

JAZLYN RODRIGUEZ, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

Case No.:23-CA-000401

TZ INSURANCE SOLUTIONS, LLC
d/b/a TRANZACT and WILLIS TOWERS
WATSON U.S, LLC

Defendant.

CLASS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”)

TZ Insurance Solutions LLC (“TZ”) and Willis Towers Watson US LLC (“Willis”) (collectively “Defendants”) and any other parents, subsidiaries, and affiliates¹ (collectively, with Defendants, “Released Parties”) and Plaintiff, Jazlyn Rodriguez (“Plaintiff”), her heirs, executors, administrators, successors, and assigns (collectively, Plaintiff and Released Parties are referred to as “the Parties”) enter into this Agreement, which is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

1. **Recitals.** This Agreement is made with reference to the following facts:

- a. On January 4, 2022, Plaintiff brought an action in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County Florida, Case No.:22-CA-000622 against Defendants concerning the Defendants’ application and background screening process. On February 25, 2022, the Defendants removed the action to federal court, in the US District Court Middle District of Florida, Tampa Division, Case No. 8:22-cv-000459-KKM-SPF (“Federal Court Action”). In the Federal Court Action, Plaintiff alleged that Defendants willfully failed to comply with pre-adverse action requirements set forth in 15 U.S.C. § 1681b(b)(3)(A) prior to using a consumer report as the basis of an adverse employment action in violation of the Fair Credit Reporting Act (“FCRA”). Plaintiff pled her claims on a class basis. On May 16, 2022, the Parties filed a Joint Stipulation for Dismissal Without Prejudice, dismissing the Federal Court Action. On January 17, 2023, Plaintiff brought an action in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Case No.: 23-CA-000401

¹ Including Willis N.A. LLC, MG LLC, Extend Health, LLC, Quantum 3 Media LLC and Acclaris, Inc.

against Defendants concerning Defendants' alleged failure to comply with 15 U.S.C. § 1681b(b)(3)(A).

- b. Defendants deny each and every allegation against them and neither the making of this Agreement nor anything contained herein shall, in any way, be construed or considered to be an admission by Defendants of guilt, or of noncompliance with, or violation of, any federal, state, or local statute or law, public policy, tort law, contract law, common law, or of any other wrongdoing, unlawful conduct, liability or breach of any duty whatsoever, including but not limited to the FCRA.
- c. There has been no determination on the merits of the Action, including but not limited to whether this Action should properly proceed on a class basis, but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Section 12 below) as of the date of execution of this Agreement.

2.Definitions. The defined terms set forth in this Agreement have the meanings ascribed to them below:

- a. Class Members or Settlement Class- All consumers in the United States who (1) were subject to a consumer report provided to named Released Parties in connection with an application for employment in a call center operated by Willis Towers Watson US LLC, one of its lines of business, subsidiaries, or affiliates, (2) for whom employment was denied based in whole or in part on the information contained in those consumer report(s), and (3) to whom the Released Parties did not provide the consumer with a copy of the consumer report and written summary of FCRA rights at least five business days before taking such adverse action, (4) for the two years preceding the date of the filing of the action.
- b. Rule 1.220 Class- All Class Members who do not timely exclude themselves from, or object to, this settlement.
- c. Plaintiff's Counsel- Marc Edelman, Morgan & Morgan, P.A.

3.Consideration. In consideration for signing this Agreement, and complying with its terms, including, but not limited to Plaintiff and Plaintiff's Counsel providing W-9 forms to Defendants, within 20 days of Final Approval, Defendants agree to pay a maximum of Two Hundred Ninety-Six Thousand and Four-Hundred Dollars and Zero Cents (\$296,400.00) into a Settlement Fund ("Settlement Fund") as follows:

- a. Attorneys' Fees: counsel for Plaintiff have agreed to seek approval of an amount for their attorneys' fees and costs not to exceed Eighty-

Eight Thousand Nine-Hundred and Twenty Dollars (\$88,920.00); and Defendants agree to pay the amount approved by the Court by a check payable to the order of Morgan & Morgan, P.A.;²

