

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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

*Plaintiffs,*

v.

ALLEGIANCE ADMINISTRATORS, LLC  
d/b/a PERFORMANCE FIRST and  
AUTOGUARD ADVANTAGE  
CORPORATION,

*Defendants.*

**Case No.: 2:20-cv-03411**

**Judge James L. Graham**

**Magistrate Judge Kimberly A. Jolson**

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**CLASS REPRESENTATIVES' UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

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Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, upon the accompanying Memorandum of Law in Support of Class Representatives' Unopposed Motion for Preliminary Approval of Class Action Settlement; Declaration of Daniel A. Schlanger in Support Motion for Preliminary Approval of Class Settlement dated April 1, 2026; Declaration of Evan S. Rothfarb in Support Motion for Preliminary Approval of Class Settlement dated April 3, 2026; and all other supporting papers, Class Representatives Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger hereby move this Court, before the Honorable James L. Graham, United States District Judge for the Southern District of Ohio, for an Order:

1. Granting preliminary approval of the Class Action Settlement Agreement and Release entered into by and among the Parties;

2. Confirming certification of the Settlement Class, consistent with this Court's Opinion and Order dated October 14, 2024 (ECF No. 160);
3. Appointing Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger as Class Representatives;
4. Appointing 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;
5. Approving the proposed notice program and forms of notice attached as Exhibits 1 and 2 to the Settlement Agreement;
6. Appointing American Legal Claims Services as Settlement Administrator;
7. Staying all further proceedings in this action pending final approval of the settlement; and
8. Scheduling a final fairness hearing and related dates.

The proposed Settlement Agreement and Release and all exhibits thereto (attached as Exhibit 1) and a Proposed Preliminary Approval Order (attached as Exhibit 2) are being submitted contemporaneously with this motion. Plaintiffs' counsel conferred with Defendants' counsel, and Defendants do not oppose this motion. A proposed order is attached.

Dated: April 3, 2026

Respectfully submitted,

/s/ Evan S. Rothfarb  
Evan S. Rothfarb  
(Admitted Pro Hac Vice)  
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*Attorneys for Plaintiffs and the Class*

# **EXHIBIT 1**

**SETTLEMENT AGREEMENT AND RELEASE**

*Cohen, et al. v. Allegiance Administrators, LLC, et al.*

United States District Court  
Southern District of Ohio  
Case No. 2:20-cv-03411-JLG-KAJ

**PREAMBLE**

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Plaintiffs Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger (“Class Representatives”) and the Settlement Class Members (as defined below), on the one hand, and Defendants Allegiance Administrators, LLC (now known as Renascent Protection Solutions, LLC) (“Allegiance”) and Autoguard Advantage Corporation (“Autoguard”) (collectively, “Defendants”), on the other hand, as of the date executed below. Class Representatives and Defendants are referred to collectively in the Agreement as the “Parties.”

**RECITALS**

**A.** On or about July 2, 2020, Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger (collectively, “Plaintiffs”) filed a putative class action complaint in the U.S. District Court for the Southern District of Ohio, entitled *Cohen, et al. v. Allegiance Administrators, LLC, et al.*, Case No. 2:20-cv-03411-JLG-KAJ.

**B.** In the Complaint, Plaintiffs asserted class claims against Defendants on behalf of themselves and the class, alleging that Defendants improperly denied coverage under Excess Wear & Tear Protection Waiver Agreements (“Waiver Agreements”) for reasons not set forth in the terms and conditions of the Waiver Agreements.

**C.** Defendants denied liability and asserted various defenses to Plaintiffs’ claims.

**D.** On November 15, 2023, Allegiance was dismissed from the Action (as defined below) in its entirety.

**E.** By Opinion and Order dated October 14, 2024 (ECF No. 160), the Court certified a class defined as:

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.

**F.** Despite having been dismissed from the Action, Allegiance agreed to participate in mediation to reach a class-wide resolution.

**G.** The Parties engaged in mediation before James Ryan on or about April 4, 2025 and July 17, 2025 and during subsequent discussions, and successfully reached a class-wide resolution.

**H.** Defendants have entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Action, and to avoid the burden, risk, uncertainty, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

I. Class Representatives have entered into this Agreement to liquidate and recover on the claims asserted in the Action on behalf of themselves and the Settlement Class, and to avoid the risk, delay, and uncertainty of continued litigation both to themselves and to the Settlement Class. Class Representatives do not in any way concede the claims alleged in the Action lack merit or are subject to any defenses.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

**1. DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Action” shall mean the litigation in the United States District Court for the Southern District of Ohio, entitled *Cohen, et al. v. Allegiance Administrators, LLC, et al.*, Case No. 2:20-cv-03411-JLG-KAJ, including all allegations raised in the Complaint and any other documents filed in this matter.

(b) “Bar Date to Object” shall be the date set by the Court as the deadline for Settlement Class Members to file an objection and shall be sixty (60) days after the date the Notice (defined below) must be delivered to the Settlement Class Members.

(c) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Settlement Class Members to opt out and shall be sixty (60) days after the date the Notice (defined below) must be delivered to the Settlement Class Members.

(d) “Class Counsel” shall mean Daniel A. Schlanger and Evan S. Rothfarb of Schlanger Law Group, LLP and Mathew R. Wilson of Meyer Wilson Werning Co., LPA.

(e) “Class Representatives” shall mean Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger.

(f) “Common Fund” shall mean the total amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), to be paid by Autoguard under the terms of this Agreement.

(g) “Court” shall mean the U.S. District Court for the Southern District of Ohio.

(h) “Defendants’ Counsel” shall mean Mitchell A. Tobias, Esq. of Vorys, Sater, Seymour and Pease LLP (counsel for Allegiance) and Christopher C. Wager, Esq. of MacMurray & Shuster LLP (counsel for Autoguard).

(i) “Effective Date” shall be: (1) thirty (30) days after entry of the Final Approval Order (defined below) if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(j) “Email/Postcard Notice” shall refer to the short form notice that shall be sent to Settlement Class Members, substantially in the form attached hereto as Exhibit 2.

(k) “Exclusion Letter” shall mean a letter by a Settlement Class Member who elects to opt out of this Agreement.

(l) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(m) “Final Approval Order” shall mean the Order and Judgment approving this Agreement without material modification issued by the Court at or after the Final Approval Hearing Date.

(n) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Common Fund, as described in Section 8, below.

(o) “Long Form Notice” shall mean the notice that shall be posted to the Settlement Website in the form attached as Exhibit 1.

(p) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below, seeking the Final Approval Order.

(q) “Motion for Award of Fees, Costs, and Service Awards” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below.

(r) “Adjusted Common Fund” shall mean the net amount of the Common Fund immediately after payment of court-approved attorneys’ fees and costs and any Service Awards allowed by the Court.

(s) “Notice” or “Notices” shall mean, collectively: the Email/Postcard Notice and the Long Form Notice.

(t) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of Notice to Settlement Class Members, as provided in Section 4, below.

(u) “Settlement Administrator” shall mean American Legal Claim Services, LLC, a class settlement administrator mutually agreed upon by the Parties.

(v) “Settlement Class” and “Settlement Class Member(s)” shall mean 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.

(w) “Qualifying Class Members” shall mean all Settlement Class Members who, at the time of distribution of the Adjusted Common Fund, (i) have been duly identified as a Settlement Class Member, (ii) have not submitted a valid and timely Exclusion Letter, and (iii) for whom the Settlement Administrator maintains a valid postage address for distributing the Settlement Class Member’s share of the Adjusted Common Fund.

(x) “Settlement Website” shall mean the settlement website to be created by the Settlement Administrator pursuant to the terms hereof.

(y) “Class Member Percentage” shall mean each Qualifying Class Member’s pro-rata share of the Adjusted Common Fund stated as a percentage, which shall be equal to the dollar amount of each such Qualifying Class Member’s alleged improperly denied claims under the Waiver Agreement (adjusted by any deductibles or payout maximums) in proportion to the total dollar amount of all alleged improperly denied, unpaid claims of all Qualifying Class Members.

**2. CLASS ACTION SETTLEMENT.** The Court has certified a class in this Action. Defendants agree solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, or if the Final Order is issued with material modification, then Defendants shall retain all rights to object to maintaining this case as a class action. Class Representatives and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

**3. PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order in the form attached as Exhibit 3, which requires that the Notice be given to the Settlement Class Members as provided in Section 4, below (or as otherwise determined by the Court).

**4. NOTICE TO THE CLASS.**

- a) The Settlement Administrator shall provide notice to all Settlement Class Members as specified below and as approved by the Court in the Preliminary Approval/Notice Order. The parties have currently identified 736 members of the Settlement Class.
- b) No later than ten (10) business days after the Agreement is fully executed, Allegiance shall provide Class Counsel and the Settlement Administrator with the most recent contact information it has for each Settlement Class Member identified by Class Counsel, including email addresses, mailing addresses, and, if available, telephone number.

- c) The Settlement Administrator shall provide individualized notice to the Settlement 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. The Email/Postcard Notice shall inform Settlement Class Members how they may request a copy of the Long Form Notice. 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.
- d) The Long Form Notice shall be posted on the Settlement Website.
- e) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Email/Postcard Notice was sent, dates on which such Notices were sent, and any Email/Postcard Notices that were not delivered by mail and/or email. A summary report of the Notices shall be provided to the Parties at least ten (10) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notices shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. Class Counsel shall use the database only for purposes of implementing the terms of this Agreement and not for any other purposes.
- f) The Email/Postcard Notice and Long Form Notice shall be in forms approved by the Court and substantially similar to the forms attached hereto as Exhibits 1 and 2. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.
- g) The total cost of all services provided by the Settlement Administrator in connection with the Notice and administration process 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.

- h) No later than ten (10) days following the filing of the Motion for Preliminary Approval, the Settlement Administrator, on behalf of Defendants, shall comply with the notice requirements of 28 U.S.C. § 1715. Defendants shall cause to be filed with the Court a notice confirming compliance prior to the Final Approval Hearing.

**5. MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS AND SERVICE AWARDS.**

(a) Class Counsel shall file a motion for Final Approval no less than fourteen (14) days prior to the date set by the Court for the Final Approval Hearing. At least fifteen (15) days prior to the Bar Date to Object and the Bar Date to Opt Out, Class Counsel shall file a Motion for Fees, Costs, and Service Awards so that same can be heard on the Final Approval Hearing Date. Defendants will not oppose either motion, so long as the motions comport with the terms of this Agreement.

(b) At the time of the filing of the motion for Final Approval, Class Counsel will provide the Court with a declaration executed by the Settlement Administrator, specifying the due diligence the Settlement Administrator has undertaken with regard to providing the Notice, verifying its Settlement Administration Costs, objections, disputes (and status of the disputes), and number of Exclusion Letters submitted.

(c) No later than five (5) court days before the Final Approval Hearing, the Parties may file, jointly or separately, a reply in support of motion for final approval of the settlement, in the event any opposition to the motion for Final Approval has been filed.

(d) At or before the Final Approval Hearing, the Parties will present a proposed judgment for the Court's entry in accordance with the settlement. After entry of the judgment, the Court will have continuing jurisdiction over the action and the settlement solely for purposes of enforcing the settlement, addressing settlement administration matters, and for any other necessary purpose.

**6. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction of all matters relating to

the interpretation, administration, implementation, effectuation, and enforcement of the Agreement, the Final Approval Order, and for any other necessary purpose.

**7. THE COMMON FUND AND DISTRIBUTION.**

(a) *Payments to Settlement Class Members.* Within ten (10) days of the Effective Date, Autoguard shall transfer funds equal to the Common Fund to the Settlement Administrator. The Common Fund of Four Hundred Fifty Thousand Dollars (\$450,000.00), shall be subject to such deductions set forth below, including Service Awards, Attorneys' Fees, and Costs (but not the costs of Settlement Administration) (resulting in the "Adjusted Common Fund"). The deductions from the Common Fund will be subject to Court approval, and the Adjusted Common Fund will be distributed to the class members as set forth below. In the event a Final Approval Order is not issued, or this Agreement fails to become effective, the Common Fund shall be returned to Autoguard within seven (7) business days.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Common Fund as follows:

(i) *Fees and Costs.* Class Counsel's reasonable attorneys' fees and costs, to be determined and approved by the Court, shall be paid from the Common Fund fifteen (15) days after the Effective Date. Class Counsel may apply for an award of attorneys' fees of up to thirty-three and one-third percent (33 1/3%) of the Common Fund, plus all reasonable litigation costs, to be approved by the Court. Defendants agree to not oppose Class Counsel's request for fees as outlined in this section. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Autoguard; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately

repay into the Common Fund an amount equal to the reduction ordered by the appellate court. The Court's denial or reduction of the Class Counsel fees shall not be a basis for rendering the settlement voidable or unenforceable.

(ii) *Service Awards.* Subject to Court approval, each of the three Class Representatives shall be entitled to receive a service award of Seven Thousand Five Hundred Dollars (\$7,500.00) for their services in representing the class, for a total of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) in Service Awards. The Service Awards shall be paid from the Common Fund fifteen (15) days after the Effective Date. The Court's denial or reduction of the payment to Class Representatives shall not be a basis for rendering the settlement voidable or unenforceable.

(iii) *Payments to Qualifying Class Members.* The Qualifying Class Members will be paid from the Adjusted Common Fund an amount equal to their respective Class Member Percentage of the Adjusted Common Fund. Any failure of delivery to or deposit by any Qualifying Class Members shall not be a basis to recalculate any payment made to other Qualifying Class Members as part of the initial distribution of funds. In no event shall payment to any Qualifying Class Member as part of the Class Member Percentage exceed the value of such Qualifying Class Member's claims alleged to have been improperly denied under the Waiver Agreement.

Payments to Qualifying Class Members ("Individual Payments") shall be made no later than ten (15) days after the Effective Date. Qualifying Class Members shall be sent a check by the Settlement Administrator at the address (i) used to provide Email/Postcard Notice, (ii) updated through the Class Administrator's reasonable efforts to locate new postal addresses for those individuals whose Email/Postcard Notice was returned as undeliverable, or (iii) at such other address as designated in writing by the Qualifying Class Member. The Qualifying Class Member shall have one hundred twenty (120) days to negotiate the check. Any checks uncashed after one hundred twenty (120) days shall be distributed pursuant to Section 9.

(iv) In no event shall any portion of the Common Fund revert to Defendants. After the deadline for Qualifying Class Members to negotiate the checks constituting their Individual Payments, any remaining funds in the Common Fund shall be distributed in accordance with the terms of Section 9.

**8. THE SETTLEMENT ADMINISTRATOR.**

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Settlement Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Settlement Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendants' Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. The class list shall be subject to any protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Common Fund. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendants' Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(f) Within one hundred forty (140) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Settlement Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator.

(g) The Settlement Administrator shall establish the Settlement Website, on which it will post the Long Form Notice, the Motion for Preliminary Approval, the Motion for Final Approval, the Complaint, and any other documents required to be posted by the Court. The name of the website shall be agreed to by the Parties.

(h) The Settlement Administrator shall, in consultation with Class Counsel, calculate payments from the Common Fund to be issued to Settlement Class Members in accordance with the payment formula set forth above, subject to the approval of Defendants' Counsel, not to be unreasonably withheld.

(i) The Settlement Administrator shall provide the Parties with a monthly report setting forth: Notices sent, returned Notices, communications from Settlement Class Members, Opt Outs and Objections, visits to the Settlement Website, the total payments issued to Settlement Class Members by the Settlement Administrator, and the total amount of any checks uncashed and/or returned. The Settlement Administrator shall notify counsel for the Parties within two (2) business days of any objections, opt outs, or communications from Settlement Class Members that may be reasonably understood to constitute an objection or opt-out from the settlement.

(j) The cost of settlement administration shall be borne by Allegiance Administrators, LLC (now known as Renascent Protection Solutions, LLC), in an amount not to exceed \$20,000.00, and will not be paid from the Common Fund.

**9. CY PRES PAYMENT.** Within one hundred fifty (150) days after the Effective Date, the Settlement Administrator shall determine the total amount of funds remaining in the Common Fund (the “Residual Funds”). In the event the Residual Funds exceed 20% of the total Adjusted Common Fund, the Settlement Administrator shall distribute the Residual Funds in a second distribution to Settlement Class Members who cashed checks in the first round of distribution; provided, however, that in no event shall the amount of total payments to any Qualifying Class Member, including the sum of both the Individual Payment and the Qualifying Class Member’s share of the Residual Funds, exceed the value of the Qualifying Class Member’s claims alleged to have been improperly denied under the Waiver Agreement. Any such second distribution will be made in the same manner as the first distribution. Following the second distribution, or if no second distribution is made (i.e. because the amount of the Residual Fund does not exceed 20% of the total Adjusted Common Fund), any remaining funds (*i.e.*, undistributed monies, e.g., no viable address, check not cashed, etc.) payable to the class will be distributed as a cy pres to one or more mutually agreeable designees, or in the event no designee is agreed upon, to one or more recipients to be designated by the Court.

