

**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 MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Thomas R. Kayes
LOEVY + LOEVY
311 N. Aberdeen St.
Chicago, IL 60607
T: 312.243.5900
kayes@loevy.com

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
773.694.4669
nick@nicklarry.law

Class Counsel

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1. INTRODUCTION

Over four-plus years of litigation, Plaintiff Maria Tapia-Rendon was able to get a class certified, obtain partial summary judgment, and largely defeat the summary-judgment motion filed by Defendant WorkEasy Software, LLC. But the Court found triable issues on elements of her claims under the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”), so a win at trial was no sure thing. And even if Plaintiff won on liability, WorkEasy could not afford a substantial judgment or settlement, and was unlikely to receive any insurance coverage for a damages award.

Nonetheless, Plaintiff was able to obtain a \$1.685 million class-wide settlement, which is in line, on a per-person basis, with recoveries against other biometric-technology vendors like WorkEasy. Given the strong result relative to the risks, the Court preliminarily approved the settlement on December 1, 2025. Since then, the notice plan has been effectuated as ordered. Despite the lack of a complete class list, the notice plan reached an estimated 80% of the class, in excess of the 70% considered the threshold for approval. None of the class members objected to the settlement or the requested fee, expense, and incentive award, and none sought exclusion. On the other hand, 3.12% of the class members have submitted validated claims, with more claims still under review by the administrator. The lack of any opposition to the settlement and the strong (given the circumstances) claims rate reflect what the Court saw firsthand at the settlement conference and in the follow-up sessions: the settlement offers the best result the class could reasonably hope for given the risks of non-recovery.

Accordingly, Plaintiff requests that the Court finally approve the settlement, and grant Plaintiff’s previously filed motion for attorneys’ fees, costs, and incentive award.

2. BACKGROUND

This case’s history is detailed in the parties’ summary-judgment filings, the Court’s

summary-judgment order, and Plaintiff's motion for preliminary approval. *See* ECF Nos. 301, 302, 314, 315, 388. In short, Plaintiff filed this BIPA class action against WorkEasy, one of its customers (United Tape & Finishing Co., Inc.), and the staffing agency that placed her at United Tape (Employer Solutions Staffing Group II, LLC) on June 24, 2021. ECF No. 1. Plaintiff settled with United Tape on a class-wide basis, and voluntarily dismissed her claims against Employer Solutions. ECF Nos. 42, 137. She then litigated her remaining class claims against WorkEasy.

The Court certified a class and subclass on August 15, 2023. ECF No. 167. WorkEasy didn't have the records necessary to assemble a class list, so—after WorkEasy's efforts at reconsideration and Rule 23(f) appeal of the certification order failed—Class Counsel subpoenaed WorkEasy's more than 250 Illinois customers for their employee records. ECF No. 285. With a partial class list in hand, Class Counsel engaged Eisner Advisory Group LLC ("EAG") to provide class notice through first-class mail and digital publication notice. ECF No. 289.

After merits discovery, the parties moved for summary judgment. ECF Nos. 300, 314. The Court granted each motion in part—holding that the data collected by WorkEasy's timeclocks was biometric information under BIPA, and that WorkEasy had not disclosed that information—but otherwise found triable issues all around. ECF No. 354. The Court then set a trial date and scheduled an in-person settlement conference with the parties and WorkEasy's insurers. ECF Nos. 357, 358. Participation from the insurers was key, as WorkEasy had limited money available for a settlement and two of its insurers had declined coverage and initiated coverage actions, while one was defending under a reservation of rights. ECF No. 378 at 2 n.2. With the Court's assistance, the parties and WorkEasy's insurers were able to reach a settlement in principle. ECF No. 367.

The parties then negotiated the full agreement, and the Court granted preliminary approval on December 1, 2025. ECF No. 382. EAG disseminated notice beginning on December 29, 2025.

