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. UNITED TAPE & FINISHING CO., INC.; and EASYWORKFORCE SOFTWARE, LLC *Defendants*.	Case No. 1:21-cv-3400 Judge: Hon. Matthew F. Kennelly Magistrate: Hon. Beth W. Jantz

PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARD

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1. INTRODUCTION

Plaintiff Maria Tapia-Rendon filed this Biometric Information Privacy Act, 740 ILCS 14/1–99 ("BIPA"), case almost five years ago. Since that time, Class Counsel has invested hundreds of thousands of dollars in expenses and over a million dollars in attorney time pursuing the Class's claims. And Plaintiff has gone above and beyond what most BIPA plaintiffs have to do, producing hundreds of pages of documents, sitting for two depositions, *and* attending the in-person settlement conference that led to resolution. As a result of that investment and effort, Plaintiff and Class Counsel were able to negotiate a settlement comparable on a per-person level to other BIPA settlements with technology vendors. They secured that $1.685-million recovery even though the defendant WorkEasy Software, LLC was in a tenuous financial position, with limited cash on hand and seemingly no viable path to insurance coverage.

Having secured a common-fund recovery, Plaintiff now moves under Fed. R. Civ. P. 23(h) for payment of attorneys' fees, expenses, and an incentive award from the common fund. Specifically, Plaintiff seeks attorneys' fees of $494,406.33 (one-third of the Net Settlement Fund),[1] expenses of $221,080.69, and an incentive award of $10,000, with both the attorneys' fees and the incentive award to be paid out over five years, like the class-member payments.

2. BACKGROUND

Plaintiff was employed by a staffing agency and worked at a facility in Woodridge, Illinois operated by United Tape & Finishing Co., Inc. ECF No. 127, ¶ 24. While working there, Plaintiff clocked in and out using a WorkEasy cloud-based, biometric timeclock. ECF No. 323, ¶¶ 58, 59. On June 24, 2021, Plaintiff sued WorkEasy, United Tape, and the staffing agency (Employer

[1] "Net Settlement Fund" means the portion of the settlement fund remaining after payment of incentive awards and notice-and-administration expenses, which are deducted from the fund when calculating fees. *Redman v. RadioShack Corp.*, 768 F.3d 622, 630 (7th Cir. 2014).

Solutions Staffing Group II, LLC), alleging that the timeclocks captured and stored her biometric identifiers and information, and asserting common-law claims as well. ECF No. 1.

Plaintiff initiated discovery in August 2021. *See* Declaration of J. Dominick Larry ("Larry Decl."), filed contemporaneously herewith, ¶15. She voluntarily dismissed her claims against Employer Solutions in December 2021, after discovery showed that the company had no access to the biometric information collected by the WorkEasy timeclocks. *Id.* ¶ 17; ECF No. 42. During discovery, Plaintiff served WorkEasy with 99 requests for production, 24 interrogatories, and 114 requests for admission. *Id.* ¶ 18. In response, WorkEasy produced over 75,000 pages of documents that Class Counsel had to review, and, following repeated conferences, WorkEasy served 11 sets of supplemental or amended discovery responses. *Id.* ¶¶ 19, 20.

Plaintiff also produced almost 300 pages of documents in response to two sets of requests for production from WorkEasy, answered one set of WorkEasy's interrogatories, and responded to requests for production and interrogatories from United Tape.[2] Larry Decl. ¶ 21. Plaintiff also engaged a testifying expert who provided both class-certification and merits reports, and multiple consulting experts. *Id.* ¶ 22. Additionally, the parties devoted substantial resources to depositions, with Class Counsel deposing WorkEasy's corporate representative, its CEO, and four other employees, and WorkEasy deposing Plaintiff twice and Plaintiff's expert once. *Id.* ¶ 23.