**10. OPT-OUTS.**

(a) Settlement Class Members wishing to opt-out from the Settlement must sign and send via U.S. mail a written Exclusion Letter to the Settlement Administrator on or before the Bar Date to Opt Out or must email the Settlement Administrator on or before the Bar Date to Opt Out. The date of the postmark on the mailing envelope (or the date the email is sent, if the Settlement Class Member sends the Exclusion Letter via email) will be the exclusive means to determine whether an Exclusion Letter has been timely submitted. All Exclusion Letters will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants’ Counsel the Exclusion Letters that were timely submitted. Any Settlement Class Member who submits a valid and timely request to be excluded from the settlement shall no longer be a member of the Settlement Class, shall be barred from participating in the settlement, shall be barred from objecting to the settlement, and shall receive no benefit from the settlement. To be deemed valid, the timely-submitted written Exclusion Letter must: (1) explicitly and unambiguously state the Settlement Class Member’s intent to Opt-Out; ; (2) contain the Settlement Class Member’s name and mailing address; (3) be signed by the Settlement Class

Member; and (4) be postmarked or emailed by the Bar Date to Opt Out using the mailing address and email address specified in the Long Form Notice or Email/Postcard Notice. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the settlement and will not be bound by the terms of the settlement or have any right to object, appeal, or comment thereon.

(b) As set forth above, the Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendants' Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendants' Counsel, and/or the Court upon two (2) court days' written notice.

(c) In the event that more than ten percent (10%) of Settlement Class Members submit a valid Exclusion Letter, then this Agreement, at the option of either Plaintiffs, Allegiance, or Autoguard, shall be cancelled and terminated, with the electing party providing notice no later than 14 days after the Bar Date to Opt Out.

## **11. OBJECTIONS.**

(a) Any Settlement Class Member, other than a Settlement Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

- (i) The objector's name, address, 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;
- (ii) 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

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel and, if so, any witness he or she may call to testify, and all exhibits he or she intends to introduce into evidence at the Final Approval Hearing, which shall be attached to the objection.

(c) Settlement Class Members who fail to submit an objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Any Settlement Class Member who submits an Exclusion Letter shall have no right to object to the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the final judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

(d) If any Settlement Class Member submits an objection, or either of them, wish to conduct discovery from the objector, the Parties will meet and confer with the objector (through the objector's counsel, if any) regarding any such discovery sought and any objections thereto. If they are unable to resolve the dispute informally, the Parties will contact the Court for further direction.

## **12. RELEASES.**

(a) *Class Representatives' Release.* The Class Representatives, on behalf of themselves and all of their past, present, and future predecessors, successors, assigns, estates, attorneys, insurers, and agents, hereby fully and forever release, resolve, relinquish, and discharge the Released Parties from any and all claims, demands, actions, causes of action, obligations, damages, losses, liabilities, costs, expenses, and attorneys' fees of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, that the Class Representatives have or may have against the Released Parties arising from the beginning of time through the Effective Date.

(b) *Defendants' Release.* Defendants, on behalf of themselves and all of their past, present, and future predecessors, successors, parents, subsidiaries, divisions, employees,

affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, and agents, hereby fully and forever release, resolve, relinquish, and discharge the Class Representatives (including all of their past, present, and future predecessors, successors, assigns, estates, attorneys, insurers, and agents) from any and all claims, demands, actions, causes of action, obligations, damages, losses, liabilities, costs, expenses, and attorneys' fees of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, that Defendants (including all of their past, present, and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, and agents) have or may have against the Class Representatives arising from the beginning of time through the Effective Date.

(c) *Settlement Class Members' Release.* As of the Effective Date, the Settlement Class Members who have not transmitted a valid and timely Exclusion Letter (and excluding Class Representatives) hereby release, resolve, relinquish, and discharge the Released Parties from each of the Released Claims as defined below.

(i) *Released Claims:* Released Claims means any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or nature, whether known or unknown, that relate to nonpayment of eligible claims submitted under the Waiver Agreement.

(ii) *Released Parties:* Released Parties means Defendants and all of their past, present, and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, and agents. This definition of Released Parties also applies to the release by Class Representatives set forth in Paragraph 12(a) above.

**13. COOPERATION.** The Parties shall work cooperatively to obtain court approval of all documents necessary for final approval of the settlement, including but not limited to a mutually agreeable:

(a) Formalized settlement agreement;

- (b) Preliminary Order;
- (c) Final Order; and
- (d) Class Notice (including post-card notice, as well as text and email, if available).

**14. CONDITIONS TO SETTLEMENT.**

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- (i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 3, above;
- (ii) The Court has entered the Final Approval Order as required by Section 6, above, and all objections, if any, to such order are overruled, and all appeals taken from such Order are resolved in favor of approval; and
- (iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 14(a) are not met, then this Agreement, at the option of either Plaintiffs, Allegiance, or Autoguard, shall be cancelled and terminated.

(c) In the event this Agreement is terminated or fails to become effective pursuant to Sections 14(a) and/or (b) immediately above, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

**15. REPRESENTATIONS.**

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have

received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Class Representatives represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the Class in connection with the execution of this Agreement.

(d) Defendants represent and warrant that they have obtained all corporate authority necessary to execute this Agreement.

(e) The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this settlement. Nothing here shall be construed to waive, release or otherwise alter any obligation each Class Representative has to Class Counsel pursuant to the written agreements between them.

**16. FURTHER ASSURANCES.** Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Settlement Class Members.

**18. APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Ohio.

**19. NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether similar or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

**20. ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes all prior or contemporaneous understandings, representations, warranties, and agreements made by the Parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

**21. BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their successors.

**22. SEVERABILITY.** Except for Sections 7(a), 7(d)(iii), 10, 12, and 14, all of which are material terms to this Agreement, in the event any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**23. COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

**24. WAIVER OF APPEALS.** The Parties agree to waive all appeals from the Court's final approval of this settlement, unless the Court materially modifies the settlement, including any modification of the total settlement amount; provided, however, that Plaintiff may appeal any reduction in the amount of court-approved attorneys' fees and costs and any Service Awards. Any reduction in the amount of court-approved attorneys' fees and costs and any Service Awards will not, however, constitute a material modification of the Settlement and will not be grounds to void the Settlement.

**25. COMMUNICATIONS AND DOCUMENTS.** The Parties and their counsel agree that they will not issue any press releases, or initiate any contact with the media or any verdict/settlement publicist regarding the settlement. Class Representatives and Class Counsel

agree that none of the documents provided to them by Defendants in discovery shall be used for any purpose other than prosecution of this case.

**26. NOTIFICATION.** Any notice to be given to Class Counsel and/or Class Representatives shall be sent by email as follows:

Daniel A. Schlanger  
Evan S. Rothfarb  
SCHLANGER LAW GROUP, LLP  
150 Allens Creek Road, Suite 240  
Rochester, New York 14618  
[dschlanger@consumerprotection.net](mailto:dschlanger@consumerprotection.net)

Mathew R. Wilson  
MEYER WILSON WERNING CO., LPA  
1320 Dublin Road, Suite 100  
Columbus, Ohio 43215  
[mwilson@meyerwilson.com](mailto:mwilson@meyerwilson.com)

Any notice to be given to Allegiance or Allegiance's Counsel under the terms of this Agreement shall be sent by email as follows:

Mitchell A. Tobias, Esq.  
VORYS, SATER, SEYMOUR AND PEASE LLP  
52 East Gay Street  
P.O. Box 1008  
Columbus, OH 43216  
[matobias@vorys.com](mailto:matobias@vorys.com)

Any notice to be given to Autoguard or Autoguard's Counsel under the terms of this Agreement shall be sent by email as follows:

Christopher C. Wager, Esq.  
MACMURRAY & SHUSTER LLP  
6525 West Campus Oval, Suite 210  
New Albany, OH 43054  
[cwager@msslawgroup.com](mailto:cwager@msslawgroup.com)

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator, to be determined.

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: March 30, 2026

Allegiance Administrators, LLC  
(now known as Renascent Protection Solutions, LLC)

By:   
Its: VP, Legal / Corporate Secretary

Dated: \_\_\_\_\_, 2026

Autoguard Advantage Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Class Representative Shmuel Cohen,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Shmuel Cohen

Dated: \_\_\_\_\_, 2026

Class Representative Yehuda Fischer,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Yehuda Fischer

Dated: \_\_\_\_\_, 2026

Class Representative Eliezer Rosenberger,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Eliezer Rosenberger

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2026

Allegiance Administrators, LLC  
(now known as Renascent Protection Solutions, LLC)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: March 26th, 2026

Autoguard Advantage Corporation

By: Helzayn

Its: President

Dated: \_\_\_\_\_, 2026

Class Representative Shmuel Cohen,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Shmuel Cohen

Dated: \_\_\_\_\_, 2026

Class Representative Yehuda Fischer,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Yehuda Fischer

Dated: \_\_\_\_\_, 2026

Class Representative Eliezer Rosenberger,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Eliezer Rosenberger

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2026

Allegiance Administrators, LLC  
(now known as Renascent Protection Solutions, LLC)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Autoguard Advantage Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 3/26, 2026

Class Representative Shmuel Cohen,  
on behalf of himself and those he represents

By: Shmuel Cohen

Shmuel Cohen

Dated: \_\_\_\_\_, 2026

Class Representative Yehuda Fischer,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Yehuda Fischer

Dated: \_\_\_\_\_, 2026

Class Representative Eliezer Rosenberger,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Eliezer Rosenberger

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2026

Allgiance Administrators, LLC  
(now known as Renascent Protection Solutions, LLC)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Autoguard Advantage Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Class Representative Shmuel Cohen,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Shmuel Cohen

Dated: 3/27, 2026

Class Representative Yehuda Fischer,  
on behalf of himself and those he represents

By: Yehuda Fischer

Yehuda Fischer

Dated: \_\_\_\_\_, 2026

Class Representative Eliezer Rosenberger,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Eliezer Rosenberger

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2026

Allegiance Administrators, LLC  
(now known as Renascent Protection Solutions, LLC)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Autoguard Advantage Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

Class Representative Shmuel Cohen,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Shmuel Cohen

Dated: \_\_\_\_\_, 2026

Class Representative Yehuda Fischer,  
on behalf of himself and those he represents

By: \_\_\_\_\_

Yehuda Fischer

Dated: March 29, 2026

Class Representative Eliezer Rosenberger,  
on behalf of himself and those he represents

By: eh for

Eliezer Rosenberger

**APPROVED AS TO FORM:**

Dated: March 30, 2026

VORYS, SATER, SEYMOUR AND PEASE LLP

Mitchell A. Tobias, Esq.

By: 

Mitchell A. Tobias, Esq.

Attorneys for Allegiance Administrators, LLC

Dated: \_\_\_\_\_, 2026

MACMURRAY & SHUSTER LLP

Christopher C. Wager, Esq.

By: \_\_\_\_\_

Christopher C. Wager, Esq.

Attorneys for Autoguard Advantage Corporation

Dated: \_\_\_\_\_, 2026

SCHLANGER LAW GROUP, LLP

Daniel A. Schlanger, Esq.

Evan S. Rothfarb, Esq.

By: \_\_\_\_\_

Daniel A. Schlanger, Esq.

Class Counsel

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2026

VORYS, SATER, SEYMOUR AND PEASE LLP  
Mitchell A. Tobias, Esq.

By: \_\_\_\_\_

Mitchell A. Tobias, Esq.  
Attorneys for Allegiance Administrators, LLC

Dated: March \_\_\_\_\_ 27, 2026

MACMURRAY & SHUSTER LLP

Christopher C. Wager, Esq.

By:  \_\_\_\_\_

Christopher C. Wager, Esq.  
Attorneys for Autoguard Advantage  
Corporation

Dated: March \_\_\_\_\_ 30, 2026

SCHLANGER LAW GROUP, LLP

Daniel A. Schlanger, Esq.

Evan S. Rothfarb, Esq.

By:  \_\_\_\_\_

Daniel A. Schlanger, Esq.  
Class Counsel

# **EXHIBIT 1**



United States District Court for the Southern District of Ohio  
*Cohen, et al., on behalf of themselves and all others similarly situated v. Allegiance Administrators, LLC, et al.*

Case No. 2:20-cv-03411-JLG-KAJ

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***A federal court has authorized this website notice.***

***This is not a solicitation from a lawyer. You are not being sued.***

---

This settlement resolves a dispute with Allegiance Administrators and Autoguard Advantage Corporation over whether certain claims filed by lease customers under the Excess Wear & Tear Protection Waiver Agreement were wrongfully denied.

The parties have reached a proposed \$450K settlement. Attorneys for the class will seek a fee of up to \$150K, (plus reimbursement of certain costs) out of the proposed settlement amount. You have been identified as a potential class member and may be entitled to money.

Your rights are affected whether you act or not. Read this notice carefully. If you disagree with the settlement or the attorneys' fees request, you can object. To object or opt out, you must act by **[DATE]**. The Court will hold a final fairness hearing on **[DATE]**. You can visit [www.xyz.com](http://www.xyz.com) to learn more and review the motion for approval and attorneys' fees request.

---

You do not need to do anything. If you take no action, you will receive your payment, you will be bound by the settlement, and you will not be able to bring another lawsuit for the same issues against Allegiance Administrators, LLC or Autoguard Advantage Corporation.

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# About This Notice

## Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit brought in the United States District Court for the Southern District of Ohio, *Cohen, et al. v. Allegiance Administrators, LLC, et al.*, Case No. 2:20-cv-03411-JLG-KAJ, brought on behalf of persons who entered into an Excess Wear & Tear Protection Waiver Agreements (“Waiver Agreements”) with Defendants, submitted eligible claims for coverage under the Waiver Agreements, and were denied coverage for reasons not set forth in the terms and conditions of the Waiver Agreements. **You received this notice because our records indicate you are a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

The Court approved this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and objections and appeals (if any) are resolved, the Settlement Administrator will make the payments the settlement allows.

## What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

Options	More information about each option
<b>Do Nothing</b>	You will automatically receive a payment for your share of the Settlement Fund. If the Court approves the settlement, you give up your right to bring your own lawsuit about the issues within this lawsuit.
<b>Opt Out</b>	Exclude yourself from the settlement. You will get no payment. This option allows you to bring another lawsuit against Defendants about the same issues raised in this lawsuit.

<b>Object</b>	Tell the Court why you do not like the settlement or the request for attorneys' fees and costs. If the Court approves the settlement, you will still receive payment and give up your right to bring your own lawsuit about the issues within this lawsuit.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**  
Settlement final approval hearing: **[date]**

# Learning About the Lawsuit

## What is this lawsuit about?

The lawsuit was filed by Plaintiffs Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger ("Class Representatives") against Allegiance Administrators, LLC (now known as Renascent Protection Solutions, LLC) and Autoguard Advantage Corporation (collectively, "Defendants"). Plaintiffs asserted, on behalf of the Class, that Defendants improperly denied coverage under Excess Wear & Tear Protection Waiver Agreements for reasons not set forth in the terms and conditions of the Waiver Agreements.

Defendants deny that they did anything wrong.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit on the documents page of this website.

## Why is there a settlement in this lawsuit?

The parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. While Defendants dispute the allegations in the lawsuit and deny any liability or wrongdoing, they enter into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

In a class action, someone called a Class Representative (in this case Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger) sues on behalf of all people who have similar claims.

The Court has not decided this case in favor of either side.

## What is a class action?

All of these people with similar claims are "Class Members," and grouped together are a "Class." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## What happens next in this lawsuit?

You have until [date] to object to or opt out of the settlement, with further details on these options provided below.

The Court will then hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** US District Court for the Southern District of Ohio, 85 Marconi Boulevard, Columbus, Ohio 43215

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the Proposed Class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You do not have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement.

If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class.

## Learning About the Settlement

### What does the settlement provide?

A Common Fund of \$450,000.00 will be established to pay all approved claims to the Settlement Class, together with Court-approved attorneys' fees and costs to Class Counsel, and Service Awards to the Class Representatives. The Adjusted Common Fund out of which claims will be paid is equal to the net amount of the Common Fund after payment of Court-approved attorneys' fees and costs and any Service Awards approved by the Court. In addition to the Common Fund, Defendants will pay the costs of class administration.

Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Defendants for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [\[here\]](#).

Any undistributed monies (e.g., no viable address, check not cashed, etc.) payable to the class will be distributed as a cy pres to one or more mutually agreeable designees, or in the event no designee is agreed upon, to one or more recipients to be designated by the Court.

### How much will my payment be?

Settlement Class Members will be paid a pro-rata amount of the Adjusted Common Fund equal to their denied claims under the Waiver Agreement (adjusted by any deductibles or payout maximums) as a proportion of the total unpaid claims of all class members. In no event shall payment to any class member exceed the claims alleged to have been improperly denied under the Waiver Agreement.

You do not need to submit a Claim Form to receive a benefit from the Settlement. If the Settlement is approved and you do not opt out, you will automatically receive a check at the address used to provide this Notice, or at such other address as you designate. You will have one

| hundred twenty (120) days to negotiate the check.

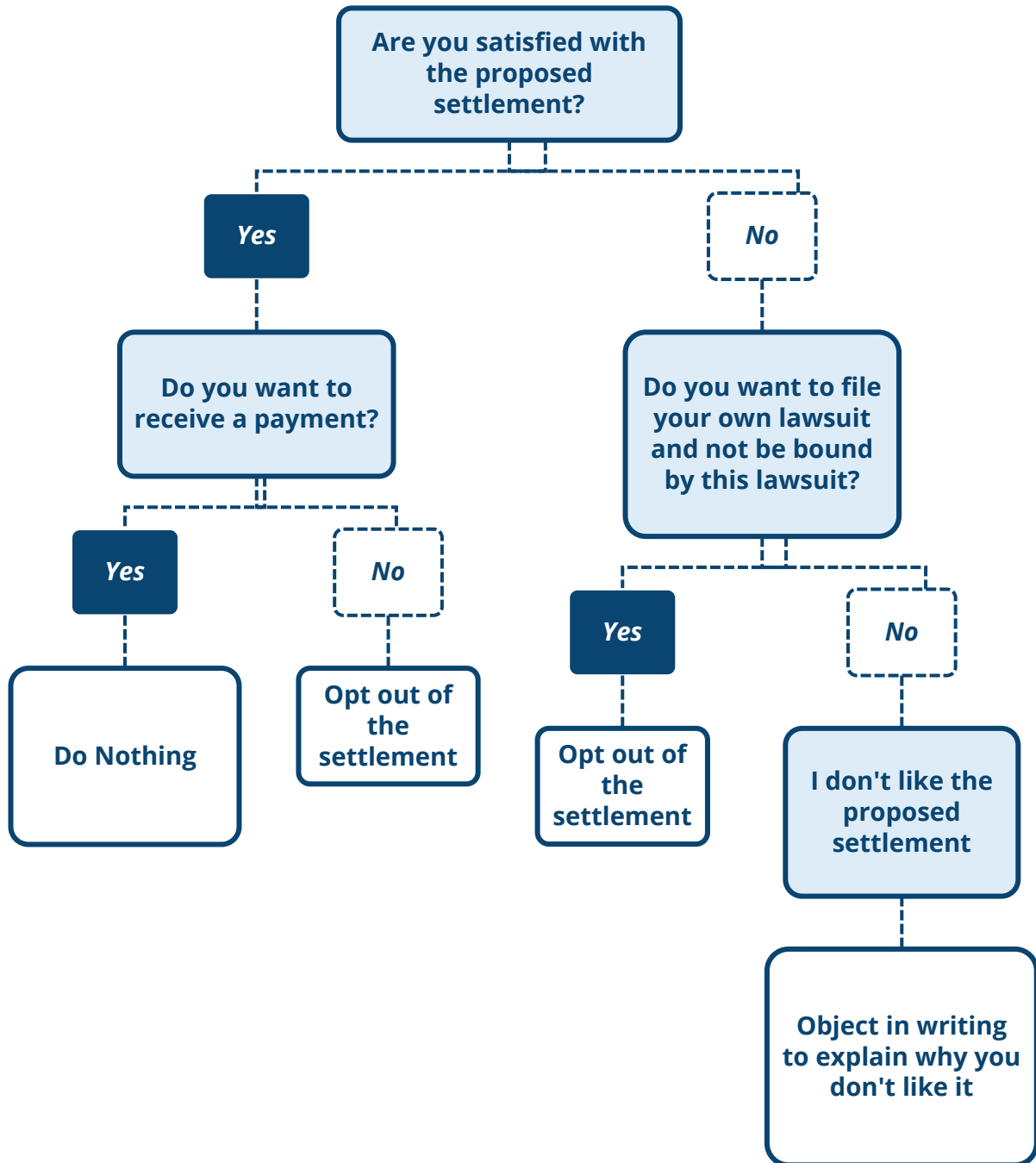
## Deciding What to Do

### How do I weigh my options?

You have three options. You can do nothing, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	<b>Do Nothing</b>	<b>Opt Out</b>	<b>Object</b>
<b>Can I receive settlement money if I . . .</b>	YES	NO	YES
<b>Am I bound by the terms of this lawsuit if I . . .</b>	YES	NO	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO
<b>Will the class lawyers represent me if I . . .</b>	YES	NO	NO

## What is the best path for me?



## Do I have a lawyer in this lawsuit?

In a class action, the court approves class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has approved the following individuals and lawyers:

### Your lawyers:

- Daniel A. Schlanger and Evan S. Rothfarb from Schlanger Law Group, LLP
- Mathew R. Wilson from Meyer Wilson Werning Co., LPA

These are the lawyers who negotiated this settlement on your behalf. They are experienced in handling similar cases.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Common Fund. **You will not have to pay the lawyers directly.**

To date, the lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve attorneys' fees of up to thirty-three and one-third percent (33 1/3%) of the Common Fund, plus all reasonable litigation costs. The lawyers' complete request will be filed with the Court and posted to the settlement website no later than [DATE].

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve Service Awards of

\$7,500.00 to each of the three Class Representatives (for a total of \$22,500.00) for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Common Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can exclude yourself, which is often referred to as “opting out” of the settlement. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Defendants or be part of another case against Defendants about the issues in this lawsuit. **If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately.** You may need to exclude yourself from this Class to continue your own lawsuit.

### How do I opt out?

To opt out of the settlement, you must send the Settlement Administrator an Exclusion Letter by mail or email that is postmarked or sent on or before [DATE]. It must contain a statement that clearly indicates your desire to be excluded from the Settlement Class. For example, it might say “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Be sure to include the case name (*Cohen, et al. v. Allegiance Administrators, LLC, et al.*), your name, address, telephone number, and signature.

Send your Exclusion Letter to:

American Legal Claims Services  
8011 Philips Hwy #5  
Jacksonville, FL 32256  
904-517-1442

## Objecting

## What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

You can only object if you stay in the class. If you opt out of the class, you cannot object because the case no longer affects you.

The objection must:

- (1) be in writing;
- (2) be postmarked on or before [DATE];
- (3) include the case name and number (*Cohen, et al. v. Allegiance Administrators, LLC, et al.*, 2:20-cv-03411-JLG-KAJ);
- (4) include your full name, address and telephone number;
- (5) (if you are represented) include the name, address, and telephone number of counsel;
- (6) state the reasons for your objection, including the factual and legal basis;
- (7) state whether either you or your lawyer intend to appear at the final approval hearing;
- (8) include your signature.

The written objection must be sent by first class mail, postage pre-paid, to the Settlement Administrator at the address listed above. The objection must be postmarked on or before [DATE].

You may ask the Court for permission to speak at the Fairness Hearing on [DATE]. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in *Cohen, et al. v. Allegiance Administrators, LLC, et al.*, 2:20-cv-03411-JLG-KAJ." Your Notice of Intention to Appear must be filed or mailed so as to be received no later than [DATE]. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you will present to the Court in connection with the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will receive payment from the Settlement. You will also be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Defendants about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here].

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms and related case documents can be found at the Settlement Website. To get a copy of the settlement agreement or get answers to your questions:

- Contact the lawyers (information below)
- Visit the Settlement Website at [www.xyz.com](http://www.xyz.com)
- Access the Court’s Case Management/Electronic Case Files (CM/ECF) system online or by visiting the Clerk’s office of the Court (address below)

*Please do not call the Court, Defendants, or Defendants’ counsel regarding the settlement.*

The short form (postcard or email) notice sent to each class member contained a unique Notice ID and PIN. You can get information about the specific claim amount you are alleged to have been improperly denied, and your specific portion of the settlement proceeds by going to [www.xyz.com](http://www.xyz.com) and entering that identifier, or by contacting Class Counsel using the contact information found below.

<b>Resource</b>	<b>Contact Information</b>
<b>Settlement Administrator</b>	American Legal Claims Services 8011 Philips Hwy #5 Jacksonville, FL 32256 904-517-1442
<b>Your Lawyer (Class Counsel)</b>	Daniel A. Schlanger / Evan S. Rothfarb SCHLANGER LAW GROUP LLP 150 Allens Creek Road, Suite 240 Rochester, NY 14618 212-500-6114 dschlanger@consumerprotection.net  Mathew R. Wilson MEYER WILSON WERNING CO., LPA 1320 Dublin Road, Suite 100 Columbus, Ohio 43215 mwilson@meyerwilson.com
<b>Court</b>	United States District Court Southern District of Ohio 85 Marconi Boulevard Columbus, Ohio 43215

# **EXHIBIT 2**



U.S. District Court for the Southern District of Ohio  
*Cohen et al. V. Allegiance Administrators, LLC*  
Case No. 2:20-cv-03411-JLG-KAJ

QR CODE  
For  
Settlement  
Website

## Notice of Proposed Class Action Settlement

*A federal court has authorized this notice.*

This settlement resolves a dispute with Allegiance Administrators and Autoguard Advantage Corporation over whether certain claims filed by lease customers under the Excess Wear & Tear Protection Waiver Agreement were wrongfully denied.

The parties have reached a proposed \$450K settlement. Attorneys for the class will seek a fee of \$150K, (plus reimbursement of certain costs) out of the proposed settlement amount. You have been identified as a potential class member and may be entitled to money.

Your rights are affected whether you act or not. Read this notice carefully. If you disagree with the settlement or the attorneys' fees request, you can object. To object or opt out, you must act by \_\_\_\_\_. The Court will hold a final fairness hearing on \_\_\_\_\_. You can visit [www.xyz.com](http://www.xyz.com) to learn more and review the motion for approval and attorneys' fees request.

### Key things to know:

- This is not a solicitation from a lawyer. You are not being sued.
- If you do not opt out, any ruling from the court will apply to you, and you will not be able to sue Allegiance Administrators or Autoguard Advantage Corporation about the same issues.
- You can learn more, including your estimated payment amount, at [www.xyz.com](http://www.xyz.com) or by scanning the QR code on this postcard. Your Notice ID and PIN can be found on the reverse side of this notice above your name and address.
- If you have questions, please call \_\_\_\_\_.

PRST-FIRST CLASS  
U.S. POSTAGE  
PAID  
JACKSONVILLE, FL  
PERMIT NO. XXX

XYZ Litigation  
c/o Settlement Administrator  
PO Box 32650  
Jacksonville, FL 32241  
info@xyz.com

## Court-Approved Legal Notice



This is an important notice about a class action lawsuit. You have been identified as a potential settlement class member and may be entitled to money.

Notice ID: «noticeid»  
PIN: «pin»

To update address visit [www.xyz.com](http://www.xyz.com)

«fname» «lname»  
«address1» «address2»  
«address3» «address4» «address5»  
«city» «state» «zip»

# **EXHIBIT 3**

**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

**PROPOSED 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 \_\_\_\_\_, 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 \_\_\_\_\_, 2026, at \_\_\_\_\_.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:

<b>EVENT</b>	<b>SCHEDULED DATE</b>
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: \_\_\_\_\_

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

# **EXHIBIT 2**

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

**PROPOSED 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 \_\_\_\_\_, 2026, at \_\_\_\_\_.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:

<b>EVENT</b>	<b>SCHEDULED DATE</b>
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:

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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: \_\_\_\_\_

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

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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

*Plaintiffs,*

v.

ALLEGIANCE ADMINISTRATORS, LLC  
d/b/a PERFORMANCE FIRST and  
AUTOGUARD ADVANTAGE  
CORPORATION,

*Defendants.*

**Case No.: 2:20-cv-03411**

**Judge James L. Graham**

**Magistrate Judge Kimberly A. Jolson**

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**MEMORANDUM OF LAW IN SUPPORT OF CLASS REPRESENTATIVES’  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

---

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*McManaway v. Select Energy Servs., LLC*, No. 2:23-cv-01405, 2024 U.S. Dist. LEXIS 83000, at \*1 (S.D. Ohio May 7, 2024).....10

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**Other Authorities**

Manual for Complex Litigation (Fourth) (4th ed. May 2020 update) .....13  
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## INTRODUCTION

Plaintiffs Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger (the “Class Representatives”), Defendant Autoguard Advantage Corporation (“Autoguard”), and dismissed Defendant Allegiance Administrators, LLC<sup>1</sup> (“Allegiance,” and together with Autoguard, “Defendants”) have reached a proposed class action settlement for the benefit of 736 class members who submitted eligible claims under Excess Wear & Tear Protection Waiver Agreements (“Waiver Agreements”) and were denied coverage for reasons not set forth in the terms and conditions of those Agreements. *See* Settlement Agreement and Release (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the preliminary approval motion).<sup>2</sup>

Specifically, Autoguard has agreed to pay \$450,000 into a non-reversionary Common Fund. All notice and settlement administration costs will be borne by Allegiance and will not be paid from the Common Fund. Settlement Class Members will receive a pro rata share of the Adjusted Common Fund—*i.e.*, the Common Fund net of Court-approved attorneys’ fees and costs and any service awards—proportional to the dollar amount of each class member’s claims alleged to have been improperly denied. There is no claims process; Qualifying Class Members will automatically receive checks.

This result was achieved after more than five years of hard-fought litigation, including significant motion practice, contested discovery, class certification, and two mediation sessions before an experienced neutral. The proposed Settlement was reached at a time when the Parties to the agreement understood the strengths and weaknesses of their respective positions. Specifically, Plaintiffs, through their counsel, conducted an extensive investigation of their claims, took

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<sup>1</sup> Allegiance is now known as Renascent Protection Solutions, LLC, but has been referred to as “Allegiance” throughout this case, which continues in this memorandum for ease of reference.

<sup>2</sup> Capitalized terms throughout this memorandum have the same meaning as the definitions in the Settlement.

discovery, and successfully obtained class certification. Class Counsel are satisfied that the \$450,000 Common Fund—delivered now, without the delay and risk of further litigation—represents a superb outcome for the class.

The Settlement Class is identical to the class previously certified by the Court. ECF 160. Class Representatives respectfully request that the Court: (1) grant preliminary approval of the Settlement Agreement and Release; (2) approve the proposed notice plan and forms of notice; (3) appoint American Legal Claims Services as Settlement Administrator; and (4) schedule a final fairness hearing and related dates.<sup>3</sup>

### **STATEMENT OF FACTS**

#### **I. Background and Procedural History**

This case has been vigorously litigated for more than five years. On July 7, 2020, Class Representatives filed a putative class action complaint against Allegiance, alleging it improperly denied coverage under Waiver Agreements for reasons not set forth in those agreements' terms and conditions. *See* Declaration of Evan S. Rothfarb in Support of Motion for Preliminary Approval of Class Settlement dated April 3, 2026 (“Rothfarb Decl.”) ¶¶ 4-5. Autoguard was added as a Defendant in the Second Amended Complaint. *See* ECF 45, 52, and 52-1.

The Waiver Agreements were sold to consumers as additional protection against excess wear and tear charges at the end of vehicle leases. Under their terms, Defendants agreed to bear responsibility for such wear and tear charges subject only to the terms and conditions therein.

The Class Representatives and the Settlement Class Members contend that Defendants denied eligible claims—including claims for damage types never listed as an exclusion in the Waiver Agreements (such as scratches over twelve inches)—in breach of those agreements and in

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<sup>3</sup> Before the Fairness Hearing, Plaintiffs will submit detailed papers supporting the proposed Settlement and will ask the Court to determine whether the proposed Settlement is fair, reasonable, and adequate.

violation of applicable consumer protection statutes. Rothfarb Decl. ¶¶ 5-6. Defendants deny any wrongdoing. Settlement Agreement, at 2.

