

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

SHMUEL COHEN, YEHUDA FISCHER,
and ELIEZER ROSENBERGER, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

ALLEGIANCE ADMINISTRATORS, LLC
(now known as RENASCENT PROTECTION
SOLUTIONS, LLC) and AUTOGUARD
ADVANTAGE CORPORATION,

Defendants.

Civil Action No.: 2:20-cv-03411-JLG-KAJ

**PRELIMINARY
APPROVAL ORDER**

WHEREAS, Class Representatives Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger ("Class Representatives") and Defendants Allegiance Administrators, LLC (now known as Renascent Protection Solutions, LLC) ("Allegiance") and Autoguard Advantage Corporation ("Autoguard") (together the "Parties"), have reached a proposed settlement of this Litigation, which is set forth in the Settlement Agreement filed with the Court on April 3, 2026, 2026; and

WHEREAS, Class Representatives have applied to the Court for preliminary approval of the proposed settlement, the terms and conditions of which are set forth in the Settlement Agreement, and for preliminary certification of a Settlement Class; and

WHEREAS, Defendants join in the request for preliminary approval of the settlement and preliminary certification of a Settlement Class; and

WHEREAS, the Court has fully considered the record of these proceedings, including the Court's prior rulings on dispositive motions filed by the parties, the Settlement Agreement

and all exhibits thereto, the representations, arguments and recommendation of counsel for the Parties and the requirements of law; and

WHEREAS, it appears to the Court upon preliminary examination that adequate investigation and research has been conducted such that the counsel for the Parties at this time are able to reasonably evaluate their respective positions.

WHEREAS, it appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of this Litigation.

WHEREAS, it appears to the Court upon the preliminary examination that the proposed settlement is fair, reasonable and adequate, and that a hearing should be held after notice to the Class of the proposed settlement to finally determine whether the proposed Settlement is fair, reasonable and adequate and whether a Final Approval Order and Judgment should be entered in this Litigation.

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. Preliminary approval of the proposed settlement is granted and the Parties are ordered to direct notice of the proposed settlement to the Class, in the manner set forth below.
3. Pursuant to the standards for settlement approval set forth in Rule 23(e), the Court finds that it likely will be able to approve the settlement under Rule 23(e)(2)-(5) because it appears the Class Representatives and Class Counsel have adequately represented the Class and negotiated the settlement at arm's length; it appears the settlement provides adequate relief for the Class, taking into account the costs, risks, and delay of trial and appeal; the proposed method

of distributing relief to the Class is effective; it appears the terms related to the award of attorneys' fees are reasonable; it appears Class Counsel have identified all required agreements related to the settlement; it appears the settlement treats all Class Members equitably relative to each other; and the settlement provides Class Members with an opportunity to object. Fed. R. Civ. P. 23(e)(2)-(3), (5).

4. The Settlement Agreement was entered into by experienced counsel after substantial adversarial proceedings, including significant discovery and motions, and only after extensive arm's-length negotiations, including mediation sessions conducted by James Ryan, an experienced mediator, on or about April 4, 2025 and July 17, 2025, that were free of any collusion.

5. Subject to the Settlement Agreement, and consistent with the Court's Opinion and Order dated October 14, 2024 (ECF No. 160), the Court finds that it will likely be able to certify the Class for purposes of judgment on the settlement proposal because it appears the prerequisites for class certification under Rule 23 of the Federal Rules of Civil Procedure have been preliminarily satisfied, and conditionally certifies the following class (the "Settlement Class"):

Each person who entered into an Excess Wear & Tear Protection Waiver ("Waiver Agreement") with Defendants to provide coverage for a leased vehicle and who (a) submitted at least one eligible claim for coverage under the Waiver Agreement and (b) was denied coverage for a stated reason set forth in Defendants' claims report (or other substantively similar document) that is not a grounds for non-coverage under the terms and conditions set forth in the Waiver Agreement.

Excluded from the Class is anyone who is either an immediate family member to or employed by counsel for Plaintiffs in this action or any Judge to whom this case is assigned.

6. The persons potentially comprising the Class and to whom Notice is to be sent are identified in the contact information to be provided by Defendants pursuant to Section 4(b) of the Settlement Agreement. There are 736 identified members of the Class.

7. Consistent with the Court's Opinion and Order dated October 14, 2024 (ECF No. 160), the Court preliminarily finds that the proposed Settlement Class satisfies the prerequisites for a class action under Fed. R. Civ. P. 23(a) and 23(b)(3), and the Court, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, conditionally certifies the Settlement Class.

8. The Court finds, consistent with the Court's Opinion and Order dated October 14, 2024 (ECF No. 160), that the following requirements are met: (a) the above-described Class Members are so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Class Members; (c) Class Representatives' claims are typical of Class Members' claims; (d) Class Representatives have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and Class Representatives have retained experienced Class Counsel; (e) the questions of law and fact common to the Class Members predominate over any affecting any individual Class Member; and (f) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23 and is superior to alternative means of resolving the claims and disputes at issue in this Action.