Declaration of Brandon Schwartz, filed contemporaneously herewith, ¶ 9. Direct notice reached over 37% of the Class, and an estimated 80% of the class received either direct notice or publication notice. *Id.* ¶¶ 17, 24. Plaintiff moved for attorneys' fees, costs, and incentive award on February 11, 2026, ECF No. 387, and the supporting memorandum was posted to the settlement website that same day. Schwartz Decl. ¶ 14. The deadline for class members to object or opt out was February 25, 2026. ECF No. 382, ¶¶ 10, 13. None objected, and none opted out. Schwartz Decl. ¶¶ 21, 22; Larry Decl. ¶ 29. The claims deadline was March 31, 2026, and so far, 684 class members (3.12% of the class) have submitted valid claims, and 132 claims are still being processed. Schwartz Decl. ¶¶ 18, 19. Another 8,172 claims were submitted with employer information that either was incomplete or did not match WorkEasy's customer list. *Id.*, ¶ 19. The parties' counsel and EAG are assessing options for following up with those 8,172 people to obtain information that could allow for further assessment of the validity of their claims. *Id.*, ¶ 20.

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. *Id.*, § 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 (Plaintiff has requested \$221,080.69), attorneys' fees (\$494,406.33 requested), and any incentive award (\$10,000 requested) will be paid. *Id.*, ¶ 2.2.2.2; ECF No. 387. 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. Agreement, ¶ 2.2.2.1. The class contains 21,915 members and the subclass contains 19,248 members, and claiming class members would receive, based on current claim numbers (and assuming Plaintiff's fee petition is granted in full), \$824.43 each, with claiming subclass members receiving \$1,236.55 each. Schwartz Decl. ¶ 19. 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. *Id.*, ¶¶ 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. *Id.*, ¶ 2.2.10.

3.3. Prospective relief

Under the settlement, WorkEasy will maintain its current 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. ¶ 16.

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 WorkEasy, 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, ¶ 3.1. The settlement does not provide for a general release of the class members' claims. *Id.*

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 sought a service award of \$10,000, to be paid out over five years, as compensation for her effort in bringing the case and achieving the benefits of the settlement on behalf of the class. ECF No. 387. Class Counsel sought reimbursement of \$221,080.69 in expenses, and attorneys' fees of one third of the net fund (\$494,406.33 to be paid over five years). *Id.*

4. THE SETTLEMENT NOTICE SATISFIED DUE PROCESS

The federal rules require that notice be directed “in a reasonable manner to all class members who would be bound by” a proposed settlement. Fed. R. Civ. P. 23(e)(1)(B). The notice must be “the best ... practicable under the circumstances, including individual notice to all class members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). And even though the class members had a chance to opt out following certification, they were entitled to a new opportunity to opt out of or object to the settlement. Fed. R. Civ. P. 23(e)(1), (4), (5). Here,

the notice satisfied Rule 23 and provided due process.

To start, the EAG sent Class Action Fairness Act notice to the required state and federal officials. Schwartz Decl. ¶ 4. No official has objected to the settlement or sought to intervene in the case. *Id.*; Larry Decl. ¶ 30; Declaration of Thomas R. Kayes, filed contemporaneously herewith ¶ 7. Next, EAG updated the partial class list from the class-certification stage, and disseminated direct notice via U.S.P.S. first-class mail to the 8,629 class members on that partial list. Schwartz Decl. ¶¶ 7–9, 17. Of those 8,629 notices, 1,080 were returned as undeliverable. *Id.* ¶ 17. The class members whose notices were returned as undeliverable were then skip traced, and 729 of the notices were re-issued, of which 622 were successfully delivered. *Id.* ¶¶ 10, 17. Ultimately, notice was disseminated by mail to 8,171 class members, or 37.3% of the class. *Id.* ¶ 17. Alongside the direct notice, EAG disseminated the online publication notice, which received 36,281,872 impressions and 42,130 clicks over four weeks. *Id.* ¶ 11.

The publication notice and the hard-copy notice both directed class members to the settlement website, which featured important information about the settlement, contact information for the administrator and Class Counsel, and online and print claim forms. Schwartz Decl. ¶¶ 8, 14, Ex. D. To date, the settlement website had 197,191 unique visitors. *Id.* ¶ 14.