The litigation has been hard fought. Following initial pleadings and motion practice, including Defendants' partially successful motion to dismiss, Allegiance was dismissed from the Action on November 15, 2023. Rothfarb Decl. ¶ 10. Despite having been dismissed, however, Allegiance participated in mediation to achieve a class-wide resolution. Rothfarb Decl. ¶ 10.

The parties engaged in extensive discovery, including the exchange of substantial document productions, numerous meet and confers, multiple motions to compel, and multiple depositions. Declaration of Daniel A. Schlanger in Support of Motion for Preliminary Approval of Class Settlement dated April 1, 2026 ("Schlanger Decl.") ¶ 21; Rothfarb Decl. ¶¶ 11-13. During discovery, Class Counsel reviewed and analyzed the detailed claims data underlying each class member's denied coverage. Rothfarb Decl. ¶¶ 11-13.

By Opinion and Order dated October 14, 2024, the Court certified the following class (ECF No. 160):

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.

ECF 160. The parties have identified 736 members of the Settlement Class. Settlement Agreement ¶ 4(a). These are the same Class Members that were identified in the motion for class certification.

The Settlement was reached through an arm's-length negotiation process, including two mediation sessions conducted on April 4, 2025, and July 18, 2025, before James Ryan, a well-respected experienced neutral. Schlanger Decl. ¶ 20. The parties came to a settlement-in-principle on September 17, 2025. Schlanger Decl. ¶ 21; Rothfarb Decl. ¶ 16. The parties negotiated in good faith while zealously advocating for their respective clients throughout the settlement process. Rothfarb Decl. ¶ 16.

After weeks of continued negotiations following the conclusion of a second mediation session, the parties reached a settlement in principle and executed a detailed term sheet. Rothfarb Decl. ¶ 16. The parties then negotiated extensively regarding the language and details set forth in the formal settlement documents and all exhibits (including the short form notice, long form notice, and proposed preliminary approval order). *See* Settlement Agreement (and accompanying exhibits); Rothfarb Decl. ¶ 16; Schlanger Decl. ¶ 16.

## **II. The Settlement Terms**

The complete terms of the proposed settlement are set forth in the Settlement Agreement (attached as Exhibit 1 to the preliminary approval motion), which is submitted contemporaneously with this memorandum along with the Proposed Preliminary Approval Order (attached as Exhibit 2 to the preliminary approval motion). The following is a summary of the settlement terms agreed upon by the parties.

### ***A. The Class***

Consistent with the Court's October 14, 2024 class certification order (ECF 160), the Settlement Class consists of each person who entered into a 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. Settlement Agreement § 1(v). The parties have identified 736 members of the Settlement Class. Settlement Agreement § 4(a).

***B. Monetary Relief.***

Autoguard has agreed to pay \$450,000 into a non-reversionary Common Fund. Settlement Agreement § 7(a). The Common Fund will be used to pay: (1) Cash Awards to Qualifying Class Members; (2) Court-approved attorneys' fees and costs to Class Counsel; and (3) Court-approved service awards to the three Class Representatives. *Id.* § 7(d). In addition, the total cost of notice and settlement administration—up to \$20,000—will be borne separately by Allegiance and will not be paid from the Common Fund. Settlement Agreement § 4(g).

Each Qualifying Class Member's payment ("Individual Payment") will equal that member's Class Member Percentage of the Adjusted Common Fund. Settlement Agreement § 7(d)(iii). "Class Member Percentage" means each Qualifying Class Member's pro-rata share of the Adjusted Common Fund, equal to the dollar amount of each such member's alleged improperly denied claims (adjusted by any deductibles or payout maximums) as a proportion of the total dollar amount of all alleged improperly denied, unpaid claims of all Qualifying Class Members. Settlement Agreement § 1(y).

There is no claims process. Settlement Class Members will automatically receive their Individual Payments by check within fifteen (15) days after the Effective Date. Settlement Agreement § 7(d)(iii). Settlement Class Members will have 120 days to negotiate their checks. *Id.* Any checks uncashed after 120 days will be handled pursuant to the residual distribution provisions of the Settlement Agreement. Settlement Agreement § 9.<sup>4</sup>

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<sup>4</sup> The Settlement provides that the individual payment to any Qualifying Class Member may not exceed the value of that class member's claims alleged to have been improperly denied. Settlement Agreement § 7(d)(iii). Because there

In no event shall any portion of the Common Fund revert to Defendants. Settlement Agreement § 7(d)(iv). After the deadline for Qualifying Class Members to negotiate their checks, any Residual Funds exceeding 20% of the total Adjusted Common Fund will be redistributed in a second distribution to Settlement Class Members who cashed checks in the first round; provided that no individual payment may then exceed the value of that class member's improperly denied claims. Settlement Agreement § 9. Any remaining funds will be distributed to a mutually agreeable *cy pres* designee, or, in the event the parties cannot agree, to a recipient designated by the Court. *Id.*

***C. Settlement Administration.***

American Legal Claims Services has been retained as Settlement Administrator. Settlement Agreement § 1(u). The cost of notice and settlement administration will be borne by Allegiance, not from the Common Fund. Settlement Agreement § 4(g). The Settlement Administrator will be responsible for providing notice to Settlement Class Members (by email and/or postcard), maintaining the Qualified Settlement Fund, fielding Settlement Class Member inquiries, establishing and maintaining the Settlement Website, processing opt-out requests, and distributing Individual Payments. Settlement Agreement §§ 4 and 8.

The Settlement Administrator will send individualized notice to each Settlement Class Member by either email or postcard. Settlement Agreement § 4(c). Where the Settlement Administrator is provided with or can reasonably determine both a valid email address and a valid mailing address, notice will be sent by both methods. *Id.* For mailed notices returned as

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is no claims process in the proposed settlement, and in light of the fact that "full damages" in the event Plaintiffs were to prevail entirely at trial are \$5,000 or less, this provision is exceedingly unlikely to be triggered.

undeliverable without a forwarding address, the Settlement Administrator will use standard skip-tracing devices to obtain updated addresses and re-mail, as soon as reasonably practicable. *Id.*

Notices must be sent within thirty (30) days of the entry of the Preliminary Approval Order (the “Notice Deadline”). Settlement Agreement § 4(c); Proposed Preliminary Approval Order ¶ 24. The Long Form Notice will be posted on the Settlement Website within the same period. *Id.* Prior to the Final Approval Hearing, the Settlement Administrator will submit to the Court a declaration of compliance with these notice provisions for review. Proposed Preliminary Approval Order ¶ 25.

***D. Attorneys’ Fees, Litigation Expenses, and Service Awards.***

The Settlement Agreement provides that Class Counsel may request an award of attorneys’ fees of up to one-third of the Common Fund, plus reimbursement of litigation costs. Settlement Agreement §§ 5(a) and 7(d)(i). Further, Class Counsel will also request incentive/service awards of \$7,500.00 for each of the three Class Representatives (total: \$22,500.00). Settlement Agreement § 7(d)(iii). The issue of attorneys’ fees, costs, and service awards are not currently before the Court. Class Counsel will submit an application for fees, costs, and the service awards 15 days prior to the Bar Date to Object and Bar Date to Opt Out so that they can be heard on the Final Approval Hearing Date. *See* Settlement Agreement § 5(a). Further, the Settlement Agreement is not contingent on the Court’s approval of attorneys’ fees and costs, nor on service awards to the Class Representatives. *See* Settlement Agreement §§ 7(d)(i) and (ii).

***E. Class Member Releases.***

In exchange for the settlement benefits, Settlement Class Members who do not submit a valid and timely Exclusion Letter will release “Released Claims,” which means any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, losses, fines, liens, interest, restitution, actions, or causes of action of whatever kind or

nature, whether known or unknown, that relate to nonpayment of eligible claims submitted under the Waiver Agreement. Settlement Agreement § 12(c)(i). The Released Parties include Defendants and all of their past, present, and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers, and agents. Settlement Agreement § 12(c)(ii). Significantly, the release is not general. It is narrow and appropriately tailored to the claims asserted in this action concerning the alleged violations of the Waiver Agreements.<sup>5</sup>

### **ARGUMENT**

Federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981); *see also* William B. Rubenstein, *Newberg on Class Actions* (“Newberg”) § 13.1 (5th ed. June 2020 update) (citing cases).

Consistent with Rule 23, courts follow a three-step procedure for approval of class action settlements: (1) preliminary approval of the proposed settlement and certification of a settlement class; (2) dissemination of notice of the settlement to class members; and (3) a “fairness hearing” or “final approval hearing,” at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented. *Manual for Complex Litigation* (Fourth) §§ 21.632–21.634 (4th ed. May 2020 update); *see also Tennessee Assoc. of Health Maintenance Orgs., Inc. v. Grier*, 262 F.3d 559, 565-66 (6th Cir. 2001); *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 372 (S.D. Ohio

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<sup>5</sup> The Class Representatives and Defendants will exchange general releases as part of the settlement. *See* Settlement Agreement §§ 12(a) and (b).

2006); *Bailey v. Verso Corp.*, 337 F.R.D. 500, 505 (S.D. Ohio 2021). This procedure safeguards class members' due process rights and enables the Court to fulfill its role as the guardian of class interests. *See* Newberg § 13.1.

At the preliminary approval stage, the Court must determine whether it will likely be able to (1) approve the proposed settlement as fair, reasonable, and adequate; and (2) certify the proposed settlement class for purposes of judgment. Fed. R. Civ. P. 23(e)(1)(B). If both requirements are satisfied, the Court should direct notice to the proposed class and schedule a fairness hearing. *Id.*; *see also Wayside Church v. Van Buren County*, 103 F.4th 1215, 1222 (6th Cir. 2024) (noting that “preliminary approval of a class action settlement is at most a determination that there is what might be termed probable cause to submit the proposal to class members and hold a full-scale hearing as to its fairness”).

During the preliminary approval proceedings, “the questions are simpler, and the court is not expected to, and probably should not, engage in analysis as rigorous as is appropriate for final approval.” *Manual for Complex Litigation (Fourth)* § 21.662 (4th ed. May 2020 update). Instead, the Court should evaluate only whether the proposed settlement “appears to be the product of serious, informed, non-collusive negotiation, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval.” *Hyland v. Homeservices of Am., Inc.*, No. 3:05-CV-612-R, 2009 U.S. Dist. LEXIS 72654, at \*8 (W.D. Ky. Aug. 17, 2009) (citing *In re Nasdaq Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997)).<sup>6</sup>

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<sup>6</sup> “The Court’s role in reviewing class action settlements ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *Dallas v. Alcatel-Lucent USA, Inc.*, No. 09-14596, 2013 U.S. Dist. LEXIS 71204, at \*20 (E.D. Mich. May 20, 2013) (quoting *Clark Equip. Co. v. Int’l Union, Allied Indus. Workers*, 803 F.2d 878, 880 (6th Cir. 1986) (*per curiam*)).

Plaintiffs request that the Court take the first step in the process by granting preliminary approval of the proposed Settlement Agreement.

**I. The Proposed Settlement Is Within the Range of What Could Be Considered Fair, Reasonable, and Adequate.**

The Court must determine whether a class action settlement “is within the range of what ultimately could be considered fair, reasonable, and adequate—a determination left to the sound discretion of the Court.” *Bowling v. Pfizer*, 144 F. Supp. 3d 945, 952 (S.D. Ohio 2015). A class action settlement is within the range of approval if it “appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls with the range of possible approval.” *Bailey v. Verso Corp.*, 337 F.R.D. 500, 505 (S.D. Ohio 2021). Each of those factors is satisfied here.

***A. The Proposed Settlement Resulted from Serious, Informed, and Arm’s-Length Negotiations.***

Arm’s-length negotiations conducted by competent counsel constitute prima facie evidence of fair settlements. *See, e.g., McManaway v. Select Energy Servs., LLC*, No. 2:23-cv-01405, 2024 U.S. Dist. LEXIS 83000, at \*3 (S.D. Ohio May 7, 2024) (“Settlement negotiations that are conducted at arm’s length by adversarial parties and experienced counsel are indicative of fairness, reasonableness, and adequacy”); *Brotherton v. Cleveland*, 141 F. Supp. 2d 894, 906 (S.D. Ohio 2001) (absence of any evidence suggesting collusion or illegality “lends toward a determination that the agreed proposed settlement was fair, adequate and reasonable”). Notably, “[t]he participation of an independent mediator in settlement negotiations virtually ensures that the negotiations were conducted at arm’s length and without collusion between the parties.” *Andrews v. State Auto Mut. Ins. Co.*, 2023 U.S. Dist. LEXIS 191571, at \*11 (S.D. Ohio Oct. 25, 2023)

(cleaned up); *Bert v. AK Steel Corp.*, No. 1:02-cv-467, 2008 U.S. Dist. LEXIS 111711, at \*6-7 (S.D. Ohio Oct. 23, 2008).

In this case, the Settlement was the result of intensive, arm's-length negotiations between experienced attorneys who have extensive class action litigation experience with the assistance of mediator James Ryan in two mediation sessions held on or about April 4, 2025, and July 18, 2025. Schlanger Decl. ¶ 19; Rothfarb Decl. ¶¶ 17-18. Settlement negotiations in this case took place over the course of multiple mediation sessions under the supervision and with the aid of an experienced neutral, James Ryan. Schlanger Decl. ¶ 19; Rothfarb Decl. ¶¶ 15-18.

The parties' counsel, including Class Counsel, are experienced in the litigation, certification, and settlement of class action cases. There is no evidence that any collusion or illegality existed during the settlement process. Class Counsel support the settlement as fair and reasonable, and Class Counsel certifies that it was reached at arm's-length.

***B. The Settlement Has No Obvious Deficiencies.***

The settlement has no obvious deficiencies. To the contrary, it reflects an excellent result given the significant risk, expense, and delay of further litigation. *See Plagens v. Deckard*, 2024 U.S. Dist. LEXIS 84140, at \*25 (N.D. Ohio May 9, 2024) (approving settlement because “continuing litigation presents substantial risks,” and “complexities also suggest that the litigation could extend for years, through appeal, without any certainty about the eventual outcome”). Plaintiffs are, of course, confident in the strength of their case, as are Defendants, who have hotly litigated the issues in the case and those being resolved by settlement. *Compare Moore v. Aerotek, Inc.*, No. 2:15-cv-2701, 2017 U.S. Dist. LEXIS 102621, at \*10 (S.D. Ohio June 30, 2017) (“Most class actions are inherently complex and settlement avoids the costs, delays, and multitude of other problems associated with them.”) (internal citation omitted).

If this case had continued through litigation, Defendants likely would have challenged class certification, Allegiance would seek to remain dismissed from the action, and Defendants would oppose Plaintiffs' claims at trial and on potential appeal. Schlanger Decl. ¶¶ 25; Rothfarb Decl. ¶ 21. In addition to the risk of no recovery, the continued litigation costs could further erode the monetary award available to the Class. Rothfarb Decl. ¶ 21.

The significant risk and delay that would accompany further litigation demonstrates that the settlement is well within the range of possible approval.

***C. The Settlement Does Not Improperly Grant Preferential Treatment to Class Representatives or Segments of the Class.***

The Settlement does not improperly grant preferential treatment to the Class Representatives or segments of the class. Each Qualifying Class Member will receive a pro rata share of the Adjusted Common Fund proportional to the dollar amount of that member's alleged improperly denied claims, adjusted by any deductibles or payout maximums. Settlement Agreement § 1(y). In no event will any individual payment exceed the value of that member's improperly denied claims. *Id.* § 7(d)(iii). This ensures that each Settlement Class Member's payment will be roughly proportional to their damages. *See Plagens*, 2024 U.S. Dist. LEXIS 84140, at \*28 (holding that settlement treated class members equitably because "claimants who suffered losses on their securities during the settlement class period will receive a *pro rata* distribution of the funds, proportional to their loss amount"). "Courts frequently approve plans involving pro rata distribution." *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, No. 05-MD-1720 (MKB) (JO), 2019 U.S. Dist. LEXIS 217583, at \*203 (E.D.N.Y. Dec. 16, 2019). Moreover, Qualifying Class Members will not have to file a claim to receive their payments.

The matter of Attorneys' Fees and Expenses, as well as any Service Award for Plaintiffs, will be subsequently determined by the Court at the Fairness Hearing. Class Counsel will request a reasonable attorneys' fee award and reasonable service awards for Class Representatives' time and effort in litigating this case consistent with the Settlement Agreement.