9. Accordingly, as required by Rule 23(e)(1)(B)(ii), the Court will likely be able to certify the class for purposes of judgment on the proposal.

10. The Court finds that it has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and all Class Members, including absent Class Members.

11. The Court appoints Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger as Class Representatives. The Court preliminarily finds that they will fairly and adequately represent and protect the interests of all Class Members, including absent Class Members.

12. The Court appoints Daniel A. Schlanger and Evan S. Rothfarb of Schlanger Law Group, LLP, and Mathew R. Wilson of Meyer Wilson Werning Co., LPA, as Class Counsel. The Court preliminarily finds that they are competent, capable of exercising all responsibilities as Class Counsel and will fairly and adequately represent and protect the interests of all Class Members, including absent Class Members.

13. Class Counsel are authorized to act on behalf of the Settlement Class with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts as are reasonably necessary to consummate the Settlement Agreement.

14. Any Settlement Class Member may enter an appearance through counsel of his or her own choosing and at his or her own expense. Any Settlement Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

15. The Court approves American Legal Claim Services, LLC to serve as the Settlement Administrator, which shall fulfill the functions, duties, and responsibilities of the Settlement Administrator as set forth in the Agreement and this Order. By accepting this appointment, the Settlement Administrator has agreed to the Court's jurisdiction solely for purposes of enforcement of the Settlement Administrator's obligations under the Settlement Agreement.

16. Any information comprising or derived from the contact information provided to the Settlement Administrator or Class Counsel pursuant to the Settlement Agreement shall be

provided solely for the purpose of providing Notice, or following final approval, payments, to Class Members and informing such Class Members about their rights under the settlement; shall be kept in strict confidence; shall not be disclosed to any third party other than as set forth in the Settlement Agreement to effectuate the terms of the Agreement or the administration process; shall be used for no other cases; and shall be used for no other purpose.

17. If the settlement is terminated or is not consummated for any reason, the Parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order, without prejudice to any legal argument that any of the parties to the settlement might have asserted but for the settlement.

18. A Final Approval Hearing shall be held before this Court on November 6, 2026, at 1:30 p.m., to address, among other things: (a) whether the Court should finally certify the Settlement Class and whether the Class Representatives and Class Counsel have adequately represented the Settlement Class; (b) whether the proposed settlement should be finally approved as fair, reasonable and adequate and whether the Final Approval Order and Judgment should be entered, in view of any objections to the proposed settlement made by members of the proposed class; (c) whether the Released Claims of the Settlement Class should be dismissed on the merits and with prejudice; (d) whether Class Counsel's Motion for Attorneys' Fees and Costs and the Class Representatives' Service Awards should be approved; and (e) such other matters as the Court may deem necessary or appropriate.

19. Papers in support of final approval of the settlement, the Class Representatives' Service Awards, and Class Counsel's Motion for Attorneys' Fees and Costs shall be filed with the Court according to the schedule set forth below. The Final Approval Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class.

20. After the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members with respect to the Released Claims being settled. The Court may finally approve the settlement at or after the Final Approval Hearing with any modifications agreed to by Defendants and the Class Representatives and without further notice to the Settlement Class, except such notice as may be provided through the Settlement Website.

21. The Court approves, as to form and content, the use of a Long Form Notice and an Email/Postcard Notice (together the "Notice") substantially similar to the forms attached as Exhibits 1 and 2 to the Settlement Agreement, respectively.

22. The Settlement Administrator shall provide individualized notice to the class members by either email or postcard. Where the Settlement Administrator is provided with or can reasonably determine both a valid email address and a valid mailing address, the Settlement Administrator shall send notice by both methods. For all mailed Email/Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Email/Postcard Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

23. The Long Form Notice will be posted on the Settlement Website established by the Settlement Administrator, as set forth under the Settlement Agreement.

24. Notices shall be sent within thirty (30) days of the date of entry of this Preliminary Approval Order (the "Notice Deadline").

25. Prior to the Final Approval Hearing, the Settlement Administrator will submit to the Court a declaration of compliance with these notice provisions.

26. The Settlement Administrator shall have the discretion to revise the format of the Notice in a reasonable manner to reduce mailing or administrative costs. Non-substantive changes may be made to the Class Notices by agreement of the Parties without further order of the Court.

27. The Notice, as directed in this Order and set forth in the Settlement Agreement, constitutes the best notice practicable under the unique circumstances of this case and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and of their right to object to the settlement or exclude themselves from the Settlement Class. The Court further finds that the Notice Program is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive such notice and that it meets the requirements of due process and of Federal Rule of Civil Procedure 23.

28. The cost of Notice and settlement administration shall be borne by Allegiance, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), and shall not be paid from the Common Fund.

