

**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

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter coming before the Court on Plaintiff's Unopposed Motion for and Memorandum in Support of Final Approval of Class Action Settlement, ECF Nos. 391–395, good cause being shown, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement, ECF No. 393-1.

2. This Court has personal jurisdiction over the Class members and has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2) because Plaintiff is a citizen of a State different than one of the defendants, WorkEasy Software, LLC, and Plaintiff's claims for statutory damages under the Biometric Information Privacy Act, 740 ILCS 14/20, mean that more than \$5,000,000 is at issue.

3. On August 15, 2023, the Court certified the following Class and Subclass:

The Class: All individuals who used any cloud-based [WorkEasy] biometric device in Illinois on or after June 24, 2016.

The Subclass: All Class members who used a cloud-based [WorkEasy] biometric device in Illinois on or after April 30, 2022.

See ECF No. 167.

4. The Court preliminarily approved the Settlement on December 1, 2025. ECF No. 382.

5. Notice to the Class has been provided in accordance with the Court's Preliminary Approval Order, ECF No. 382, and the substance of and dissemination program for the notice—which included direct notice via U.S. Mail in English and Spanish, digital publication notice through social-media and programmatic-display advertising, and the creation and maintenance of the Settlement Website—provided the best notice practicable under the circumstances; was reasonably calculated to apprise the Class of the pendency of the Settlement and their rights to object to or exclude themselves from the Settlement Agreement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fulfilled the requirements of the Federal Rules of Civil Procedure, the due Process Clause of the United States District Court, and the rules of this Court.

6. The Court finds that the appropriate government officials were properly and timely notified of the Settlement Agreement more than ninety days prior to the final approval hearing, as required by 28 U.S.C. § 1715. The Court further finds that no such government official has objected to the Settlement or sought to intervene.

7. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues in this case and is supported by the Class Representative and Class Counsel. The Class Representative and Class Counsel adequately represented the Class throughout the litigation and settlement.

8. The Court has considered each of the factors set forth in Fed. R. Civ. P. 23(e)(2), as well as the settlement approval factors set forth by the Seventh Circuit. *See Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014). The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Class Members in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to Class Members is reasonable, considering the facts and circumstances of the claims and defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

9. No Class Member has objected to any of the terms of the Settlement Agreement, and no members of the Class have submitted requests for exclusion.

10. The Settlement Agreement is hereby finally approved in all respects. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Parties and Class Members are bound by the terms and conditions of the Settlement Agreement.

11. Upon the Effective Date, and in consideration of the settlement relief provided in the Settlement Agreement, 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 Release shall not act as a general release.

12. Accordingly, the Settlement shall 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.

13. The Parties may, without further approval from the Court, agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all material aspects with this Final Approval Order; and (ii) do not limit the rights of Settlement Class Members.

14. The Settlement Administrator is directed to, following the Effective Date of the Settlement, distribute the Settlement Payments to Class Members in accordance with Section 2.2 of the Settlement Agreement.

15. The Court thus **GRANTS** Plaintiff's motion for final approval of class action settlement, ECF No. 391.

16. The Court has also considered Plaintiff's motion for attorneys' fees, expenses, and incentive award, ECF No. 387, the supporting memorandum of law, ECF No. 388, and the declarations of Class Counsel, ECF Nos. 389, 390. The Court finds, based on its review of the relevant submissions, that (i) the payment of attorneys' fees in the amount of one-third of the net Settlement Fund, or \$494,406.33, and (ii) the reimbursement of out-of-pocket litigation expenses in the amount of \$221,080.69 are reasonable under Rule 23. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement and Plaintiff's memorandum, ECF No. 388.

17. The Court further finds that the requested service award to Plaintiff is fair and reasonable. As such, the Court approves a service award to Plaintiff in the amount of \$10,000, to

be paid from the Settlement Fund in the manner set forth in the Settlement Agreement and Plaintiff's memorandum, ECF No. 388.

18. The Court thus **GRANTS** Plaintiff's motion for attorneys' fees, litigation expenses, and service awards, ECF No. 387.

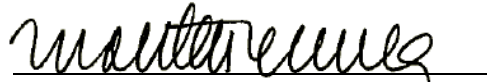
19. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters this Final Approval Order and Judgment and dismisses the claims against Defendant WorkEasy Software, LLC with prejudice. The Court directs entry of this Order and Final Judgment pursuant to Fed. R. Civ. P. 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment. The Clerk of the Court shall close the file in this matter.

20. Without affecting the finality of this Final Approval Order for purposes of appeal, this Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Approval Order, and for any other purpose.

IT IS SO ORDERED, this ___th day of April, 2026.

Dated: 4/28/2026

ENTERED:



Hon. Matthew F. Kennelly
UNITED STATES DISTRICT JUDGE