Class Counsel intend to request an award of attorneys' fees of up to one-third of the Common Fund, plus reimbursement of litigation costs. Settlement Agreement § 7(d)(i). "Courts readily approve the percentage-of-the-fund method when a plaintiff obtains an exceptional result and avoids extended litigation time and costs." *Osman v. Grube, Inc.*, No. 3:16-cv-00802-JJH, 2018 U.S. Dist. LEXIS 78222, at \*6-7 (N.D. Ohio May 4, 2018); *see also Satterly v. Airstream, Inc.*, No. 3:19-cv-32, 2020 U.S. Dist. LEXIS 210868, at \*28 (S.D. Ohio Sep. 25, 2020) ("The Sixth Circuit has approved a court's use of the percentage-of-the-fund method to determine a reasonable attorney's fee from a common fund settlement."); *Miranda v. Xavier Univ.*, No. 1:20-cv-539, 2023 U.S. Dist. LEXIS 178072, at \*15 (S.D. Ohio Oct. 3, 2023) ("Moreover, the Court finds that Class Counsel's request for one-third of the common fund to be reasonable; it is well within the range of fees typically approved by Courts in the Sixth Circuit.").

Class Counsel will also request service awards of \$7,500.00 for each of the three Class Representatives (total: \$22,500.00). Settlement Agreement § 7(d)(iii). "Courts within the Sixth Circuit . . . recognize that, in common fund cases and where the settlement agreement provides for incentive awards, class representatives who have had extensive involvement in a class action litigation deserve compensation above and beyond amounts to which they are entitled to by virtue of class membership alone." *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 787 (N.D. Ohio 2010). Further, Courts in the Sixth Circuit have routinely found similar fee awards well within the range of possible approval. *See In re Southern Ohio Correctional Facility*, 175 F.R.D.

270, 272 (S.D. Ohio 1997) (“Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation.”); *Smith v. Local Cantina, LLC*, 2022 U.S. Dist. LEXIS 73598, at \*20 (S.D. Ohio Apr. 19, 2022) (collecting cases where court approved \$10,000 service award).

***D. The Settlement as a Whole Is Within the Range of Possible Approval.***

The Settlement as a whole is within the range of possible approval. Class Counsel are experienced with similar complex consumer litigation. Rothfarb Decl. ¶¶ 35-48; Schlanger Decl. ¶¶ 31-58. Having litigated this case extensively and taken significant discovery, Class Counsel’s professional judgment is that the Settlement is in the best interest of the Settlement Class Members. Rothfarb Decl. ¶¶ 19-21; Schlanger Decl. ¶¶ 23-25; *see also Ostendorf v. Grange Indem. Ins. Co.*, 2020 U.S. Dist. LEXIS 163391, at \*6-7 (S.D. Ohio Sep. 8, 2020) (“Class counsel testify they are experienced in consumer class action litigation and have conducted the necessary discovery to confirm the amount of potential damages. . . . The Court gives weight to the judgment of experienced counsel that the settlement is in the best interests of the class.”).

Further, preliminarily approving the Settlement would also be in the public interest. *See id.* at \*7 (noting that “class actions are inherently complex,” so there is a “public interest favoring settlement”). Therefore, the Court should preliminarily approve the proposed settlement.

**II. The Settlement Class Can Be Certified for Preliminary Approval.**

The Court previously certified the Class in this action in its Opinion and Order dated October 14, 2024 (ECF 160). The Settlement Agreement requests confirmation of that certification for settlement purposes, using the same class definition. *See* Settlement Agreement § 2. Consistent with that certification, the Court should confirm that the Settlement Class satisfies the requirements of Rule 23.

“The decision whether to certify a class is governed by Federal Rule of Civil Procedure 23, under which certification requires two showings: first, that the four ‘prerequisites’ of Rule 23(a) are met; and second, that the case fits within at least one of the three ‘types of actions’ described in Rule 23(b).” *Doster v. Kendall*, 48 F.4th 608, 612 (6th Cir. 2022) (*Doster I*). “Rule 23(b)(3) classes must also meet an implied ascertainability requirement.” *Hicks v. State Farm Fire & Cas. Co.*, 965 F.3d 452, 464 (6th Cir. 2020) (citation omitted). As Plaintiffs previously explained in their motion for Class Certification (ECF 138), and as concluded by this Court (ECF 160), this case satisfies the prerequisites for class certification under Fed. R. Civ. P. 23(a), 23(b)(2) and (b)(3).<sup>7</sup> Therefore, the Court should provisionally certify the Settlement Class.

***A. The Class Is Ascertainable.***

Although not explicitly stated in Rule 23, the Sixth Circuit has found that a “class definition must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of a proposed class.” *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 537-38 (6th Cir. 2012) (quoting 5 James W. Moore et al., *Moore’s Federal Practice* § 23.21[1] (Matthew Bender 3d ed. 1997)). Specifically, a court “must be able to resolve the question of whether the class members are included or excluded from the class by reference to objective criteria.” *Id.* at 538. However, this applies only to Rule 23(b)(3) classes. *See Cole v. City of Memphis*, 839 F.3d 530, 542 (6th Cir. 2016) (“The decisions of other federal courts and the purpose of Rule 23(b)(2) persuade us that ascertainability is not an additional requirement for certification of a (b)(2) class seeking only injunctive and declaratory relief.”).

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<sup>7</sup> The Court previously certified the class under Fed. R. Civ. 23(b)(2), finding that “the Court need not consider the merits of Plaintiffs’ claim for class certification under Rule 23(b)(3)” following its conclusion that “Plaintiffs satisfy the requirements for a Rule 23(b)(2) class[.]” ECF 160, at 16.

As previously argued, Defendants applied uniform evaluation criteria to the Plaintiffs' claims submitted under the Waiver Agreements. Defendants memorialized the reasons for claims denials in its claim reports, which provide an objective basis to identify class membership (along with other identifying indicia related to the applicable contracts). The Court has already conducted a full analysis of ascertainability and concluded "members of the proposed class are readily ascertainable" through objective criteria by resort to the Defendants' claims report records. ECF 160, at 10. Ascertainability remains satisfied for the purposes of preliminary approval as well.

***B. The Settlement Class Satisfies Fed. R. Civ. P. 23(a).***

Under Rule 23(a), the plaintiff must establish that: "(1) the class is so numerous that joinder of all members is impracticable (numerosity); (2) there are questions of law or fact common to the class (commonality); (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class (typicality); and (4) the representative parties will fairly and adequately protect the interests of the class (adequacy)." *Compound Prop. Mgmt. LLC v. Build Realty, Inc.*, 343 F.R.D. 378, 394 (S.D. Ohio 2023).

As the Court found in Opinion and Order granting class certification, each of those prerequisites is satisfied here.

***1. Numerosity***

Numerosity is satisfied because "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "While no strict numerical test exists to define numerosity under Rule 23(a)(1), 'substantial' numbers of affected consumers are sufficient to satisfy this requirement." *Glazer v. Whirlpool Corp.*, 722 F.3d 838, 852 (6th Cir. 2013) (quoting *Daffin v. Ford Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006)). The "sheer number of potential litigants in a class, especially if it is more than several hundred, can be the only factor needed to satisfy Rule 23(a)(1)." *Bacon v. Honda of Am. Mfg.*, 370 F.3d 565, 570 (6th Cir. 2004) (holding that 800 class

members was sufficient); *cf. Afro Am. Patrolmens League v. Duck*, 503 F.2d 294, 298 (6th Cir. 1974) (holding that 35 class members was sufficient); *Pansiera v. Home City Ice Co.*, 341 F.R.D. 223, 231 (S.D. Ohio 2022) (“Often, ‘a class of 40 or more members is sufficient to meet the numerosity requirement.’”). Plaintiffs may establish numerosity by offering a “reasonable estimate” of the class size. *Bechtel v. Fitness Equip. Servs.*, 339 F.R.D. 462, 478 (S.D. Ohio 2021) (quoting *Bentley v. Honeywell Int’l, Inc.*, 223 F.R.D. 471, 480 (S.D. Ohio 2004)); *see also Senter v. Gen. Motors Corp.*, 532 F.2d 511, 523 (6th Cir. 1976) (holding that courts may rely on “reasonable inferences” to support a finding of numerosity).

The parties have identified 736 Settlement Class Members and joinder of all is plainly impracticable. Therefore, numerosity is satisfied.

## 2. Commonality

Commonality is satisfied where a case presents “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). The commonality requirement asks whether claims “depend upon a common contention” that is “of such a nature that it is capable of class[-]wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2556 (2011). A “common question is one where the same evidence will suffice for each member to make a prima facie showing or the issue is susceptible to generalized, class-wide proof.” *Martin v. Behr Dayton Thermal Prods. LLC*, 896 F.3d 405, 414 (6th Cir. 2018) (quoting *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016)). “Rule 23(a)(2) requires that the class identify only one common question,” but that question “must matter to the merits.” *Doster v. Kendall*, 54 F.4th 398, 430 (6th Cir. 2022) (*Doster II*). ). Even a single common question will do. *Kalkstein v. Collecto, Inc.*, 304 F.R.D. 114, 120 (E.D.N.Y. Jan. 5, 2015).

The central common questions here include whether Defendants denied eligible claims under the Waiver Agreements for reasons not set forth in those agreements' terms and conditions—a question answerable on a class-wide basis by reference to Defendants' uniform denial practices and form documents.

**3. Typicality.**

The typicality requirement necessitates that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). A plaintiff's claims generally will be ‘typical’ of the class's when all of them arise from the same course of conduct’ and assert the ‘same legal theory.’ *Doster v. Kendall*, 54 F.4th 398, 438 (6th Cir. 2022) (internal citation and quotations omitted); *see also Mays v. LaRose*, 951 F.3d 775, 793 (6th Cir. 2020) (noting that commonality and typicality “tend to merge”).

Here, each Class Representative's claim arises from the same course of conduct as the claims of every Settlement Class Member: the denial of eligible wear-and-tear claims for reasons not set forth in the Waiver Agreement. Their claims arise from the same contractual provisions and the same alleged practices. Typicality is satisfied.

**4. Adequacy.**

Adequacy scrutinizes whether Class Representatives and their counsel “will fairly and adequately protect the interests of the class. Fed. R. Civ. P.” 23(a)(4). The Sixth Circuit has articulated a two-pronged adequacy test: “1) the representative must have common interests with unnamed members of the class, and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel.” *Young*, 693 F.3d at 532 (quoting *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1083 (6th Cir. 1996)); *City of N. Royalton v. McKesson Corp.*, 976 F.3d 664, 692 (6th Cir. 2020) (same). Both prongs are satisfied here.

First, as discussed in the context of typicality, the Class Representatives claims arise from the same course of conduct as the claims of the Settlement Class Members, so their interests are aligned with those of the class. The Class Representatives have no interests antagonistic to the interests of other Settlement Class Members. All were subject to the same conduct by Defendants—the denial of eligible claims under Waiver Agreements for reasons not set forth in those agreements’ terms and conditions—and suffered the same types of damages. Each Class Representative has demonstrated his commitment to the class by actively participating in the litigation, including responding to discovery, reviewing and providing input on key documents, and conferring regularly with counsel throughout the settlement process. Schlanger Decl. ¶ 26; Rothfarb Decl. ¶ 32.

Second, Plaintiffs vigorously prosecuted the Class’s interest by pursuing substantial discovery and litigating this case through summary judgment and class certification. In addition, Plaintiffs have retained counsel experienced in litigating and resolving class actions generally, including consumer protection litigation in particular, and demonstrated their commitment to vigorously prosecuting this case. Schlanger Decl. ¶¶ 17-18, 23, 28-30, and 31-58; Rothfarb Decl. ¶¶ 7-13 and 35-48. Adequacy is satisfied.

***C. The Settlement Class Satisfies Fed. R. Civ. P. 23(b)(2).***

Under Rule 23(b)(2), a Court is permitted to certify a class action when “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.”

In certifying the class pursuant to Rule 23(b)(2), the Court previously held as follows:

The Court agrees with Plaintiff’s theory that the monetary damages in this case are incidental. As Plaintiff articulates, the monetary damages threshold is low, as members of the proposed class are entitled to a maximum of \$1,000 for each separate occurrence, subject to a maximum of \$5,000. Additionally, calculating the damages awarded to each class member is a

simple mathematical calculation. Even though each Plaintiff will likely be entitled to a unique amount, the monetary damages are not dependent on each individual member's injuries. Put differently, the damages in this case are capable of computation by means of objective standards.

ECF 160, at 16. This same analysis remains applicable to certification of the Settlement Class for the purposes of preliminary approval.

***D. The Settlement Class Satisfies Fed. R. Civ. P. 23(b)(3).***

Certification of the Settlement Class is also appropriate pursuant to Fed. R. Civ. P. 23(b)(3), which has two components: predominance and superiority. Both are satisfied here.

***1. Predominance.***

Predominance is satisfied where “questions of law or fact common to class members predominate over any questions affecting only individual members.” Fed. R. Civ. P. 23(b)(3). “The predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues. When one or more central issues to the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some other affirmative defenses peculiar to some individual class members.” *Martin*, 896 F.3d at 414 (quoting *Tyson Foods*, 577 U.S. at 453).

This case is particularly well suited for settlement class treatment because the focus of the claims is on Defendants' common conduct—denial of eligible claims for reasons not set forth in the Waiver Agreements—and that conduct was uniform across the class. As discussed under commonality, Plaintiffs would seek to establish almost every element of their breach of contract claim through common proof. This strongly supports a finding of predominance. *Cf. Glazer*, 772

F.3d at 858 (“A plaintiff class need not prove that each element of a claim can be established by classwide proof”); *Comp. Prop. Mgmt.*, 343 F.R.D. at 406 (same).

Further, there are no individual questions that undermine predominance. Defendants have not presented any substantial evidence of individualized defenses and they will not do so now that the parties have reached a settlement. *See Bridging Communities Inc. v. Top Flite Fin. Inc.*, 843 F.3d 1119, 1125-26 (6th Cir. 2016) (holding that affirmative defenses are only relevant to class certification if they are supported by legally sufficient, non-speculative evidence). If the Court or a jury agrees with Plaintiffs’ theory of liability, the Class Members have necessarily been paid less than what they were entitled under the Waiver Agreements, which means that the individualized question as to damages goes to the *quantum* of damages, rather than the *fact* of injury, which are well-established as non-issues under Rule 23(b)(3). *See Glazer*, 772 F.3d at 850 (“[I]ndividual damages calculations do not preclude class certification under Rule 23(b)(3).”); *Comp. Prop. Mgmt.*, 343 F.R.D. at 409 (“To be sure, determining the *quantum* of harm suffered, if any, requires an individualized assessment. But that is often the case in class actions, and it rarely prevents certification.”). Therefore, common questions predominate.

## 2. Superiority.

Superiority is satisfied because “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). This requirement “aims to achieve economies of time, effort, and expense, and promote uniformity of decisions as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.” *Martin*, 896 F.3d at 415 (cleaned up) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 615 (1997)).

A class action is generally superior when “the cost of litigation would dwarf any potential recovery.” *Glazer*, 772 F.3d at 861. “And when a threshold common issue predominates, a class

action is often the preferable form of litigation.” *Hicks*, 965 F.3d at 464. “The superiority requirement is often met where class members’ claims would be too small to justify individual suits, and a class action would save litigation costs by permitting the parties to assert their claims and defenses in a single proceeding.” *Kaye v. Amicus Mediation & Arbitration Group, Inc.*, 300 F.R.D. 67, 81 (D. Conn. 2014). Where class members are unlikely to be willing or able to pursue relief on an individual basis given the individual amounts at issue, class-wide settlement is often the superior method of resolving these claims. *See Zivkovic v. Laura Christy LLC*, 329 F.R.D. 61, 76 (S.D.N.Y. 2018).

Resolution of all Settlement Class Members’ claims in a single proceeding will promote judicial efficiency and avoid inconsistent opinions. *See Gen. Tel. Co. of the Sw. v. Falcon*, 457 U.S. 147, 155 (1982). Further, because the claims are being certified for purposes of settlement, the Court need not consider manageability issues. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried,, would present intractable management problems).