While discovery was ongoing, Class Counsel also had to deal with complications caused by WorkEasy's insurance situation. Originally, WorkEasy disclosed no potentially applicable insurance policies. *Id.* ¶ 24. More than a year into the litigation, WorkEasy changed course and disclosed multiple insurance policies. *Id.* ¶ 25. Class Counsel then engaged consulting experts to

[2] Plaintiff and a class of workers at United Tape's facility reached a settlement that was finally approved by the Court on May 17, 2023. ECF No. 137.

assist with handling the insurance-related issues. *Id*. After Class Counsel pressed the insurers regarding WorkEasy's insurance, one of the insurers, Scottsdale Insurance Co., filed a lawsuit against WorkEasy and Plaintiff, seeking a declaratory judgment that it owed WorkEasy no coverage. *See Scottsdale Ins. Co. v. EasyWorkforce Software, LLC*, No. 23-cv-991 (N.D. Ill.). The *Scottsdale* action included its own discovery practice, culminating in the full briefing of Scottsdale's summary-judgment motion. Larry Decl. ¶ 27. A similar declaratory action was filed by another one of WorkEasy's insurers, Hartford Underwriters Insurance Company, against WorkEasy and Plaintiff. *See Hartford Underwriters Ins. Co. v. EasyWorkforce Software, LLC*, No. 22-cv-6184 (N.D. Ill.). The *Hartford* litigation was voluntarily dismissed, before being refiled just prior to the settlement conference in this case. *See Hartford Underwriters Ins. Co. v. WorkEasy Software, LLC*, No. 25-cv-11109 (N.D. Ill.). A third insurer, Wilshire Insurance Company, provided WorkEasy with defense under a reservation of rights. *Id*. ¶ 26.

Against the backdrop of discovery and the insurance actions, substantial briefing took place on Plaintiff's claims. This included a motion to amend her complaint to add claims under BIPA Sections 15(d) and (e) on behalf of a subclass, and to drop her common-law and Section 15(a) claims. *See* ECF Nos. 107, 108.[3] Plaintiff also moved to compel supplemental discovery responses from WorkEasy. ECF No. 114. Over WorkEasy's objection, the Court granted the motion to amend and partially granted the motion to compel. ECF No. 126. Just under two months later, in May 2023, Plaintiff moved for class certification. ECF No. 138. The Court certified the proposed class and subclass in August 2023, ECF No. 167. WorkEasy sought reconsideration of that order, and after full briefing and oral argument, the Court denied the reconsideration motion in February

[3] Plaintiff re-filed her Section 15(a) claims in state court. *See Tapia-Rendon v. EasyWorkforce Software, LLC*, No. 2023LA000486 (Cir. Ct. DuPage Cnty., Ill.).

2024. ECF No. 187. WorkEasy then filed a Rule 23(f) petition with the Seventh Circuit, *see* ECF No. 192, Plaintiff opposed, and the Seventh Circuit denied the petition. ECF No. 202.

With the class-certification order intact, Class Counsel began the work of assembling a class list. That required serving subpoenas on hundreds of WorkEasy's customers in Illinois, reviewing the information provided by the respondents, filing three motions for orders to show cause (which resulted in two contempt orders against a total of 23 entities), and incurring over $66,000 in costs. ECF Nos. 208–281; Larry Decl. ¶¶ 29, 30, 44. With a partial class list finally assembled, notice was disseminated to the class and the subclass—at Class Counsel's expense—by January 15, 2025. Larry Decl. ¶ 31.

On February 14, 2025, Plaintiff moved for partial summary judgment on liability. ECF No. 300. WorkEasy responded and cross-moved at the end of March, ECF Nos. 314, 322. Plaintiff replied in support of her motion and responded to WorkEasy's cross motion, *see* ECF No. 344, and on August 8, 2025, the Court granted and denied each motion in part. *See* ECF No. 354. On Plaintiff's motion, the Court held that the fingerprint data collected by WorkEasy's timeclocks was biometric information as defined by BIPA, and that the class was entitled to summary judgment on WorkEasy's affirmative defenses. *Id.* On WorkEasy's motion, the Court granted summary judgment for WorkEasy on Plaintiff's claim for unlawful disclosure of biometrics under Section 15(d). *Id.* On the remaining issues, the Court denied both parties' motions, finding that fact issues precluded summary judgment. *Id.*

The Court then set a December 8, 2025 trial date and scheduled an in-person settlement conference for October 9, 2025. ECF Nos. 357, 358. Plaintiff, her counsel, WorkEasy's CEO, WorkEasy's counsel, and representatives from WorkEasy's insurers attended the settlement conference. Larry Decl. ¶ 33. With the Court's assistance, Plaintiff was able to reach a settlement

in principle with WorkEasy during the settlement conference, and with WorkEasy's insurers after a few more days of discussions. *See* ECF Nos. 365, 367. The parties fully executed the settlement agreement on November 24, 2025, ECF No. 380-1, and the Court granted preliminary approval on December 1, 2025. ECF No. 382. Notice was disseminated consistent with the preliminary approval order by December 30, 2025. *See* Larry Decl. ¶ 34. To date, no class member has opted out of or objected to the settlement. *Id*. ¶ 35.