EAG also established a toll-free line for class members to call about the settlement, and a P.O. box for receipt of hard-copy mail relating to the settlement. *Id.* ¶ 12, 13, 15. Taken together, the direct and online notices reached an 80% of the class. Schwartz Decl. ¶ 24. That amount exceeds the 70% threshold typically considered sufficient for due process,¹ and is more than

¹ See *In re TikTok Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 927–928 (N.D. Ill. 2022) (“According to the Federal Judicial Center, notice to at least seventy percent of the class generally meets [the due process] standard.”) (citing *See Federal Judicial Center, Judges’ Class Action Notice & Claims Process Checklist & Plain Language Guide*, 3 (2010), available at <https://fjc.gov/sites/default/files/2012/NotCheck.pdf>).

sufficient here given the lengthy class period, the transient nature of the class, the lack of a complete class list, and the substantial difficulties in assembling even the partial class list. *See Birchmeier v. Caribbean Cruise Line, Inc.*, 302 F.R.D. 240, 255 (N.D. Ill. 2014) (Kennelly, J.) (noting that “the rule requires ‘only the best notice that is practicable,’” and “that ‘[w]hen reasonable effort would not suffice to identify the class members, notice by publication, imperfect though it is, may be substituted.’”) (quoting *Hughes v. Kore of Ind. Center, Inc.*, 731 F.3d 672, 676–77 (7th Cir. 2013) (internal question marks omitted).

Ultimately, EAG implemented the Court-approved notice plan, and the plan constituted “the best notice that is practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B).

5. THE SETTLEMENT WARRANTS FINAL APPROVAL

When weighing final approval, 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 is adequate. Fed. R. Civ. P. 23(e)(2).

“[E]ach circuit has developed its own vocabulary for expressing Rule 23(e)’s concerns.” Fed. R. Civ. P. 23(e), Advisory Committee’s Note to 2018 Amendment. In the Seventh Circuit, courts look to: “(1) the strength of the case for the plaintiffs on the merits, balanced against the extent of the settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of the class members to the settlement; (5) the opinion of competent counsel; and (6) [the] stage of the proceedings and the amount of discovery completed.” *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). Here, the settlement satisfies those factors and warrants final approval.

5.1. Plaintiff and 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; *see also Gautreaux*, 690 F.2d at 631 (considering the "stage of the proceedings and amount of discovery completed.")

Here, Plaintiff has been involved throughout this case, 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. ¶ 31. There would be no settlement without Plaintiff's representation. *Id.*

Class Counsel's performance also demonstrates their adequacy. First, with discovery long since concluded and trial looming at the time of settlement, Class Counsel had more than enough information to "evaluate the merits of this 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). 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. ¶ 32.

As a result of that work, Plaintiff and Class Counsel were able to maximize 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 per class member, which is in line with recoveries in BIPA cases against other 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 Class Counsel’s hard work pursuing representing their interests. This factor is satisfied.

5.2. The settlement was the result of arm’s-length negotiations.

The second Rule 23(e)(2) factor asks 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 “engaged in discovery” prior to discussing settlement. *Wright v. Nationstar Mortg. LLC*, No. 14-cv-10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016). Those negotiations took years, including an unsuccessful settlement conference with Magistrate Judge Jantz in December 2022. Larry Decl. ¶¶ 17–19; ECF Nos. 93, 101. The parties only reached an agreement after an in-person settlement conference with the Court. *See* ECF Nos. 365, 367.

The settlement process was therefore 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.).