In this case, although the amount of damages suffered per class member is not trivial, many class members may lack the resources necessary to realistically pursue their claims on an individual basis. *See Just Film, Inc. v. Buono*, 847 F.3d 1108, 1123 (9th Cir. 2017) (“The individual damages of each merchant are too small to make litigation cost effective in a case against funded defenses and with a likely need for expert testimony.”); *Campbell v. Pricewaterhousecoopers*, 253 F.R.D. 586, 605 (E.D. Cal. 2008) (holding that superiority was satisfied because “individual litigation against a well-funded defendant would be cost prohibitive”). But by aggregating those claims, the Court may resolve the threshold common questions of whether Defendants breached the Waiver Agreements as alleged by Plaintiffs by

virtue of their royalty calculation methodology, thereby adjudicating in a single stroke claims that otherwise may never have been heard. *See Hicks*, 965 F.3d at 464 (holding that superiority was satisfied “because a threshold common issue predominates . . . and because Plaintiffs’ ability to obtain relief through individual damages suits is likely not economically feasible”).

Moreover, Defendants, in order to facilitate the settlement, have taken substantial efforts to make a class-wide settlement manageable. With the assistance of outside counsel, Defendants will conduct an extensive review of their claims records to identify contact information of the potential class members and will provide that supporting data to the Settlement Administrator. Settlement Agreement § 4(b).

Accordingly, superiority is satisfied and preliminary approval may be granted premised on Rule 23(b)(3).

### **III. The Proposed Notice Program Is Constitutionally Sound.**

If the court determines that it will “likely be able to” approve the settlement, it must “direct notice in a reasonable manner to all class members who would be bound” by the proposed settlement. Fed. R. Civ. P. 23(e)(1)(B). Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B). The amendments to Rule 23(c)(2)(B) provide that “notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” To comply with due process, notice must be “the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Amchem Prods.*, 521 U.S. at 617. The notice must state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the

class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). Fed. R. Civ. P. 23(c)(2)(B).

The parties have developed a notice program that will be administered by the Settlement Administrator. The Email/Postcard Notice will be sent to each Settlement Class Member by email and/or postcard, using contact information provided by Allegiance within ten (10) business days of execution of the Settlement Agreement. Settlement Agreement § 4(b). Where the Settlement Administrator is provided with both a valid email address and a valid mailing address, notice will be sent by both methods. *Id.* § 4(c). “Notice of class actions by email have now become commonplace.” *Knox v. John Varvatos Enters.*, 282 F. Supp. 3d 644, 667 (S.D.N.Y. 2017); *see also Hawkins v. Extended Life Home Care, Ltd.*, No. 2:18-CV-344, 2019 U.S. Dist. LEXIS 30887, at \*9 (S.D. Ohio Feb. 27, 2019) (“The trend in the Southern District of Ohio, however, is to allow notice by mail and email to ensure that putative class members receive notice of the pending action.”) (internal citation and quotation omitted).

For mailed notices returned as undeliverable without a forwarding address, the Settlement Administrator will use standard skip-tracing devices to obtain updated address information and re-mail as soon as reasonably practicable. Settlement Agreement § 4(c). The Long Form Notice will be posted on the Settlement Website established by the Settlement Administrator. Settlement Agreement § 4(d). Notices must be sent within thirty (30) days of the entry of the Preliminary Approval Order (the “Notice Deadline”). Settlement Agreement § 4(c); Proposed Preliminary Approval Order ¶ 24. Prior to the Final Approval Hearing, the Settlement Administrator will

submit to the Court a declaration of compliance with the notice provisions. Proposed Preliminary Approval Order ¶ 25.

The Long Form Notice and Email/Postcard Notice are both written in plain English to facilitate understanding. They include key information about the settlement, including the deadlines to opt out or object, and the date of the Final Approval Hearing. The notices state the amounts of the fee and cost award Class Counsel will request and the service awards Class Representatives will request. The notices disclose that, by participating in the Settlement, Settlement Class Members give up the right to sue Defendants for the conduct at issue. The notices direct Settlement Class Members to the Settlement Website for further information. Settlement Agreement § 4, Exhibits 1 and 2.

Settlement Class Members will have sixty (60) days from the Notice Deadline to object to or opt out of the settlement. Settlement Agreement §§ 1(b), 1(c), 10, and 11. The Settlement Administrator will track and process any opt-out requests and provide a list of individuals who have excluded themselves to the parties. *Id.* § 10(b).

**IV. The Court Should Schedule a Final Approval Hearing.**

The next steps in the settlement approval process are to schedule a Final Approval Hearing, notify Settlement Class Members of the settlement and hearing, and provide Settlement Class Members with the opportunity to object, opt out, or comment on the Settlement. The parties propose the following schedule (also contained in the Proposed Preliminary Approval Order):

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 Bar Date to Opt Out

Last day for Class Members to opt-out of Settlement (Bar Date to Opt Out)	60 days after the Notice Deadline
Last day for Class Members to object to the Settlement (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 by the Court, but no earlier than 120 days after entry of Preliminary Approval Order

**CONCLUSION**

For the foregoing reasons, Class Representatives and the Class respectfully request that the Court grant their motion for preliminary approval of the Settlement Agreement.

Dated: April 3, 2026

Respectfully submitted,

/s/ Evan S. Rothfarb

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*Attorneys for Plaintiffs and the Class*

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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

*Plaintiffs,*

v.

ALLEGIANCE ADMINISTRATORS, LLC  
d/b/a PERFORMANCE FIRST and  
AUTOGUARD ADVANTAGE  
CORPORATION,

*Defendants.*

**Case No.: 2:20-cv-03411**

**Judge James L. Graham**

**Magistrate Judge Kimberly A. Jolson**

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**DECLARATION OF DANIEL A. SCHLANGER IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

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DANIEL A. SCHLANGER, an attorney duly licensed to practice law in the State of New York and New Jersey, and admitted pro hac vice to practice in this Court, does hereby declare under the penalty of perjury that the following is true and correct:

1. I am the Managing Partner at Schlanger Law Group, LLP, counsel for Plaintiffs and the certified Class, and am familiar with the facts and documents relevant to this litigation and the proposed settlement.

2. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement dated April 3, 2026.

3. Specifically, I make this Declaration to provide information regarding the proposed settlement and set before the Court my credentials and experience in light of the class action Settlement Agreement and Release between the parties, which designates me as Class Counsel.

4. I also provide this declaration to provide additional information regarding the settlement negotiations in this matter, which underscore the fairness of the proposed settlement, and to provide other pertinent information.

**I. The Proposed Settlement:**

5. The Settlement Class consists of all 736 consumers who entered into Excess Wear & Tear Protection Waiver Agreements ("Waiver Agreements") with Defendants to provide coverage for leased vehicles and who submitted eligible claims that were denied for reasons not set forth in the terms and conditions of the Waiver Agreements.

6. Specifically, the Settlement Class is defined as:

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.

7. The settlement terms constitute an extremely favorable outcome for the Settlement Class, with each class member receiving a pro-rata share of the Adjusted Common Fund equal to their denied claims under the Waiver Agreement (adjusted by any deductibles or payout maximums) as a proportion of the total unpaid claims of all class members.

8. Prior to settlement, to settlement, Class Counsel reviewed and analysis of a substantial volume of the claims-related documents and data produced by Defendants, including the approval and denial dataset for all the Waiver Agreements issued by Defendants. This review provided a thorough understanding of the scope the Class and its damages, as well as the strengths and weaknesses of the individual claims.

9. Based on this discovery and analysis, the sum of the improperly denied claims at issue in this litigation totaled \$614,201.97

10. The Settlement Class will receive approximately 44% of their damages under the proposed settlement.

11. Specifically:

- The total, gross Common Fund in this litigation is \$450,000. Settlement Agreement Sections 1(f) and 7(a).
- Consistent with the Settlement Agreement, Class Counsel anticipates requesting attorney's fees of up to 1/3 of this Common Fund (\$150,000) plus reimbursement of \$8,111.07 in costs. Settlement Agreement Section 7(d)(i).
- Consistent with the Settlement Agreement, the Class Representatives, Mr. Cohen, Mr. Fischer, and Mr. Rosenberger, each request a service award of \$7,500 (totaling \$22,500) for their efforts on behalf of the class. Settlement Agreement 7(d)(ii).
- Importantly, the costs of settlement administration (up to \$20,000) shall be borne by Allegiance and shall not be paid from the Common Fund. Settlement Agreement Section 4(g).
- Accordingly, the Adjusted Common Fund to be disbursed to the class under the proposed settlement will be \$269,388.93 (after deducting attorneys' fees, costs, and service awards from the \$450,000 Common Fund).
- The average amount of denied claims, based on the discovery provided pre-settlement, is \$933.76.
- The average (mean) payout per settlement class member, net of fees, costs, named plaintiffs' service awards is \$110.72.

12. Each settlement class member's compensation will be calculated on a pro-rata basis in light of the amount of that particular consumer's denied claims (adjusted by any deductibles or payout maximums) as a proportion of the total unpaid claims of all class members. In no event shall payment to any class member exceed the claims alleged to have been improperly denied under the Waiver Agreement. Settlement Agreement 7(d)(iii).

13. In short, each class member will receive 44% of his/her damages.

14. There will be no claims process. Payment will be issued to each settlement class member upon final approval.

15. Plaintiffs have achieved this outstanding result after five and a half years of litigation, including defending against multiple dispositive motions to dismiss, extensive discovery replete with disputes, individual and corporate depositions, multiple court hearings, several days of mediation, and class certification.

16. Following the settlement-in-principle after the mediation sessions in this case and the execution of a term sheet on December 16, 2025, the parties negotiated extensively regarding the language and details set forth in the formal settlement documents and all exhibits (including the short form notice, long form notice, and proposed preliminary approval order).

## **II. Representation in this Matter and Settlement Negotiations**

17. I have acted as one of the lead attorneys in this matter at all relevant times, including identifying and investigating the claims in this case, working on all phases of the litigation from its inception to date – including all motion practice and discovery – and have participated actively in all aspects of the parties' settlement.

18. I have zealously represented the Class Representatives and the Class.

19. Furthermore, the settlement reached by the parties in this action is the result of extensive, arm's-length settlement negotiations, including mediation sessions conducted with the assistance of James Ryan, a well-respected private mediator with extensive experience in resolution of class action litigation.

20. Specifically, the parties engaged in mediation on April 4, 2025, and July 18, 2025, with James Ryan acting as mediator.

21. While no settlement was reached in the two mediation sessions, progress was made, and the parties came to a settlement-in-principle on September 17, 2025.

22. The settlement was reached after multiple motions to dismiss, multiple discovery disputes, individual and corporate depositions, multiple court hearings, several days of mediation, and class certification on October 14, 2024 (ECF 160), as well as extensive discovery (including multiple meet and confers, extensive review of document production, and multiple depositions).

23. My firm has zealously represented Plaintiffs and the Settlement Class throughout this litigation.

24. I strongly believe that the settlement reflects a superb result for the class and is eminently fair.

25. The continued litigation of this action poses significant risks, including potential de-certification of the Class; merits-based defenses; diminished recovery for the Class from continuing litigation expenses (without any statutory fee-shifting); and adverse trial and appellate decisions.

26. Furthermore, the named plaintiffs, Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger, have been meaningfully involved in this matter at every phase of the litigation. They participated in discussing the issues underlying this case; reviewing, commenting upon and

approving the Complaint; responding to discovery; sitting for depositions; reviewing and consulting with counsel regarding the Court's substantive decisions; consulting with counsel regarding proposed resolutions; and reviewing and approving the proposed settlement terms now before the Court.

27. Mathew R. Wilson his law firm Meyer Wilson Werning Co., LPA served as local counsel in this matter.

28. Mr. Wilson and his firm have provided strategic advice guiding the litigation of this matter as well as extensive guidance on local practices in the U.S. District Court for the Southern District of Ohio, where he and his law firm regularly appear, including a supporting role in the Hearing on class certification.

29. Mr. Wilson has been court-appointed class counsel in numerous consumer protection cases in Ohio, including its federal courts, and across the country. He regularly represents individuals in matters involving defective products, privacy of medical information, violations of the federal telephone consumer protection statute ("TCPA"), credit problems, securities fraud, wage theft, and deceptive advertising.

30. Class Counsel also affiliated with Eliahu Sarfaty of Sarfaty & Associates, PC, counsel in the community where the Class Representatives reside. Mr. Sarfaty provided support in counseling the Class Representatives, answering their questions, and helping them prepare for depositions.

### **III. Qualifications and Experience**

31. I previously set forth my qualifications in connection with Plaintiff's motion for class certification (ECF 138-1 and 138-2).

32. I submit my updated qualification information here for ease of reference.

33. I am a 2004 graduate of Harvard Law School, *cum laude*.

34. Following law school, law school, I clerked for one year on the United States Court of Appeals for the 11th Circuit for the Honorable R. Lanier Anderson, III.

35. From mid-2006 through mid-2007, I worked as a staff attorney at the Legal Aid Society of Cleveland, where I was a member of the Consumer Protection practice group.

36. I joined Schlanger Law Group's predecessor firm, Schlanger & Schlanger, LLP, as a partner in August, 2007.

37. My practice has focused virtually exclusively on representation of consumers pursuant to federal and state consumer protection statutes.

38. The large majority of these litigations have involved affirmative individual or class action claims brought in federal court.

39. Attached hereto as Exhibit 1 is a true and correct copy of a table of "Selected Consumer Litigation for Daniel A. Schlanger", which contains a detailed listing of over 100 such matters I have handled since going into private practice in 2007. These matters include class actions, individual cases, appeals, and fully litigated arbitrations.

40. I have also resolved a large number of consumer claims under state and federal consumer protection statutes at the pre-litigation stage.

41. I am a member in good standing of the bar of the states of New Jersey and New York and of the U.S. District Courts for the Southern, Western, and Eastern Districts of New York and the District of New Jersey.

42. I am also a member in good standing of the U.S. Court of Appeals, Second Circuit and the U.S. Supreme Court.

43. I am also admitted in Ohio and was in good standing there until I took inactive status in 2013.

44. I am a former member of the New York City Bar Association Professional Responsibility Committee, serving from 2009-2010.

45. From 2010 to Fall 2013, I served on the New York City Bar's Civil Court Committee.

46. From Fall 2013 to Spring 2015, I served on the New York City Bar's Consumer Affairs Committee.

47. I am a member of the National Association of Consumer Advocates, and served from 2010 through 2012, and from Spring 2015 through 2020 on that organization's Education/Professional Development Committee.

48. From 2020 through 2022, I served on the National Association of Consumer Advocates Issues Committee (which is responsible for that organization's amicus participation in appellate cases across the country, including the U.S. Supreme Court).

49. From December 2022 through May 3, 2023, I served as the co-chair for the 2023 National Association of Consumer Advocates Class Action Workshop (held in New Orleans, LA on May 2 and 3, 2023).

50. I served on the National Association of Consumer Advocates' Membership Committee for approximately two years, ending earlier this year.

51. I served on the Monroe County (NY) Bar Association's President's Commission on Access to Justice for approximately two years, ending earlier this year.

52. I speak regularly on consumer law topics at CLE events and in other lawyer-focused fora. For example;

- On November 14, 2025, I co-presented a CLE on “Crypto and Emerging Payment Technologies” at the 2025 Annual Consumer Litigation Rights Conference, in Washington, D.C.
- On March 13, 2025, I co-presented a CLE on “The Basics of Consumer Banking: Deposit Accounts and Related Products” at the Practising Law Institute’s 2025 Consumer Financial Services Fundamentals Conference.
- On May 7, 2024, I presented a CLE for the Empire Justice Center’s Statewide Domestic Violence Task Force and the Crime Victims Legal Network, titled “Holding Financial Institutions And Credit Reporting Agencies Responsible For Identity Theft And Other Unauthorized Charges: A Primer For Victims’ Advocates”;
- On June 4, 2024, I presented to the Monroe County Bar Association’s Solo and Small Practice Committee on “Consumer Fraud and Identity Theft”;
- On May 2, 2023, I co-presented a CLE at the National Association of Consumer Advocates/National Consumer Law Center Spring Training, titled “Emerging Areas in Class Actions”;
- On December 6, 2022, I co-presented a CLE at the Practising Law Institute’s 2022 Annual Consumer Financial Services Institute titled “Deposit Account Litigation Update”;
- On May 28, 2021, I presented a Lawline CLE titled, “Representing Victims of Identity Theft And Other Unauthorized Charges: Federal Claims Against Financial Institutions & Credit Bureaus”;

- On May 25, 2021, I presented a Lawline CLE titled, “Representing Victims of Inaccurate Credit Reporting: Identifying & Litigating Fair Credit Reporting Act Claims”;
- On March 12, 2019, I co-presented a CLE at the National Consumer Law Center Conference titled, “Valuing Companies for FDCPA Class Actions: Dealing with Claims of Low, No or Negative Net Worth”;
- On February 8, 2017, I presented a Lawline CLE titled “Using TILA To Challenge Predatory Auto Lending”;
- On July 28, 2016, I presented a Lawline CLE on “The Fair Debt Collection Practices Act: Bringing Suit Based On State Court Litigation And Judgment Enforcement Misconduct”;
- On October 11, 2015, I presented regarding FDCPA issues at the advanced FDCPA litigator’s session of the National Consumer Litigation Conference, in San Antonio, Texas;
- In September 2015, I presented a National Association of Consumer Advocates webinar on assignee liability in auto fraud cases;
- In Fall 2012, I presented a webinar for the National Association of Consumer Advocates regarding consumer law practice management and case selection issues;
- I also served as a panelist for a CLE training for volunteer attorneys on consumer protection issues, sponsored by the New York City Bar Association and Fordham Law School’s Feerick Center for Social Justice (Spring 2012).