3. ARGUMENT

Given the results achieved by the Settlement, Class Counsel now moves for an award of attorneys' fees and costs, and for an incentive award to Plaintiff. Specifically, Plaintiff requests that the Court award Class Counsel attorneys' fees of one-third of the Net Settlement Fund ($494,406.33), along with $221,080.69 in unreimbursed expenses, and an incentive award to Plaintiff of $10,000. Plaintiff requests that Class Counsel's expenses be reimbursed from the initial contributions to the settlement fund, and that the attorneys' fees and incentive award be paid out over time, like the class members' payments.[4]

3.1. The Court should award the requested attorneys' fees.

Rule 23 authorizes courts to "award reasonable attorneys' fees … that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). With common-fund settlements, attorneys' fees should be based on the "market rate," which is determined by "approximating the terms that

[4] Specifically, Plaintiffs request that their attorneys' fees be paid out as follows: $91,804.85 (18.56%) within five days of the Settlement's Effective Date, *see* ECF No. 380-1, ¶ 8.2; and then $80,520.30 annually for three years, and $80,520.29 annually for the remaining two years of the settlement. These payment amounts reflect the proportionate amount of money remaining in the settlement fund after payment of the administration expenses and the reimbursement of Class Counsel's expenses. Similarly, Plaintiff requests that her incentive award be paid out as follows: $1,865.87 to be paid within five days of the settlement's Effective Date, with subsequent annual payments of $1,626.83 for each of the first three years and $1,626.82 for the remaining two years.

would have been agreed to *ex ante*, had negotiations occurred." *In re Snythroid Mktg. Litig.*, 264 F.3d 712, 719 (7th Cir. 2001). That approximation involves "weigh[ing] the available market evidence … assess[ing] the amount of work involved, the risks of nonpayment, and the quality of representation." *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011). Here, each of those factors supports the requested fee award.

3.1.1. The fees sought are on the lower end of the market range.

"To determine the market for attorney's fees, the court should look to 'actual fee contracts that were privately negotiated for similar litigation, information from other cases, and data from class-counsel auctions.'" *Williams*, 658 F.3d at 624 (quoting *Taubenfeld v. AON Corp.*, 415 F.3d 597, 599 (7th Cir. 2005)). Those factors show that the market for an attorney-fee contract on this litigation would be calculated on a percentage-of-the-fund basis, and would be at least one third of the net settlement fund, as Class Counsel seeks here.

To start, Plaintiff's engagement agreement with Class Counsel provides that counsel shall be paid up to 40 percent of the common fund, while the settlement provides for fees of up to one-third of the *gross* settlement fund. Larry Decl. ¶ 37; ECF No. 380-1, ¶ 8.1; *Gehrich v. Chase Bank, N.A.*, 316 F.R.D. 215, 235 (N.D. Ill. 2016). And the last factor—class-counsel auctions in similar cases—offers little guidance. Class Counsel are unaware of any class-counsel auctions in BIPA or similar cases. Rather, auction data typically comes from the securities class-action context, and "auctions in securities actions have little bearing on this case." *Heekin v. Anthem, Inc.*, No. 05-cv-1908, 2012 WL 5878032, at *4 n.2 (S.D. Ind. Nov. 20, 2012).

The remaining factor, evidence from similar cases, is accorded the most weight, and offers the greatest support for the request here. *See, e.g.*, *Taubenfeld*, 415 F.3d at 600 ("[A]ttorneys' fees from analogous class action settlements are indicative of a rational relationship between the record in this similar case and the fees awarded by the district court."). To start, awards in similar cases

establish that fees "[t]he approach favored in the Seventh Circuit is to compute attorneys' fees as a percentage of the benefit conferred on the class." *William v. Gen. Elec. Cap. Auto Lease*, No. 94-cv-7410, 1995 WL 765266, at *9 (N.D. Ill. Dec. 26, 1995). To Class Counsel's knowledge, the percentage-of-the-fund method has been used to determine the fee award in every BIPA class action that has resulted in a monetary recovery.