29. Any member of the Class who desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions and requirements set forth in the Notice, a timely and valid written Exclusion Letter postmarked or sent by email on or before the Bar Date to Opt Out, which is sixty (60) days after the date the Notice must be delivered to the Settlement Class Members.

30. Each Exclusion Letter must be personally signed by the individual Class Member. To be valid, the Exclusion Letter must identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement, and be signed and dated. No person shall purport to exercise any exclusion rights for any other person, or purport to exclude any other Class Member as a group, aggregate or class involving more than one Class Member, or as an agent or representative, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization.

31. Any member of the Settlement Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the settlement or appear at the Final Approval Hearing.

32. Any Class Member who does not submit a valid and timely request for exclusion may object to the proposed settlement. Any such Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any such Class Member must file with the Court and mail to the Settlement Administrator a written objection, postmarked on or before the Bar Date to Object, which is sixty (60) days after the date the Notice must be delivered to the Settlement Class Members.

33. Each Objection must: (i) state the case name and case number of this Litigation; (ii) set forth the Settlement Class Member's full name, address, and telephone number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Action; (iii) contain the objector's original signature; (iv) set forth a statement of the factual and legal basis for each objection and any exhibits the objector

wishes the Court to consider in connection with the objection; and (v) state whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel.

34. Any Settlement Class Member who fails to timely object in the manner set forth herein shall be deemed to have waived, and shall forever be foreclosed from raising, any objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Litigation.

35. Pending entry of the Final Approval Order and Judgment, the Class Representatives, Class Members, and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims, provided, however, that this injunction shall not apply to individual claims of any Class Members who timely exclude themselves in a manner that complies with this Order and the Agreement. This injunction is necessary to protect and effectuate the settlement, this Order, and the Court's flexibility and authority to effectuate this settlement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

36. Further settlement proceedings in this matter shall proceed according to the following schedule:

EVENT	SCHEDULED DATE
Notice Deadline (Email/Postcard Notice sent; Long Form Notice posted on website)	30 days after entry of Preliminary Approval Order
Attorney's Fees and Costs and Service Award application due	15 days prior to the Bar Date to Object and the Bar Date to Opt Out

Last day for Class Members to opt-out of Settlement (the Bar Date to Opt Out)	60 days after the Notice Deadline
Last day for Class Members to Object to the Settlement (the Bar Date to Object)	60 days after the Notice Deadline
Deadline to file briefs in support of Final Approval or Opposition to any Objections	14 days prior to the Final Approval Hearing
Final Approval Hearing	On the date set in paragraph 18, but no earlier than 120 days after entry of Preliminary Approval Order

37. Service of all papers on counsel for the Parties shall be made as follows:

For Class Counsel:

Daniel A. Schlanger
 Evan S. Rothfarb
 Schlanger Law Group, LLP
 150 Allens Creek Road, Suite 240
 Rochester, NY 14618

Mathew R. Wilson
 Meyer Wilson Werning Co., LPA
 1320 Dublin Road, Suite 100
 Columbus, Ohio 43215

For Allegiance's Counsel:

Mitchell A. Tobias, Esq.
 Vorys, Sater, Seymour and Pease LLP
 52 East Gay Street
 P.O. Box 1008
 Columbus, OH 43216

For Autoguard's Counsel:

Christopher C. Wager, Esq.
 MacMurray & Shuster LLP
 6525 West Campus Oval, Suite 210
 New Albany, OH 43054

38. The address of this Court for purposes of any Objection is: Clerk of the Court, U.S. District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, OH 43215.

39. In the event that a Final Approval Order and Judgment is not entered by the Court, or the Effective Date of the Settlement does not occur, or the Settlement Agreement otherwise terminates according to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever, including without limitation for any evidentiary purpose (including but not limited to class certification), in this Action or any other action. In such event the Settlement Agreement, exhibits, attachments and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

40. Any deadlines set in this Preliminary Approval Order may be extended, or other aspects of the settlement modified, by order of the Court, for good cause shown, without further notice to the Settlement Class, except that notice of any such orders shall be posted by the Settlement Administrator to the Settlement Website that the Settlement Administrator will establish and maintain in accordance with the Agreement. Class Members should check the Settlement Website regularly for updates, changes, and/or further details regarding extensions of deadlines, orders entered by the Court and other information regarding the settlement.

41. The Parties are hereby authorized to establish the means necessary to administer the Settlement.

42. All proceedings in this Litigation, other than those necessary to carry out, or incidental to carrying out, the terms and conditions of this Order are stayed and suspended until further order of this Court.

43. The settlement shall not constitute an admission, concession, or indication of the validity of any claims or defenses in the Litigation, or of any wrongdoing, liability, or violation by Defendants, which vigorously deny all of the claims and allegations raised in the Litigation.

It is SO ORDERED.

Date: April 23, 2026

s/ James L. Graham

HON. JAMES L. GRAHAM
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF OHIO