53. From mid-2012 through Spring 2014, I served as the Chair of the Westchester CLARO program’s Steering Committee.

54. In May of 2013, I was awarded a New York State Bar Association's President's award for my pro bono work on behalf of consumers.

55. In August 2013, I was awarded the White Plains, New York Rotary Club's annual award for business ethics.

56. I have been quoted on consumer law matters in the press, including the New York Times ("Debts That Won't Die", July 30, 2010)("A Warranty She Didn't Want", May 7, 2011), the American Bar Association Journal ("Payback: Lawyers on Both Sides of Collection Are Feeling Debt's Sting, December 1, 2010) and the Wall Street Journal ("After He Fell for a \$40K Phone Scam, His Bank Offered to Help—If He Stayed Quiet", January 31, 2020)

57. As set forth in the attached list of selected cases, I have been appointed class counsel in numerous consumer class action cases.

58. More generally, I am a committed, skilled, knowledgeable, and well-respected federal consumer protection litigator.

59. For the foregoing reasons, the proposed class settlement should be preliminarily approved in all regards.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 1, 2026

Respectfully Submitted,

/s/ Daniel A. Schlanger

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# **EXHIBIT A**

**SELECTED CONSUMER LITIGATION  
DANIEL A. SCHLANGER**

**I. Selected Federal Litigation**

**A. Consumer Class Action Litigation**

- i. *Carrillo v. Wells Fargo Bank, N.A.*, 2:18-CV-03095 (E.D.N.Y.) (approved TILA/breach of contract class action). *See*, 2019 U.S. Dist. LEXIS 80634 (E.D.N.Y. May 10, 2019);
- ii. *Cheng v. HSBC Bank USA, N.A.*, 20-CV-1551 (E.D.N.Y.);
- iii. *Coble, et al. v. Cohen & Slamowitz, et al.*, 11-CV-01037 (S.D.N.Y.) (approved FDCPA/GBL class action). *See*, 824 F. Supp. 2d 568 (S.D.N.Y.) (denying defendants' motion to dismiss);
- iv. *Cohen et al. v. Allegiance Administrators, LLC d/b/a Performance First*, 20-CV-03411 (S.D.OH) (pending class action). *See*, 2022 U.S. Dist. LEXIS 69692 (S.D. Ohio Apr. 15, 2022);
- v. *Daisley v. West Creek Financial, Inc.*, 1:18-CV-03555 (E.D.N.Y.) (approved rent-to-own class action);
- vi. *Diallo v. Immediate Credit Recovery, Inc. et al.*, 1:18-CV-00470 (E.D.N.Y.) (approved FDCPA/GBL class action);
- vii. *De La Paz v. Rubin & Rothman, LLC & Keith Rothman*, 11-CV-9625 (S.D.N.Y.) (approved FDCPA/GBL class action);
- viii. *Granados v. OnPoint Community Credit Union*, 21-cv-00847 (Dist. Oregon) (approved EFTA class action);
- ix. *In re Midland Funding LLC Interest Rate Litigation*, 11-CV-814 (S.D.N.Y.) (approved FDCPA/usury class action). *See*, 2015 U.S. App. 8483, 786 F.3d 246 (2d Cir. 2015); 2017 U.S. Dist. LEXIS 27109 (S.D.N.Y. Feb. 27, 2017);
- x. *In re Porsche Cars North America, Inc., Plastic Coolant Tubes Products Liability Litigation*, 11-MD-2233 (Consolidated in S.D. Ohio) (approved MDL product defects class action) (member, executive committee). *See*, 880 F. Supp. 2d 801 (S.D. Ohio 2012); 2014 U.S. Dist. LEXIS 88693 (S.D. Ohio June 30, 2014) *aff'd* summary order (6<sup>th</sup> Cir. 14-3421, 7/13/15)
- xi. *Jurs v. Transworld Systems Inc.* 17-CV-1030 (N.D.N.Y.) (approved FDCPA/GBL class action);

- xii. *Klippel v. Portfolio Recovery Associates, LLC, et al.*, 15-CV-1061 (N.D.N.Y.) (approved FDCPA/GBL class action);
- xiii. *Lojewski et al. v. Group Solar USA, LLC, et al.*, 1 : 22-cv-10816 (S.D.N.Y). See, 203 F. Supp. 3d 342. (approved GBL/Retail Instalment Sales Act class action) ;
- xiv. *Miranda v. CACH LLC, et al.*, 15-CV-0627 (N.D.N.Y.) (approved FDCPA/GBL class action);
- xv. *Moy v. Eltman, Eltman & Cooper, PC*, 12-CV-02382 (E.D.N.Y.) (approved FDCPA/GBL class action);
- xvi. *Nelipa, et al. v. TD Bank, N.A.*, 21-cv-01092 (E.D.N.Y.) (pending EFTA class action);
- xvii. *Silver v. Livewatch Security, LLC d/b/a Brinks Home Security f/k/a Bolster LLC d/b/a Safemart, et al.*, 20-CV-02478 (E.D.N.Y.) (case at bar) (approved GBL/Breach of Contract class action);
- xviii. *Sessa v. Linear Motors, LLC, et al.*, 19-CV-9914 (S.D.N.Y.) (pending TILA and FCRA class action);
- xix. *Sparkman v. Comerica Bank*, 23-cv-2028 (N.D.CA) (approved EFTA class action);
- xx. *Thomas v. Sherwin Robins, et al.*, 16-CV-2529 (N.D.Ga) (approved FDCPA class action). See, 2017 U.S. Dist. LEXIS 227255 (N.D. Ga. Sep. 7, 2017);
- xxi. *Tito v. Rubin & Rothman, LLC & Keith Rothman*, 12-CV-3464 (E.D.N.Y.) (approved FDCPA/GBL class action);
- xxii. *Winslow v. Forster & Garbus, LLP, et al.*, 15-CV-02996 (E.D.N.Y) (approved FDCPA/GBL class action). See 2017 U.S. Dist. LEXIS 205113 (E.D.N.Y. Dec. 13, 2017) (certifying class and denying Defendant's motion for Summary Judgment);

B. Individual Fair Debt Collection Practices

- i. *Blair v. Forster & Garbus*, 09-CV-2407 (S.D.N.Y.);
- ii. *Bolaños v. Arrow Financial Services, LLC and Rubin & Rothman, LLC*, 10-CV-07243 (S.D.N.Y.);

- iii. *Buelow v. Plaza Motors of Brooklyn, Inc. d/b/a Plaza Honda*, 17-cv-04288 (E.D.N.Y.);
- iv. *Darby v. Palisades Collection, LLC and Pressler & Pressler, LLP*, 11-CV-1673 (E.D.N.Y.);
- v. *Dewey v. Midland Credit Management, Inc. et al.*, 10-CV-7857 (S.D.N.Y.);
- vi. *Diaz v. Portfolio Recovery Assoc., LLC*, 10-CV-3920 (E.D.N.Y.) 2012 U.S. Dist. LEXIS 25802 (E.D.N.Y. Feb. 28, 2012), *adopted by, objections overruled by*, 2012 U.S. Dist. LEXIS 72724 (E.D.N.Y. May 23, 2012);
- vii. *DiMatteo v. Sweeney, Gallo, Reich & Bolz*, 13-CV-8451 (S.D.N.Y.) *See*, 2015 U.S. App. LEXIS 12250 (2d Cir. July 16, 2015)(reversing dismissal);
- viii. *Douyon v. NY Med. Health Care, P.C.*, 10-CV-3983 (E.D.N.Y.) *See*, 2011 U.S. Dist. LEXIS 47850 (E.D.N.Y. May 4, 2011) (striking defendants' answer and sanctioning defendants); 894 F. Supp. 2d 245 (granting in part and denying in part parties' cross motions for summary judgment), plaintiffs' motion for reconsideration granted at 2013 U.S. Dist. LEXIS 138053 (E.D.N.Y. Sept. 25, 2013); 49 F. Supp. 3d 328 (E.D.N.Y. 2014) (awarding attorney's fees);
- ix. *Hauseman v. Consumer Recovery Associates and ICS & Associates*, 11-CV-00772 (E.D.N.Y.);
- x. *Healy v. Enterprise Recovery Systems, LLC*, 11-CV-3295 (S.D.N.Y.);
- xi. *Hernandez v. Erin Capital Mgmt., LLC*, 10-CV-1695 (C.D.Ca.) *See*, 2011 U.S. Dist. LEXIS 114133 (C.D.Ca 2011);
- xii. *Levy v. Law Offices of J. Henry Nierman, et al.*, 17-CV-004022 (S.D.N.Y.);
- xiii. *Mason v. Midland Credit Management, Inc.*, 12-CV-4861 (S.D.N.Y.);
- xiv. *Molina v. Windels, Marx, Lane & Mittendorf, LLP*, 11-CV-02995 (S.D.N.Y.);
- xv. *Muradov v. Forster & Garbus LLP*, 15-CV-2276 (S.D.N.Y.);

- xvi. *O'Connor v. Municipal Credit Union, et al.*, 17-cv-02860 (S.D.N.Y.);
- xvii. *Rathburn v. Sharinn & Lipshie, P.C. et al.*, 10-CV-04449, (S.D. Tex. 2010);
- xviii. *Renken-Sebastian v. Retrieval Masters Creditors Bureau, Inc.*, 14-CV 390, (S.D.N.Y.);
- xix. *Robert v. Cohen & Slamowitz, LLP*, 12-CV-2551 (E.D.N.Y.);
- xx. *Robertson v. Capital Management Services, P.C.*, 12-CV-4860 (S.D.N.Y.);
- xxi. *Ruffin v. Kirschenbaum & Phillips P.C., et al.*, 20-CV-05422 (S.D.N.Y.);
- xxii. *Santos et al. v. Metro Portfolios, Inc., et al.*, 20-CV-06706 (S.D.N.Y.);
- xxiii. *Shepherd v. Law Offices of Cohen & Slamowitz, LLP*, 08-CV-6199 (S.D.N.Y.).  
*See*, 668 F.Supp. 2d 579 (S.D.N.Y. 2009).
- xxiv. *Simmons v. Collection Bureau Hudson Valley. Inc.*, 08-CV-6407 (S.D.N.Y.);
- xxv. *Simmons v. Security Credit Systems. Inc.*, 08-CV-7701 (S.D.N.Y.);
- xxvi. *Singleton v. New Century Financial Services, Inc., et al.*, 10-CV-3982 (E.D.N.Y.);
- xxvii. *Taronji v. Mel S. Harris & Associates, LLC*, 08-CV-2126 (E.D.N.Y.);
- xxviii. *Thomas v. Kirschenbaum & Phillips, P.C., et al.*, 14-CV-06446 (S.D.N.Y.);
- xxix. *Trinidad v. David J. Gold, P.C. and David J. Gold, Esq.*, 11-CV-1744 (E.D.N.Y.);
- xxx. *Webster v. Asset Acceptance, LLC, et al.*, 11-CV-00670 (S.D.N.Y. 2011);
- xxxi. *Dempsey v. Navy Federal Credit Union*, 11-CV-0166 (E.D.N.Y. 2011) (FCBA);
- xxxii. *Johnston v. Capital One*, 11-CV-02269 (S.D.N.Y.) (FCBA);

xxxiii. *Vargas v. Kavulich & Associates, P.C.*, 16-CV-08680 (S.D.N.Y.);

xxxiv. *Velazquez v. Kavulich & Associates, P.C.*, 17-cv-07401 (S.D.N.Y.).

C. Auto Fraud Litigation

- i. *Ahmed v. Planet Motor Cars, Inc., Santander Consumer USA Holdings, Inc., et al.*, 15-CV-0284, (E.D.N.Y.);
- ii. *Alkhatib v. New York Motor Group., LLC*, 2015 U.S. Dist. LEXIS 72055 (E.D.N.Y.);
- iii. *Azimyt v. Truist Bank*, 2:23-cv-03390 (D.N.J.);
- iv. *Baccas, et al. v. Nissan of New Rochelle, et al.*, 17-CV-03207 (S.D.N.Y.);
- v. *Banon v. M&T Bank*, 14-CV-4691 (E.D.N.Y.);
- vi. *Chattopadhyay et al. v. Baron Auto Emporium et al.*, 21-cv-06695 (E.D.N.Y.);
- vii. *Chowdhury v. NY Motor Group, et al.*, Case No. 14-CV-2981 (E.D.N.Y.);
- viii. *De Los Santos v. Park Place of New Jersey, LLC, et al.*, Case No. 20-cv-11280 (D.N.J.);
- ix. *Dong v. NY Motor Group, et al.*, 14-CV-2980 (E.D.N.Y.);
- x. *Freire v. NY Motor Group, et al.*, 13-CV-7291 (E.D.N.Y.);
- xi. *Gabrys v. NY Motor Group, et al.*, 13-CV-7290 (E.D.N.Y.);
- xii. *Gaspard v. Kings Autoshow Inc. et al.*, 20-cv-02896 (E.D.N.Y.);
- xiii. *Giambrone v. BG Lenders Service, LLC*, 01-23-0004-1236 (AAA) (pending);
- xiv. *Gutierrez, et al. v. East Hills Chrysler-Plymouth Inc, et al.*, 17-CV-6953 (E.D.N.Y.);
- xv. *Islam, et al. v. Lee's Motors, Inc., et al.*, 17-CV-03955 (E.D.N.Y.). *See*, 2018 U.S. Dist. LEXIS 170998 (E.D.N.Y. Sep. 30, 2018);
- xvi. *Lawson v. Mercedes-Benz Financial Services USA LLC, et al.*, 21-cv-06014 (E.D.N.Y.);
- xvii. *Magliocca v. Auto Gallery Imports, et al.*, 09-CV-0766 (E.D.N.Y.);

- xviii. *Omilig v. Auto Mall 46, Inc.*, (AAA Case No. 18 420 00547) (arbitrated through decision, treble damages awarded);
- xix. *Pierre v. Planet Automotive, Inc., et al.*, 13-CV-675 (E.D.N.Y.), *See*, 2016 U.S. Dist. LEXIS 150557, 2016 WL 6459617 (E.D.N.Y. Oct. 31, 2016);
- xx. *Pyskaty v. Wide World of Cars, LLC and BMW Bank of North America*, 15-CV-1600 (S.D.N.Y.), 856 F.3d 216 (2d Cir. N.Y. May 10, 2017);
- xxi. *Roa v. Carsbucks, Inc.*, 17-CV-00817 (E.D.N.Y.);
- xxii. *San Antonio & Jimenez-Veloz v. Northern Auto Traders, LLC, et al.*, 11-CV-1415 (E.D.N.Y.);
- xxiii. *So v. Nemet Motors, LLC, et al.*, 11-CV-0168 (E.D.N.Y.);
- xxiv. *Tawiah v. Eternity Auto Center Corp., et al.*, 15-CV-02342 (E.D.N.Y.);
- xxv. *Thompson v. Rallye Motors, LLC*, JAMS Reference No. 1425008642 (settled at conclusion of JAMS arbitration, prior to decision);
- xxvi. *Vasquez v. Major World Chevrolet, LLC and Capital One Auto Finance, Inc.*, 16-CV-06815 (E.D.N.Y.);
- xxvii. *Velazquez v. L.I. Autoworld, Inc. d/b/a Generation Kia, et al.*, 20-cv-01055 (E.D.N.Y.).