Within the percentage-of-the-fund model, fees of one-third of the fund are on the low end of the market for BIPA settlements. Within the Northern District, higher fee awards are common, if not the norm. *See, e.g.*, *Cothron v. White Castle System, Inc.*, No. 19-cv-382, ECF No. 212 (N.D. Ill. Aug. 5, 2024) (37.5% of fund); *Howe v. Speedway, LLC*, No. 19-cv-1374, ECF No. 218 (N.D. Ill. Oct. 22, 2025) (37.5% of fund); *Nosal v. Rich Prods. Corp.*, No. 20-cv-4972, ECF No. 74 (N.D. Ill. Sept. 5, 2024) (37.5% of fund); *Johnson v. Ralph's Grocery Co.*, No. 22-cv-2409, ECF No. 75 (N.D. Ill. May 29, 2024) (35% of fund). And Illinois state courts regularly award even larger amounts.[5]

An award of one-third of the Net Settlement Fund, therefore, is supported by the market in similar cases.

3.1.2. The risk of non-recovery and the work required to obtain the result further justifies the fee award.

[5] *See, e.g.*, *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-02140 (Cir. Ct. Cook Cnty., Ill., Dec. 5 2018) (attorneys' fee award of 40% of settlement fund in BIPA class settlement); *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty., Ill., Jan. 14, 2019 (same); *Zhirovetskiy v. Zayo Grp., LLC,* No. 2017-CH-09323 (Cir. Ct. Cook Cnty., Ill., Apr. 8 2019) (same); *McGee v. LSC Commc'ns*, No. 2017-CH-12818 (Cir. Ct. Cook Cnty., Ill., Aug. 7 2019) (same); *Smith v. Pineapple Hosp. Grp.*, No. 2018-CH-06589 (Cir. Ct. Cook Cnty., Ill., Jan. 22 2020) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. Ill., Jul. 21 2020) (same); *Freeman-McKee*, No. 2017-CH-13636 (Cir. Ct. Cook Cnty., Ill., June 25, 2021) (same); *Knobloch v. ABC Fin. Servs., LLC et al.*, No. 2017-CH-12266 (Cir. Ct. Cook Cnty., Ill. June 25, 2021).

The risks of non-recovery, and the work required to overcome those risks, further support the requested fee award. When Plaintiff filed her complaint in June 2021, Class Counsel faced a substantial risk that they would not recoup their fees and costs.[6] Merits risks included the possibility that the information collected by WorkEasy's timeclocks would not be considered biometric identifiers or information under BIPA, *see* ECF No. 314, and that, as a technology vendor, WorkEasy did not obtain or possess the data at issue. *See* ECF No. 354 at 15–21. The case also presented class-certification risk, as discovery could have shown that WorkEasy directly or through its customers obtained BIPA-compliant consent from some portion of the putative class, that the functionality of the timeclocks changed during the class period, or that individualized issues otherwise predominated. Class Counsel was also aware of the risks posed by pending appeals and potential amendments to BIPA, including that the statute of limitations could limit the class size, *see Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801; *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004, that recoveries could be limited, *see Cothron*, 2023 IL 128004; 2024 Ill. S.B. 2979, or that BIPA could be amended in a way that barred Plaintiff's recovery entirely. *See, e.g.*, 2023 Ill. H.B. 2252. Finally, Class Counsel faced the risk—ultimately realized—that WorkEasy would lack the funds or insurance coverage needed to fund a judgment, or even a settlement large enough to recoup their lodestar.

Despite those risks, Class Counsel put significant work into the case to secure the Class's recovery. Prior to filing, Class Counsel had to identify and investigate the technology used by WorkEasy. Larry Decl. ¶ 38. Then Class Counsel then went through full fact and expert discovery on both class certification and the merits. *Id*. Class Counsel had to brief class certification,

[6] In fact, as noted in Section 3.1.4, below, despite obtaining class certification, defending certification on appeal, and surviving summary judgment, the fee award still represents a substantial discount from Class Counsel's lodestar.

reconsideration of the certification order, and the resulting Rule 23(f) position. *See* ECF Nos. 138–141, 162, 175, 176, 202. Then came summary judgment, followed by trial preparation. ECF Nos. 300–307, 334–340, 357. All the while, Class Counsel was engaging in periodic settlement discussions with WorkEasy (including settlement conferences with Magistrate Judge Jantz in December 2022 and January 2023, and the October 2025 settlement conference with the Court that led to settlement), and litigating and engaging with WorkEasy's insurers to attempt to enlarge the potential recovery for the class. Larry Decl. ¶ 32. And since preliminary approval, Class Counsel has continued to work on the class's behalf, working with the settlement administrator to ensure prompt dissemination of notice and to review the validity of the claims submitted. *Id*. ¶ 36.

