

**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.<sup>1</sup>

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.

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<sup>1</sup> 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.<sup>2</sup>

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").

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<sup>2</sup> 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 Number'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 ELSEER 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**



Dated: 11/21/2025

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: 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: \_\_\_\_\_

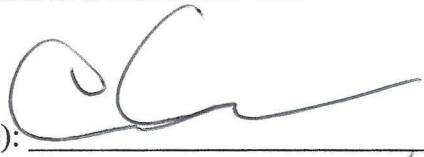
By (signature): \_\_\_\_\_

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.685M WorkEasy Settlement Resolves Litigation Over Alleged Biometric Info. Collection, Storage](#)

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