5.3. The settlement treats class and subclass members equitably.

Rule 23 also requires a settlement to “treat[] class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). This settlement does. To start, the allocation formula between class members and subclass members is equitable: class members have two live bases for BIPA liability (Sections 15(a) and (b)), while subclass members have an additional basis for recovery (Section 15(e)). Accordingly, subclass members’ recoveries surpass class-member recoveries by a ratio of three to two. Agreement ¶ 2.2.2.1.² 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 based on the allocation formula. *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 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*

² The Seventh Circuit’s recent opinion retroactively applying the amendments to BIPA Section 20 does not change the analysis. *See Clay v. Union Pac. R.R. Co.*, No. 25-2185, 2026 WL 891902 (7th Cir. Apr. 1, 2026). While the amendment provides that a litigant may only recover once for violations of Section 15(b) and once for Section 15(d), it does not bar separate recoveries for violations of Sections 15(a), (b), and (e). *See* 740 ILCS 14/20(b), (c).

Int'l, LLC, No. 21-cv-750, 2024 WL 3373780, at *6 (S.D. Ill. July 11, 2024) (collecting cases). Moreover, Plaintiff has requested to receive any service award in payments made over five years, just like the class-member payments. *See* ECF No. 388 at 6.

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

5.4. The relief secured by the settlement warrants approval.

The final Rule 23(e)(2) factor assesses the settlement relief 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.

5.4.1. The costs, risks, and delay of trial and appeal, relative to the strength of the class's case, warrant approval.

To start, the cost, risk, and delay of further litigation favor approval. At summary judgment, the Court held that a jury could find that WorkEasy neither collected nor captured the class's biometric information. ECF No. 357. Such a finding would defeat all of the class'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. ¶ 22. In short, success at trial was far from certain. And with the Seventh Circuit holding that "damages appear to be discretionary under BIPA," *Clay*, 2026 WL 891902 at *5, damages were in doubt even if Plaintiff prevailed on liability.

Worse still, even if the class obtained a damages award exceeding the settlement amount, award would have been effectively un-collectable. Throughout the settlement negotiations, WorkEasy has consistently provided detailed financials—which Class Counsel has reviewed with

consulting experts—confirming its inability to fund a larger settlement or verdict. Larry Decl. ¶ 26. That would not have been a problem if WorkEasy had enough insurance coverage, but two of WorkEasy’s insurers denied coverage and initiated declaratory actions, while the third defended under a reservation of rights. Settlement, Recitals ¶¶ B, C, N. To obtain coverage, Plaintiff 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)). With the Seventh Circuit refusing to certify, *see Citizens*, 135 F.3d at 1091, and the Illinois Supreme Court having 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 minimal.

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.

5.4.2. 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, 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 Treasury’s unclaimed property division. Agreement, ¶ 2.2.7–10.

5.4.3. The proposed fee award supports approval.

Third, “the terms of any proposed award of attorneys’ fees, including timing of payment”

favor approval. Fed. R. Civ. P. 23(e)(2)(C)(iii). Class Counsel sought fees of one third of the net settlement fund, to be paid over five years like the class members' payments. ECF No. 388 at 6. That request is within the typical range in BIPA settlements. *See id.* at 12 (collecting cases). No class member objected to Class Counsel's fee request, or the request for costs, or Plaintiff's incentive award. *See* Larry Decl. ¶ 29; Schwartz Decl. ¶ 22. Nor did WorkEasy oppose the fee request, despite its right to do so under the settlement. *See* Agreement ¶ 8.1.

Thus, the proposed fee award supports final approval. *See* ECF No. 388.

5.4.4. 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. ¶ 28.

5.5. The Seventh Circuit's remaining factors favor final approval.

In addition to the Rule 23(e) factors, courts in the Seventh Circuit assess the class members' reaction and the opinion of competent counsel, and look for several red flags. *Gautreaux*, 690 F.2d at 631. Here, both factors support final approval, and no red flags are present.

5.5.1. The class's reaction favors approval.

Lack of opposition to a settlement "indicates that the class members consider the settlement to be in their best interest." *Am. Int'l Group, Inc. v. ACE INA Holdings, Inc.*, No. 07-cv-2898, 2012 WL 651727, at *6 (N.D. Ill. Feb. 28, 2012). Here, EAG effectuated the notice plan, and no class member objected or opted out. That lack of opposition "is evidence that the settlement is fair, reasonable, and adequate." *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, No. 97-cv-7964, 2001 WL 1568856, at *3 (N.D. Ill. Dec. 10, 2001).