All told, the risks that Class Counsel accepted in taking on the litigation, and the work put in to secure a recovery, further support the requested fee award.

3.1.3. The recovery for the Class supports the requested award.

"[I]n determining the reasonableness of the attorneys' fee … the central consideration is what class counsel for the members of the class." *Redman*, 768 F.3d at 633. Here, as the Court is aware from the settlement conference, Class Counsel squeezed every available drop of money from WorkEasy and its insurers. Two of the insurers had initiated coverage actions (one of which had a fully briefed summary-judgment motion pending at the time of the settlement), while the third was defending under a reservation of rights. Each insurer had the ability to rely on an exclusion that the Seventh Circuit and the has repeatedly found to bar coverage. *See Thermoflex Waukegan, LLC v. Mitsui Sumimoto Ins. USA, Inc.*, 102 F.4th 438, 442 (7th Cir. 2024); *Citizens Ins. Co. of Am. v. Mullins Food Prods., Inc.*, 135 F.4th 1082, 1092 (7th Cir. 2025). And without insurance coverage, WorkEasy had extremely limited ability to fund a judgment. Larry Decl. ¶ 28.

In effect, unlike in most cases, had Plaintiff continued to litigate, the money left to fund a settlement would only have *decreased*.

Despite those limitations, Class Counsel helped achieve a result that compares favorably with similar cases. WorkEasy will be paying $1.55 million over a five-year period, and its insurers will be paying an additional $130,000. *See* ECF No. 380-1, § 2. Additionally, WorkEasy has agreed to maintain the consent interface and database-encryption measures it implemented after the subclass period, Settlement ¶ 2.3, and, within 60 days of the Settlement's Effective Date, to 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.*

This relief is in line with recoveries in other BIPA settlements with biometric vendors. Despite the real financial constraints facing WorkEasy, Class Counsel obtained a gross recovery of $76.89 per class member, with each class member who submits a valid claim expected to obtain payments of hundreds of dollars, which is comparable to other recoveries from vendors. *See, e.g.*, *Bernal v. ADP LLC, et al.*, 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.*, No. 2020-CH-00201 (Ill. Cir. Ct. Mar. 6, 2024) (gross recovery of $108.50 per class member).

Class Counsel's obtainment of meaningful relief from a financially challenged vendor-defendant therefore further supports their fee request.

3.1.4. A lodestar cross-check confirms the propriety of the requested award.

Though the market analysis above justifies Class Counsel's fee request on its own, the propriety of the request is bolstered by the fact that Class Counsel's requested fee is less than their lodestar. "Although it is true that a lodestar cross-check is not necessary in determining the

reasonableness of attorneys fees, nevertheless, courts often refer to the lodestar in making this determination." *N.P. v. Standard Innovation Corp.*, No. 16-cv-8655, 2017 WL 10544061, at *4 (N.D. Ill. July 25, 2017) (collecting cases). "The purpose of a lodestar cross-check is simply to determine whether a proposed fee award is excessive relative to the hours reportedly worked by counsel, or whether the fee is within some reasonable multiple of the lodestar." *In re TransUnion Corp. Privacy Litig.*, No. 00-cv-4729, 2009 WL 4799954, at *17 (N.D. Ill. Dec. 9, 2009) (collecting cases), *order modified and remanded on other grounds*, 629 F.3d 741 (7th Cir. 2011).

