

**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

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT AND APPROVING NOTICE PLAN**

This matter coming before the Court on Plaintiff's Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement, ECF No. 378, 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. 380-1.
2. Plaintiff has moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. The Court having read and considered the Settlement Agreement and having heard the parties being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in this Order, and approves of the Notice plan.

THE CLASS DEFINITIONS

3. On August 15, 2023, the Court certified the following Class and Subclass (*see* ECF No. 167):

The Class: All individuals who used any cloud-based EWF biometric device¹ in Illinois on or after June 24, 2016.

The Subclass: All Class members who used a cloud-based EWF biometric device in Illinois on or before April 30, 2022.

4. The parties have not requested modification of the certified Class and Subclass for purposes of settlement. Accordingly, the Class includes those individuals who fell within the Class definition on August 15, 2023 and who have not previously excluded themselves.

5. J. Dominick Larry of Nick Larry Law LLC and Thomas R. Kayes of Loevy + Loevy remain Class Counsel.

PRELIMINARY APPROVAL OF THE SETTLEMENT

6. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, is likely to be approved under Fed. R. Civ. P. 23(e)(2), and is in the best interests of the Class and Subclass set forth above. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class-action attorneys, including a settlement conference presided over by the Court; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Class;

¹ "Cloud-based EWF biometric device" means the EC10, EC20, EC200, EC500, EC700, Xenio10, Xenio20, Xenio200, Xenio500, Xenio700, TL200, TL250, and TL500 devices sold by WorkEasy under its WorkEasy, EasyWorkforce, EasyClocking, or TimeLogix names.

(c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by any party.

NOTICE AND ADMINISTRATION

7. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits A through C thereto, and finds that such Notice is the best practicable under the circumstances, and that the Notice complies fully with the requirements of Rule 23. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Class. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

8. The Court approves the request for the appointment of Eisner Advisory Group, LLC as Settlement Administrator under the Settlement Agreement.

9. Pursuant to Section 4 of the Settlement Agreement, the Settlement Administrator is directed to commence notice in accordance with the Notice Plan called for by the Settlement Agreement.

EXCLUSION

10. Members of the Class who wish to exclude themselves from the Class may do so if, on or before the Objection/Exclusion Deadline of February 25, 2026, they comply with the

exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

11. 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 et al.*, 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 Settlement 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 proposed Class in *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC et al.*, No. 21-cv-3400,” or, for Spanish speakers, “Solicito que me excluyan del Acuerdo propuesto de la Colectiva *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC, et al.*, Caso N.º 21-cv-3400.” 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 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.

OBJECTIONS

12. Any Class Members who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel, or to the requested incentive award to the Class Representative as set forth in the Notice and Settlement Agreement. No later than February 11, 2026, papers supporting the Fee Award shall be filed with the Court and made available on the Settlement Website to Class Members. Class Members may object on their own or may do so through separate counsel at their own expense.

13. To object, Class Members must sign and file a written objection on or before the Objection/Exclusion Deadline of February 25, 2026. To be valid, the Class Member 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 believe himself, herself, or themselves to be a member of the Class; (c) whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, (d) the specific grounds for the objection; (e) all documents or writings that the Class Member desires the Court to consider; (f) 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 (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance with the Court in accordance with the Local Rules

for the United States District Court for the Northern District of Illinois, or seek *pro hac vice* admission).

14. To be valid, objections must be filed with the Court on or before the Objection/Exclusion Deadline. In addition, any objections made by a Class Member who is represented by counsel must be filed through the Court's CM/ECF filing system.

15. Class Members who fail to file and timely serve written objections in compliance with the requirements above and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

FINAL APPROVAL HEARING

16. The Final Approval Hearing shall be held before this Court on April 28, 2026 at 9:00 a.m. to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of an incentive award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Class.

17. Class Counsel shall file papers in support of their requested Fee Award and the Class Representative's incentive award (collectively, the "Fee Petition") with the Court on or before February 11, 2026. Papers supporting the Fee Award shall be filed with the Court and posted to the Settlement Website. Defendant may, but is not required to, file a response to Class

Counsel's Fee Petition with the Court on or before March 31, 2026. Class Counsel may file a reply in support of their Fee Petition with the Court on or before April 14, 2026.

18. Plaintiff shall file her papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before April 14, 2026. Plaintiff's motion for final approval shall include copies of all opt-outs and objections, and all communications to or from class members relating to the same.

FURTHER MATTERS

19. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement.

IT IS SO ORDERED, this 1st day of December, 2025.

Dated: 12/1/2025

ENTERED:


Hon. Matthew F. Kennelly
UNITED STATES DISTRICT JUDGE