- b. costs associated with notice and administration of the settlement as further provided for in Section 4 below; and
- c. Plaintiff's general release compensation, compensation for non-disparagement and to forego future employment, in the amount of Four Thousand (\$4,000.00);
- d. A sum sufficient to pay Class Members submitting valid claims a fixed sum of Four Hundred Dollars (\$400.00), reduced only if there are insufficient funds in the Common Fund to pay all Class Member claims after the above expenses are deducted from the Common Fund, in which case Class Member claims shall be reduced proportionately.³

The sums detailed above are in full and final settlement and resolution of any and all claims that Plaintiff and Class Members had, have, or may have against Released Parties arising out of or in any way connected with their application for employment or background screening with TZ and Willis as of the date of the execution of this Agreement. Each Party shall bear their own fees and costs, except as provided for herein.

4. Administration of Settlement. The Parties have jointly agreed upon American Legal Claims Services to administer the settlement ("Settlement Administrator"). Any costs associated with the Settlement Administrator shall come from the Settlement Fund. Plaintiff's Counsel shall be entitled to all information provided by Defendants to the Settlement Administrator. All notice and administrative costs shall be paid by Defendants up to a capped amount of Twenty-Five-Thousand Dollars (\$25,000.00).

- a. Defendants shall provide administrator the last known contact information, which is expected to include e-mail and street address, as indicated in Defendants' records.
- b. Written notice shall be distributed by post card and email.

² Class counsel agrees to seek fees and costs not greater than 30% of the Settlement Fund. The Settlement Fund will be increased by \$400.00 for each class member above 775.

³ Defendants shall only be required to deposit into the Settlement Fund an amount sufficient to cover its payment obligations when required.

c. Settlement website with claims filing portal shall be established. Every class member must be required to affirm under the penalty of perjury (by electronic means such as a checkbox) that the class member applied for employment and the Released Parties did not provide the consumer with a copy of the consumer report and written summary of FCRA rights at least five business days before taking adverse action on their application.

5. **Allocation of Settlement Fund.** Within fourteen (14) business days after the settlement is preliminarily approved by the Hillsborough State Court, the Settlement Administrator shall issue the notice. A copy of the proposed notice the Parties will submit to the Court is attached as **Exhibit 1.**

Class Members who do not timely submit claims, opt out or exclude themselves from this Agreement, as specified below, will not be entitled to any monies from the Settlement Fund. All Class Members who timely submit claims will be entitled to the amount indicated in Section 3(d) above.

All Settlement Funds not claimed by Class Members shall remain the property of TZ and Willis. The cashing of any check within 90 days or fewer after the date on the check, as more fully explained below, shall constitute a valid claim for purposes of this paragraph.

6. **Duties of the Parties.** Within ten (10) business days after execution of this Agreement, the Parties shall apply to the Hillsborough State Court for entry of an Order:

- a. Certifying the Rule 1.220 class solely for the purposes of the notice and claims process;
- b. Certifying Plaintiff as Class Representative under Rule 1.220 for purposes of settlement only;
- c. Appointing Plaintiff's Counsel as counsel for the Rule 1.220 class;
- d. Approving the form and content of the proposed notice attached as Exhibit 1; and
- e. Directing the mailing of the notice by the Settlement Administrator, by mail, to the Class Members.

7. **Duties of the Parties Following Order.** A notice, substantially in the form attached as Exhibit 1, and approved by the Court, including any modifications made at the direction of the Court (“Notice”) shall be sent by the Settlement Administrator to the Class Members by first-class mail to their last known addresses within fourteen (14) business days after entry of the order approving the Settlement. Any Notice returned as undeliverable shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall perform a standard electronic search, including, but not limited to, reviewing the National Change of Address Registry to attempt to determine the most current mailing address and shall resend the Notice to that address. The Settlement Administrator is only required to attempt to locate a current mailing address and resend the Notice once for each Class Member. The Parties agree that the deadlines contained herein shall not be extended for Class Members whose Notices were returned as undeliverable and re-mailed pursuant to this paragraph. No Class Member shall be subject to any coercion or retaliation of any kind based on their decision to participate or not to participate in or claim funds provided by this Agreement.