Here, the "lodestar cross-check confirms [Class] Counsel's requested fees are appropriate." *Woods v. Club Cabaret, Inc.*, No. 15-cv-1213, 2017 WL 4054523, at *10 (C.D. Ill. May 17, 2017). Class "Counsel's billing records indicate that" one just one lawyer, J. Dominick Larry, had a lodestar of over $850,000, "which is well above the [$494,406.33 Class Counsel] request[s] now." *Woods*, 2017 WL 4054523, at *10; Larry Decl. ¶ 41. With all attorneys and staff included, Class Counsel's requested fee generates a lodestar multiplier of 0.47, *see id.* ¶ 41; Declaration of Thomas R. Kayes ("Kayes Decl."), filed contemporaneously herewith, ¶ 10, which will only decrease as additional work is completed, including final approval briefing and working with the settlement administrator over the next five years to ensure claiming class members receive their payments.[7] "When performing lodestar cross-checks, courts have approved multipliers between one and four," so the requested 0.47 multiplier is entirely reasonable. *Corzo v. Brown Univ.*, No. 22-cv-2024 WL 3506498, at *7 (N.D. Ill. July 20, 2024) (Kennelly, J.).

[7] Class Counsel's total lodestar, as of writing, is $1,062,667.50. Larry Decl. ¶ 41; Kayes Decl. ¶ 10. During the class-list-assembly process, contemnors reimbursed Class Counsel for a total of $4,187.36 in attorney time. Larry Decl. ¶ 42. Thus, the total *unreimbursed* lodestar figure is $1,058,480.14. Larry Decl. ¶¶ 41, 42; Kayes Decl. ¶ 10.

3.2. Class Counsel's expenses should be reimbursed from the fund.

Rule 23(h) and the common-fund doctrine both allow for recovery of litigation expenses from a common fund. Fed. R. Civ. P. 23(h); *Holbrook v. Pitt*, 748 F.2d 1168, 1176 (7th Cir. 1984). Reasonable expenses are those "that are consistent with market rates and practices and are … supported by the facts and circumstances of [the] case." *In re Ready-Mixed Concrete Antitrust Litig.*, No. 05-cv-979, 2010 WL 3282591, at *3 (S.D. Ind. Aug. 17, 2010).

Here, Class Counsel seeks reimbursement of $221,080.69 in unreimbursed litigation expenses reasonably incurred. The overwhelming majority of Class Counsel's costs fall into four buckets: (1) class-notice costs; (2) costs relating to the subpoenas needed to generate the class list; (3) expert costs, both consulting and testifying; and (4) non-expert discovery costs, such as ESI hosting, depositions transcripts and booking, and the like. Larry Decl. ¶ 44. The remaining costs are typical, smaller amounts for things like printing and delivery of courtesy copies, travel, hearing transcripts, and the like. *Id.* While the total expense amount is substantial relative to the total recovery, each category was necessary to obtain the settlement relief for the class.

To start, once WorkEasy's appeal of the certification order failed and the partial class list was compiled, notice was due to the class. *See* Fed. R. Civ. P. 23(c)(2)(B). "The usual rule is that a plaintiff must initially bear the cost of notice to the class." *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 178 (1974). Thus, Plaintiff's counsel paid the $53,404 bill for the Court-approved notice plan. Larry Decl. ¶ 44; *see* ECF No. 290. To even get to the point of disseminating notice, however, Class Counsel first had to subpoena WorkEasy's Illinois customers to obtain the records necessary to obtain a class list. *See* ECF No. 171, ¶ 4. That was an expensive process, as it not only included attempted service of subpoenas, riders, confidentiality orders, and cover letters on 269 different entities, but also re-attempts at different addresses for many of them, and service of dozens of copies of show-cause motions, show-cause orders, and contempt orders. Larry Decl. ¶¶ 29, 30. In

total, the out-of-pocket expenses relating to assembly of the class list totaled $68,585.50, of which only $1,974 was reimbursed by contemnors, leaving $66,611.50 in unreimbursed expenses incurred during the subpoena process. Larry Decl. ¶¶ 44, 45.

Class Counsel also incurred $80,294.05 in expert costs. *Id.* ¶ 44. Those costs included Plaintiff's testifying expert ($35,400);[8] additional consulting experts on technological issues ($7,220); materials that had to be purchased for expert review ($143.60); consulting experts related to WorkEasy's insurance coverage, including procedures available under Florida law ($36,351.70); and financial experts who consulted regarding WorkEasy's financials and its ability to pay ($1,198.75). *Id.* Without each of these experts, Class Counsel would not have been able to certify the class, fend off WorkEasy's summary-judgment bid, obtain partial summary judgment on the class's behalf, obtain any settlement contribution from WorkEasy's insurers, or obtain the maximum amount of money WorkEasy was able to pay. *Id.* ¶ 47.

