 14/20(2); (d) awarding Plaintiff and the Class their reasonable attorneys' fees, costs, and other litigation expenses under 740 ILCS 14/20(3); (e) awarding Plaintiff and the Class pre- and post-judgment interest; and (f) awarding such other and further relief as the Court deems equitable and just.

COUNT 3
Violation of 740 ILCS 14/15(d)⁵
On Behalf of Plaintiff and the Class

57. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

⁵ Plaintiff acknowledges that the Court granted WorkEasy summary judgment on this claim, and maintains it herein only for purposes of preservation on appeal in the event that the parties' settlement does not receive final approval.

58. WorkEasy stored the reference templates collected through its cloud-based Biometric Devices on servers it leased from Vault Networks.

59. By storing reference templates collected through its Biometric Devices on servers it leased, WorkEasy possessed Plaintiff's and the Subclass's biometric information. 740 ILCS 14/10.

60. By storing Plaintiff's and the Subclass's biometric information in unencrypted format on servers owned by Vault Networks, WorkEasy disclosed or otherwise disseminated Plaintiff's and the Subclass's biometric information to Vault Networks. 740 ILCS 14/15(d).

61. WorkEasy did not obtain consent prior to disclosing or disseminating Plaintiff's and the Subclass's biometric information. 740 ILCS 14/15(d)(1).

62. WorkEasy's disclosure of Plaintiff's and the Subclass's biometric information did not complete a financial transaction, was not required by law, and was not required by a warrant or subpoena. 740 ILCS 14/15(d)(2)–(4).

63. Accordingly, individually and on behalf of the Subclass, Plaintiff respectfully seeks an order: (a) declaring that WorkEasy's actions as set forth herein violate 740 ILCS 14/15(d); (b) awarding injunctive and equitable relief as necessary to protect the WorkEasy Subclass; (c) finding WorkEasy's conduct intentional or reckless and awarding \$5,000 in damages per violation, per Subclass member, as authorized by 740 ILCS 14/20(2); (d) awarding Plaintiff and the Subclass their reasonable attorneys' fees, costs, and other litigation expenses under 740 ILCS 14/20(3); (e) awarding Plaintiff and the Subclass pre- and post-judgment interest; and (f) awarding such other and further relief as the Court deems equitable and just.

COUNT 4
Violation of 740 ILCS 14/15(e)
On Behalf of Plaintiff and the Subclass

64. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

65. WorkEasy stored the reference templates collected through its cloud-based Biometric Devices on servers it leased from Vault Networks.

66. By storing reference templates collected through its Biometric Devices on servers it leased, WorkEasy possessed Plaintiff's and the Subclass's biometric information. 740 ILCS 14/10.

67. WorkEasy stored Plaintiff's and the Subclass's biometric information without encryption, on servers it leased from a third party, Vault Networks.

68. By storing Plaintiff's and the Subclass's biometric information without encryption on servers owned by Vault Networks, WorkEasy failed to store and protect from disclosure Plaintiff's and the Subclass's biometric information using the reasonable standard of care within the biometric industry. 740 ILCS 14/15(e)(1).

69. Similarly, by storing Plaintiff's and the Subclass's biometric information without encryption on servers owned by Vault Networks, WorkEasy failed to store and protect from disclosure Plaintiff's and the Subclass's biometric information in a manner that is the same as or more protective than the manner in which WorkEasy stores and protects other confidential and sensitive information. 740 ILCS 14/15(e)(2).

70. WorkEasy's failure to encrypt Plaintiff's and the Subclass's biometric information when storing it on Vault Networks' servers resulted in that biometric information being disclosed to Vault Networks without Plaintiff's and the Subclass's consent.

71. Accordingly, individually and on behalf of the Subclass, Plaintiff respectfully seeks an order: (a) declaring that WorkEasy's actions as set forth herein violate 740 ILCS 14/15(e); (b) awarding injunctive and equitable relief as necessary to protect the WorkEasy Subclass; (c) finding WorkEasy's conduct intentional or reckless and awarding \$5,000 in

damages per violation, per Subclass member, as authorized by 740 ILCS 14/20(2); (d) awarding Plaintiff and the Subclass their reasonable attorneys' fees, costs, and other litigation expenses under 740 ILCS 14/20(3); (e) awarding Plaintiff and the Subclass pre- and post-judgment interest; and (f) awarding such other and further relief as the Court deems equitable and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully requests that this Court enter an Order:

- a. Declaring that WorkEasy's violate BIPA Sections 15(a), (b), (c), and (d).
- b. Awarding injunctive and equitable relief as necessary to protect the Class;
- c. Finding WorkEasy's conduct intentional or reckless and awarding \$5,000 in damages per violation, per Class member under 740 ILCS 14/20(2), or, if WorkEasy's conduct does not rise to that standard, \$1,000 per violation, per Class member under 740 ILCS 14/20(1);
- d. Awarding Plaintiff and the Class their reasonable attorneys' fees, costs, and other litigation expenses under 740 ILCS 14/20(3);
- e. Awarding Plaintiff and the Class pre- and post-judgment interest; and
- f. Awarding such other and further relief as the Court deems equitable and just.

JURY DEMAND

Plaintiff demands a trial by jury on all claims and issues so triable.

Dated: November 20, 2025

Respectfully submitted,

s/ J. Dominick Larry
One of Plaintiff's Attorneys

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