Class Members will have 60 days from the date of first mailing of the Notice (“Notice and Response Period”) to exclude themselves or object to the settlement. Anyone who wishes to be excluded from this settlement must request to be excluded in writing prior to conclusion of the Notice and Response Period. If they affirmatively request to be excluded in a timely manner, their claims will be dismissed without prejudice, and their allocation from the Settlement Fund shall be deemed unclaimed (“Unclaimed Funds”) and remain the property of TZ and Willis.⁴

Any Class Member who receives the Notice, other than Plaintiff, may object to this settlement, provided that such objections are made in writing and served on Plaintiff’s Counsel and the Settlement Administrator, who shall provide a copy to Defendants’ counsel within two (2) business days after receipt. In order for his or her objection to be considered, the Class Member must serve a timely objection, stating his or her name and address, the title of this Action, a description of his or her objections, the reasons for the objections, and his or her signature. Any individual who fails to comply with this requirement will be deemed to have waived any right to object and any objection to this settlement.

None of the Parties, their counsel, or any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to this settlement, to request exclusion, or to appeal from any order of the Court that is consistent with the terms of this settlement. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions and/or challenges to the Settlement or any part thereof.

Class Members who fail to timely exclude themselves and fail to object to this settlement shall be bound by the Rule 1.220 class release and the dismissal with prejudice.

⁴ If more than ten percent (10%) of the Settlement Class excludes themselves from the Settlement, Defendants shall have the right to withdraw from the Settlement, and the Settlement shall be *void ab initio*, with the Parties retaining all claims and defenses as existed prior to this Agreement.

8. **Joint Motion for Final Approval.** Within fifteen (15) days after the Notice and Response Period has expired, the Parties will jointly move for Final Approval of the Settlement. In connection with that motion, the Parties shall file a declaration outlining the completion of the notice distribution plan outlined above. The Parties shall also file with the motion the names of: (1) Class Members who requested to be excluded from the settlement; and (2) Class Members who submitted objections. The Parties shall also advise the Court of the number of Class Members who did not seek to be excluded or object to the settlement and hence are part of the Rule 1.220 class and bound by the release. To the extent the Court requires the Parties to provide the Court with a list of the Class Members' names who are part of the Rule 1.220 class, the Parties shall do so in camera. The Parties shall also file with the motion copies of any requests for exclusion and copies of any objections.

Through the motion, the Parties will apply to the Court for an Order that accomplishes the following:

- a. Excludes those Class Members who properly and timely requested exclusion as provided in Rule 1.220; and
- b. Dismisses this Action with prejudice and permanently bars all Rule 1.220 Class Members who did not properly exclude themselves from this settlement from prosecuting any claims released by the terms of this Agreement.

9. **Settlement Payments.** Within twenty (20) business days after the later of the expiration of the permitted time period for any appeal from the Court's Order dismissing this Action with prejudice or the final resolution of any appeal provided that resolution affirms approval of the settlement, Defendants shall remit payment to the Settlement Administrator of all settlement payments and attorneys' fees and costs as outlined in Section 3, as well as any expenses associated with notice and administration. Within fifteen (20) business days after the Court enters an Order dismissing this Action with prejudice, the Settlement Administrator will distribute all settlement payments and attorneys' fees and costs as outlined in Section 3. Checks shall include a written release confirming the release provided herein by Class Members, which shall state "I agree to all terms of the settlement agreement in *Rodriguez v TZ Insurance Solutions LLC d/b/a TRANZACT and Willis Towers Watson US LLC*, and release all claims alleged therein."

Class Members shall have 90 days after the date on the check to cash their settlement checks. If any Class Members do not cash their checks within 90 days after the date on the check and their check is not returned, their checks will be voided and a stop-payment will be placed. Any funds from checks that are not cashed will remain the property of Defendants as provided herein. In such event, those Class Members will be deemed to have waived irrevocably any right in or claim to a share of the Settlement Fund, but this Agreement and release contained herein will nevertheless be binding upon them.

10. Tax Responsibility. Plaintiff and Class Members agree the settlement payments are not wages and therefore W-2s shall not be issued. Class Members agree that they will be exclusively responsible for the payment of any taxes owed on any amounts paid to them under the terms of this Agreement. Defendants makes no representations as to the taxability of the amounts paid to Plaintiff, Class Members, or their counsel. Plaintiff and Class Members agree to pay their portion of federal, state or local taxes, if any, which are required to be paid with respect to this Agreement. Moreover, Plaintiff and Class Members agree to indemnify Defendants and hold it harmless from any interest, taxes, or penalties assessed against it by any governmental agency as the result of the non-payment of taxes on any amounts paid to them or their counsel under this Agreement.

11. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that Plaintiff and Class Members would not receive the monies and/or benefits specified in Section 3 above, except for her execution of this Agreement and the fulfillment of the promises contained herein.

12. Release by Class Members. Upon dismissal of the Action with prejudice, the Rule 1.220 Class Members who did not timely exclude themselves will release and fully discharge (i) TZ Insurance Solutions LLC; Willis N.A. LLC, Willis Towers Watson US LLC; MG LLC; Quantum 3 Media LLC; Extend Health, LLC and Acclaris, Inc., and their respective parents, subsidiaries, and affiliates (collectively “Released Parties”) from all claims for relief, whether known or unknown, suspected or unsuspected, against Released Parties that arise out of, concern or relate to the Fair Credit Reporting Act and equivalent state laws or claims regarding their applications for employment, including the alleged failure to provide the consumer on a timely basis a copy of the consumer report and written summary of FCRA rights, between January 24, 2020 and the date of a final Court order approving the Settlement and dismissing the case with prejudice. The Rule 1.220 Class Members acknowledge, agree and understand that they are estopped from bringing any subsequent action or suit against Released Parties on any and all such claims or later contending they are entitled to any such damages.

13. General Release by Plaintiff. Plaintiff knowingly and voluntarily releases and forever discharges, Released Parties, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Released Parties as of the date of execution of this Agreement.

14. Acknowledgments and Affirmations.

Plaintiff affirms that she has not filed, caused to be filed, and presently is not a party to any claim against Released Parties, except the Action which will be dismissed pursuant to the terms of this Agreement, and the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida Plaintiff acknowledges this Settlement Agreement is intended to encompass all FCRA related claims against Released Parties arising out of Plaintiff’s application for employment and subsequent termination of employment. All other claims Plaintiff may have had against Released Parties are included in the General Release, through which Plaintiff is waiving and releasing all other claims against Released Parties.

Plaintiff shall not defame, disparage, or impugn Released Parties or any of their employees or agents at any time to any person or entity.

15. Waiver of Future Employment. Plaintiff expressly waives a claim of right to employment, and/or re-entry with Released Parties, and Plaintiff agrees that she will not in the future seek employment or independent contractor status with Released Parties. The Parties agree that the Parties have irreconcilable differences.

16. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as may be reasonably necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to ensure final dismissal of the Action with prejudice.

17. Jurisdiction. This Agreement shall be governed and conformed in accordance with the laws of the State of Florida without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action with this Court specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

18. Nonadmission of Wrongdoing. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Parties also agree that nothing about this Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in this Action or any other action for adversarial, rather than settlement, purposes. While Defendants have agreed that class certification is appropriate for settlement purposes, this stipulation is solely for purposes of settlement and Defendants maintain that class certification would be inappropriate if the Parties were to continue litigating this Action.

19. Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email. All executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

20. Amendment. This Agreement may not be modified, altered or changed except in writing and signed by the Parties wherein specific reference is made to this Agreement.

21. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE, THE PARTIES HAVE BEEN REPRESENTED BY COUNSEL THROUGHOUT THE NEGOTIATION OF THIS AGREEMENT, AND HAVE CONSULTED WITH THEIR ATTORNEYS BEFORE SIGNING THIS AGREEMENT. THE PARTIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT ARE CONTAINED IN THIS AGREEMENT.

HAVING ELECTED TO EXECUTE THIS CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SETTLEMENT SUMS AND BENEFITS SET FORTH IN SECTION 3 ABOVE, PLAINTIFF FREELY AND KNOWINGLY AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST RELEASED PARTIES. THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY AND KNOWINGLY.

Dated:

Jazlyn Rodriguez

Sign: _____

Print: _____

Dated:

TZ Insurance Solutions LLC

Sign: _____

Print: _____

Title: _____

Dated:

Willis Towers Watson US LLC

Sign: _____

Print: _____

Title: _____