There were also depositions, ESI hosting, and other discovery costs totaling $18,303.26. Larry Decl. ¶ 44. And there were other miscellaneous expenses totaling $2,467.88, including postage, printing and delivery of courtesy copies, filing fees, service of process of the complaint and discovery subpoenas, hearing transcripts, travel expenses, data-entry costs, and costs for obtaining documents like corporate registrations and paywalled articles. *Id.*

Thus, the $221,080.69 in unreimbursed expenses sought by Class Counsel were reasonably and necessary incurred on the Class's behalf, and should be paid from the common fund.

[8] This amount *does not* include the expenses incurred when Plaintiff's expert was deposed, as those costs were paid by WorkEasy under Rule 26(b)(4)(E). Larry Decl. ¶ 46.

3.3. The Court should approve the requested incentive award.

Plaintiff also seeks an incentive award of $10,000 to Plaintiff for serving as a class representative, *see* ECF No. 380-1, ¶ 8.3, to be paid out incrementally like the rest of the class payments. Incentive awards are appropriate in class actions to compensate individuals for spending their own time to achieve benefits for the broader class. *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998). Because a named plaintiff is essential to any class action, "[i]ncentive awards are justified when necessary to induce individuals to become named representatives." *Spano v. The Boeing Co.*, No. 06-cv-743, 2016 WL 3791123, *4 (S.D. Ill. Mar. 31, 2016) (approving incentive awards of $25,000 and $10,000 for class representatives) (internal citation omitted).

Throughout the case, Plaintiff conferred with Class Counsel, provided information and documentation to prepare the pleadings, reviewed the complaints, answered the defendants' interrogatories, produced relevant documents, sat for two depositions, and engaged in the settlement process, including attending the in-person settlement conference that led to resolution of this case. Larry Decl. ¶ 48. These efforts from Plaintiff were necessary to secure the recovery. *Id.* Plaintiff was also willing to attach her name to this litigation, which is a matter of public record, and which has resulted in the publication of her name and involvement to the world at large, subjecting her to "scrutiny and attention," which is "certainly worth some remuneration." *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 601 (N.D. Ill. July 29, 2011).

Additionally, Plaintiff's requested incentive award is in line with or below the amounts often awarded in BIPA cases. *See, e.g.*, *Rogers v. CSX Intermodal Terminals, Inc.*, 2019-CH-04168, Final Order and Judgment, ¶ 21 (Cir. Ct. Cook Cnty., Ill., May 13, 2021) ($15,000 incentive award in BIPA settlement); *Gonzalez v. Silva Int'l, Inc.*, No. 2020-CH-03514, Final Order and Judgment, ¶ 19 (Cir. Ct. Cook Cnty., Ill., June 24, 2021) ($10,000 incentive award in BIPA

settlement); *Davis v. Heartland Emp. Servs., LLC*, No. 19-cv-00680, ECF No. 130 (N.D. Ill. Oct. 25, 2021) ($10,000 incentive award in BIPA settlement); *see also* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303, 1348 (2006) (finding that "[t]he average award per class representative was $15,992").

Accordingly, Plaintiff's requested incentive award warrants approval.

4. CONCLUSION

For the foregoing reasons, Plaintiff Maria Tapia-Rendon respectfully requests that the Court enter an order: (1) awarding Class Counsel attorneys' fees of $494,406.33, to be paid from the settlement fund incrementally during administration of the settlement;[9] (2) awarding Class Counsel expenses of $221,080.69, to be paid from the settlement fund; (3) awarding Plaintiff an incentive award of $10,000, to be paid out incrementally from the settlement fund;[10] and (4) granting such other and further relief as the Court deems reasonable and just.

Dated: February 11, 2026

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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[9] Plaintiff requests that Class Counsel's fees be paid on the following schedule: $91,804.85 within five days of the Settlement's Effective Date, and then $80,520.30 annually for three years, and $80,520.29 annually for the remaining two years of the settlement.

[10] Plaintiff requests that her incentive award be paid on the following schedule: $1,865.87 to be paid within five days of the settlement's Effective Date, with subsequent annual payments of $1,626.83 for each of the first three years and $1,626.82 for the remaining two years.

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