"The lack of opposition to the settlement, coupled with the positive reaction by class

members, including the number of [members] who have filed claims ... further supports a finding that the settlement is fair and reasonable.” *Daluge v. Cont’l Cas. Co.*, No. 15-cv-297, 2018 WL 6040091, at *3 (W.D. Wis. Oct. 25, 2018). Despite the lack of a complete class list and the difficulties in obtaining class-member contact information and providing direct notice, 3.12% of the class members have submitted validated claims to date. Schwartz Decl. ¶ 19. That rate is within the norm in privacy cases. *See Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill. 2015) (Kennelly, J.) (approving settlement with claims rate of approximately 2.5%); *Pollard v. Remington Arms Co., LLC*, 896 F.3d 900, 905 (8th Cir. 2018) (affirming approval of settlement with 0.29% claims rate); *In re Forefront Data Breach Litig.*, No. 21-cv-887, 2023 WL 6215366, at *4 (E.D. Wis. Mar. 22, 2023) (A “claims rate of 1.46% is generally in line with the rate experienced in ... data breach class actions.”).

The claims rate, coupled with the complete lack of opposition to the settlement, suggests that the class supports final approval.

5.5.2. Counsel’s opinion favors approval.

Next, Class Counsel’s “belie[f] that the Settlement is beneficial to the Class” supports final approval, given their “extensive experience in consumer class actions and complex litigation.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). Class Counsel regularly litigate complex class actions, including similar class actions involving BIPA and other privacy statutes, in state and federal courts across the country. Larry Decl. ¶¶ 3–14; Kayes Decl. ¶¶ 3–6. Based on that experience, Class Counsel are confident that final approval is in the class members’ best interest. Larry Decl. ¶ 35; Kayes Decl. ¶ 8. Accordingly, this factor also favors final approval.

5.5.3. The settlement raises no red flags.

Finally, the settlement raises none of the Seventh Circuit’s red flags for class settlements,

i.e.: (1) a class consisting of multiple adverse subgroups; (2) a close relationship between class counsel and the class representative; (3) failure to establish the amount of class member recovery; (4) reversion of unawarded attorneys' fees to the defendant; (5) an advance of attorneys' fees prior to notice; (6) denial of incentive awards to class representatives who object to the settlement; (7) relief of only coupons to some class members; and (8) an overly complicated claims procedure. *Eubank v. Pella Corp.*, 753 F.3d 718, 721–28 (7th Cir. 2014).

The Court has already held that the class and subclass have no adversity, ECF No. 167, and Ms. Tapia-Rendon has no familial or close personal relationship with Class Counsel. Larry Decl. ¶ 33; Kayes Decl. ¶ 9. The settlement provides a plain amount of gross recovery, and also details the method by which each class member's recovery will be determined. *See* Agreement § 2.2.2. There is no reversion to WorkEasy or its insurers, *id.* ¶ 2.2.11, nor was there any advance of attorneys' fees to Class Counsel. *Id.* § 8. There is no provision denying incentive awards to a named plaintiff who does not support the settlement, nor any disparate form of relief among the class members. Finally, the claims process is straightforward and necessary, given the lack of a comprehensive class list.

Because the settlement offers substantial benefits without any of the Seventh Circuit's red flags, it warrants final approval.

6. CONCLUSION

Accordingly, Plaintiff respectfully requests that this Court: (1) finally approve the proposed Settlement Agreement; (2) dismiss all claims with prejudice; (3) enter a final judgment disposing of the case; and (4) grant such other relief as the Court deems reasonable and just.

Dated: April 14, 2026

Respectfully submitted,

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

s/ J. Dominick Larry

One of Plaintiff's Attorneys

Thomas R. Kayes
LOEVY + LOEVY
311 N. Aberdeen St.
Chicago, IL 60607
T: 312.243.5900
kayes@loevy.com

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
773.694.4669
nick@nicklarry.law

Class Counsel