D. Fair Credit Reporting Act/Identity Theft Litigation

- i. *Abdallah v. LexisNexis Risk Solutions FL, Inc., et al.*, 19-CV-03609 (E.D.N.Y.). *See*, 2021 U.S. Dist. LEXIS 248117 (E.D.N.Y. Dec. 30, 2021);
- ii. *Abdur-Rashid v. Citibank, N.A.*, 21-cv-06276 (E.D.N.Y.);
- iii. *Amaro v. Synchrony Financial*, 2:22-cv-02958 (D.N.J.);
- iv. *Ayala v. Sallie Mae et al.*, 21-cv-05322 (S.D.N.Y.);
- v. *Beckham v. One Finance, Inc. et al.*, 25-cv-00390 (W.D.N.C.) (pending)
- vi. *Bien-Aime v. Experian Information Solutions, Inc.*, 19-CV-06961 (E.D.N.Y.);
- vii. *Bien-Aime v. Nordstrom, Inc., et al.*, 19-CV-04701 (E.D.N.Y.);
- viii. *Blase et al. v. Ally Financial Inc., et al.*, 25-cv-00615 (E.D.N.Y.) (pending)
- ix. *Brefo v. JPMorgan Chase Bank, N.A.*, 19-CV-01338 (S.D.N.Y.);
- x. *Burman v. Citibank, N.A.*, 01-21-0016-1006 (AAA);

- xi. *Del Carlo et al. v. Vestwell State Savings, LLC et al.*, 25-cv-00746 (pending)
- xii. *Darminio v. JPMorgan Chase Bank, N.A.*, 7:22-cv-09434 (S.D.N.Y.);
- xiii. *Domingue v. Discover Financial Services, LLC, et al.*, 18-CV-06144 (E.D.N.Y.);
- xiv. *Dominik et al. v. Wells Fargo Bank, N.A., et al.*, 20-CV-04021 (E.D.N.Y.);
- xv. *Fields v. Equifax Information Services LLC, et al.*, 20-CV-0895 (S.D.N.Y.);
- xvi. *Fitzgerald v. Sunco*, 1:25-cv-03038 (E.D.N.Y.) (pending);
- xvii. *Francis v. Equifax Information Services LLC, et al.*, 20-CV-00584 (N.D.N.Y.);
- xviii. *Gomez v. JPMorgan Chase Bank, N.A.*, 5220000032 (JAMS);
- xix. *Green v. Capital One, N.A., et al.*, 20-CV-04655 (S.D.N.Y.). *See*, 2021 U.S. Dist. LEXIS 161837 (S.D.N.Y. Aug. 26, 2021);
- xx. *Haddad v. Citizens Bank, N.A., et al.*, 19-CV-06176 (W.D.N.Y.);
- xxi. *Hamilton v. Coinbase, Inc.*, 01-23-0005-0790 (AAA)
- xxii. *Hart v. Equifax Information Services LLC, et al.*, 19-CV-342 (N.D.N.Y.). *See*, 2019 U.S. Dist. LEXIS 167707 (N.D.N.Y. Sep. 30, 2019);
- xxiii. *Hasson v. HSBC Bank USA, N.A.*, 20-CV-1024 (S.D.N.Y.);
- xxiv. *Islam v. Experian Information Solutions, Inc., et al.*, 18-CV-01021 (E.D.N.Y.);
- xxv. *Jarnicki v. Equifax Information Services LLC, et al.*, 18-CV-10631 (S.D.N.Y.);
- xxvi. *Koniuk et al. v. TD Bank, N.A.*, 20-CV-02376 (E.D.N.Y.);
- xxvii. *Lara v. Santander Bank, N.A.*, 20-CV-00855 (E.D.N.Y.);
- xxviii. *Liu v. TD Ameritrade, Inc.*, 18-CV-6764 (E.D.N.Y.);
- xxix. *Lombardo v. Equifax Information Services LLC, et al.*, 20-CV-06813 (S.D.N.Y.);
- xxx. *Morgan v. Discover Bank, et al.*, 17-CV-2452 (E.D.N.Y.);
- xxxi. *Nguyen et al. v. JPMorgan Chase Bank, et al.*, 5100000028 (JAMS);
- xxxii. *Potente v. Equifax Information Services LLC, et al.*, 19-CV-04050 (S.D.N.Y.);
- xxxiii. *Pumphrey v. Coinbase*, 01-24-0003-1962 (AAA)

- xxxiv. *Regan v. Equifax Information Services LLC, et al.*, 17-CV-06167 (S.D.N.Y.);
- xxxv. *Somma v. Equifax Information Services LLC, et al.*, 19-CV-04716 (E.D.N.Y.);
- xxxvi. *Stewart v. American Express National Bank*, 19-CV-11432 (S.D.N.Y.);
- xxxvii. *Tracey v. Equifax Information Services LLC, et al.*, 17-cv-06166 (S.D.N.Y.);
- xxxviii. *Valdez v. TD Bank, N.A.*, 19-CV-02115 (E.D.N.Y.);
- xxxix. *Zimmer v. Jovia Financial Credit Union*, 24-cv-08499 (E.D.N.Y.) (pending);
- xl. *Zumbo v. Experian Information Solutions, Inc. et al.*, 17-cv-04820 (E.D.N.Y.).

E. Other Significant Federal Litigation

- i. *Anastassopoulos v. Hospital for Special Surgery, et al.*, 17-cv-04345 (S.D.N.Y.) (False Advertising and Medical Malpractice) (settled);
- ii. *Cisneros-Calderon, et al. v. Salinas*, 08-CV-6406 (S.D.N.Y.) (FLSA) (settled after entry of judgment);
- iii. *Mendoza et al v. G & M Foods*, 08-CV-4498 (S.D.N.Y.) (FLSA). *See*, 2008 U.S. Dist. LEXIS 120758 (S.D.N.Y. 2008) (settled).

II. **Selected State Court Litigation**

- i. *United States Bank Nat'l Ass'n v. Pia*, 2011 N.Y. Misc. LEXIS 4962 (N.Y. Sup. Ct. Oct. 7, 2011) (granting consumer rescission of home loan pursuant to the Truth In Lending Act); *affirmed* 106 A.D.3d 991 (2d Dept 2013); *leave to appeal denied*, 2013 LEXIS 2512 (Ct of Appeals, 9/17/13); 2014 N.Y. Misc. LEXIS 3841 (N.Y. Sup. Ct. Aug. 26, 2014) (holding bank in contempt for non-compliance with prior court orders and denying bank's motion to quash post-judgment discovery);
- ii. *Worldwide Asset Purchasing LLC v. Austin*, Index No. 85344/07 Bronx County Civil Court, *See Slip Op.* dated 8/7/12 (dismissing motion to enforce arbitration award, *inter alia*, on grounds that the arbitral form was institutionally biased against consumer).

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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

*Plaintiffs,*

v.

ALLEGIANCE ADMINISTRATORS, LLC  
d/b/a PERFORMANCE FIRST and  
AUTOGUARD ADVANTAGE  
CORPORATION,

*Defendants.*

**Case No.: 2:20-cv-03411**

**Judge James L. Graham**

**Magistrate Judge Kimberly A. Jolson**

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**DECLARATION OF EVAN S. ROTHFARB IN SUPPORT MOTION FOR  
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

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EVAN S. ROTHFARB, an attorney duly licensed to practice law in the State of New York and admitted pro hac vice to practice before this Court, does hereby declare under penalty of perjury that the following is true and correct:

1. I am a partner at Schlanger Law Group, LLP and am co-Class Counsel for the Class Representatives (Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger) and the proposed Settlement Class in this matter (which mirrors the Class that has been certified by the Court in this matter, *see* ECF 160).

2. I make this Declaration in support of the Class Representatives' Motion for Preliminary Approval of class action Settlement and Release.

3. I make this Declaration to provide information regarding the proposed settlement; provide information regarding the settlement negotiations in this matter, which underscore the

fairness of the proposed settlement; set forth my qualifications and experience as co-Class Counsel; and provide other pertinent information regarding Class Representatives' involvement in the litigation.

**I. History of the Litigation and Representation in this Matter**

4. This Court has presided over the instant case since 2020, and is already aware of the extensive litigation activity, including the hotly contested dispositive and class certification motions, and intensive discovery undertaken by the parties, including class-wide data queries, multiple depositions, and third-party discovery.

5. On July 7, 2020, the Class, through the Class Representatives, filed a putative class action complaint. As subsequently amended, the Class sought relief against Defendant Autoguard Advantage Corporation (Autoguard) and dismissed Defendant Allegiance Administrators, LLC d/b/a Performance First ("Allegiance" and together with Autoguard "Defendants"), alleging that Defendants improperly denied coverage under Excess Wear & Tear Protection Waiver Agreements ("Waiver Agreements") for reasons not set forth in the terms and conditions of those agreements.

6. The Class alleged that the Waiver Agreements were marketed and sold to consumers as additional protection against excess wear and tear charges assessed by lessors at the end of vehicle leases. Defendants agreed to bear responsibility for eligible excess wear and tear charges, subject only to the terms and conditions set forth in the Waiver Agreement. Plaintiffs contended that Defendants systematically denied eligible claims for reasons never listed as exclusions in the Waiver Agreements, in breach of those agreements and in violation of applicable consumer protection statutes.

7. I have served as the primary lead counsel in this matter throughout its pendency, which has included identifying and investigating the claims in this case, serving and responding to discovery demands, authoring the motions and memoranda submitted on Plaintiffs' behalf, including dispositive and class certification motions, taking and defending depositions, and negotiating the terms of settlement.

8. My firm and I have dedicated significant resources to this litigation and have zealously represented the Class Representatives and the Class throughout.

9. The case was vigorously contested over more than five years.

10. On November 15, 2023, Allegiance was dismissed from the action in its entirety. Despite having been dismissed, however, Allegiance agreed to participate in mediation to achieve a class-wide resolution.

11. The parties engaged in extensive discovery, including the exchange of substantial document productions, numerous meet and confers, multiple motions to compel, and depositions.

12. I personally took and defended nearly all depositions in this matter on behalf of the Plaintiffs.

13. I also participated in the review and analysis of a substantial volume of claims-related documents and data produced by Defendants, including over 1,400 unique claims records. This review gave Class Counsel a thorough understanding of the claims of each Settlement Class Member—including the specific dollar amount of each class member's denied coverage—and of the strengths and risks of the litigation.

14. By Opinion and Order dated October 14, 2024, the Court certified the following 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.

ECF No. 160.

## **II. Mediation and Proposed Settlement**

15. Following class certification, the parties conducted two mediation sessions before James Ryan, a well-respected private mediator based in the New York City area.

16. The first session was held on April 4, 2025, and the second on July 18, 2025. Through these sessions and subsequent discussions facilitated by the mediator, the parties successfully reached a class-wide settlement-in-principle on September 17, 2025. A term sheet embodying the settlement-in-principle was fully executed on December 16, 2025. The parties the parties then negotiated extensively regarding the language and details set forth in the formal settlement documents and all exhibits (including the short form notice, long form notice, and proposed preliminary approval order).

17. I was the principal negotiator for Plaintiffs and the Class at the mediation sessions and in the negotiations that followed in the months immediately thereafter.

18. At all times, the settlement discussions were arm's-length and adversarial in nature.

19. I, together with my co-counsel, am satisfied that the proposed settlement represents the best result achievable for the Settlement Class.

20. I strongly believe that the settlement reflects a superb result for the Settlement Class and is eminently fair.

21. Further, the continued litigation of this action poses significant risks, including potential de-certification of the Class; merits-based defenses; diminished recovery for the Class

from continuing litigation expenses (without any statutory fee-shifting); and adverse trial and appellate decisions.

22. The Settlement Agreement and Release identifies a Settlement Class and specifies the notification process and ultimate court approval.

23. The Settlement Class consists of all 736 consumers who entered into Excess Wear & Tear Protection Waiver Agreements ("Waiver Agreements") with Defendants to provide coverage for leased vehicles and who submitted eligible claims that were denied for reasons not set forth in the terms and conditions of the Waiver Agreements.

24. The Settlement Class is defined as:

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.

25. This is the same class that was previously certified by the Court in its Opinion and Order dated October 14, 2024 (ECF 160).

26. The settlement terms constitute an extremely favorable outcome for the Settlement Class, with each class member receiving a pro-rata share of the Adjusted Common Fund equal to his/her denied claims under the Waiver Agreement (adjusted by any deductibles or payout maximums) as a proportion of the total unpaid claims of all class members.

27. Prior to settlement, Class Counsel reviewed and analysis of a substantial volume of the claims-related documents and data produced by Defendants, including the approval and denial dataset for all the Waiver Agreements issued by Defendants. This review provided a thorough

understanding of the scope the Class and its damages, as well as the strengths and weaknesses of the individual claims.

28. Based on this discovery and analysis, the sum of the improperly denied claims at issue in this litigation totaled \$614,201.97.

29. The Settlement Class will receive approximately 44% of their damages under the proposed settlement.

30. Specifically:

- The total, gross Common Fund in this litigation is \$450,000. Settlement Agreement Sections 1(f) and 7(a).
- Consistent with the Settlement Agreement, Class Counsel anticipates requesting attorney's fees of up to 1/3 of this Common Fund (\$150,000) plus reimbursement of \$8,111.07 in costs. Settlement Agreement Section 7(d)(i).
- Consistent with the Settlement Agreement, the Class Representatives, Mr. Cohen, Mr. Fischer, and Mr. Rosenberger, each request a service award of \$7,500 (totaling \$22,500) for their efforts on behalf of the class. Settlement Agreement 7(d)(ii).
- Importantly, the costs of settlement administration (up to \$20,000) shall be borne by Allegiance and shall not be paid from the Common Fund. Settlement Agreement Section 4(g).
- Accordingly, the Adjusted Common Fund to be disbursed to the class under the proposed settlement will be \$269,388.93 (after deducting attorneys' fees, costs, and service awards from the \$450,000 Common Fund).
- The average amount of denied claims, based on the discovery provided pre-settlement, is \$933.76.

- The average (mean) payout per settlement class member, net of fees, costs, named plaintiffs' service awards is \$110.72.

31. The proposed Settlement Agreement requires Autoguard to pay \$450,000 into a non-reversionary Common Fund. Settlement Agreement § 7(a). In addition, Allegiance will separately pay the costs of notice and settlement administration, up to \$20,000, which will not be paid from the Common Fund. Settlement Agreement § 4(g).

32. Each of the three Class Representatives—Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger—has been meaningfully involved in this litigation at every phase. Each actively sought out and retained counsel, reviewed and provided input on pleadings and key documents, responded to discovery, prepared for and appeared at their respective depositions, remained apprised of the matter throughout, conferred with counsel during the settlement process, and was prepared to testify at trial. Each of the Class Representatives reviewed and approved the proposed settlement terms now before the Court.

33. My firm and I have communicated regularly with each Class Representative over the course of the litigation. The proposed \$7,500 service award for each Class Representative compensates each for his time and effort, the risks undertaken, and the willingness of each to pursue this case for the benefit of the Settlement Class.

34. Approval of Class Counsel's attorneys' fees is not before the Court on this motion. Class Counsel's fee submission will be filed at least fifteen (15) days prior to the Bar Date to Object and posted on the Settlement Website. My firm's lodestar fees in this matter, prior to performing all necessary work relating to the Final Approval Hearing, fielding class member inquiries, and distribution, significantly exceed the one-third of the Common Fund that will be requested.

### III. Qualifications and Experience

35. I previously set forth my qualifications in connection with Plaintiff's motion for class certification (ECF 138-3).

36. I am a 2005 graduate of Cornell Law School.

37. Following law school, I worked as an Associate at Hoffinger, Stern & Ross, LLP, a litigation firm in New York City, where I focused on class action defense of consumer fraud matters, multi-district litigations, and general commercial litigation.

38. Between 2006 and 2008, I clerked for a two-year term for the Honorable James Knoll Gardner, District Judge, in the U.S. District Court for the Eastern District of Pennsylvania.

39. From 2009 through the end of 2016, I founded and operated a commercial litigation boutique, where I handled a variety of commercial matters.

40. Since January 2017, I have worked as a consumer protection attorney at Schlanger Law Group, LLP, where I became a Partner in Summer 2019.

41. Since devoting my practice to consumer protection, I have been involved in multiple consumer class actions. Representative class actions in which I have substantially participated include:

- *Diallo v. Immediate Credit Recovery, Inc.*, No. 1:18-cv-00470-KAM-SJB (E.D.N.Y.)
- *Silver v. LiveWatch Security, LLC*, No. 2:20-cv-02478-JS-AYS (E.D.N.Y.)
- *In re Midland Funding, LLC Interest Rate Litig.*, No. 11-cv-8149 (LMS) (S.D.N.Y.)
- *Thomas v. Sherwin P. Robin & Associates, P.C.*, No. 1:16-cv-02529-AT-AJB (N.D. Ga.)

- *Daisley v. West Creek Financial, Inc.*, No. 1:18-cv-03555-BMC (S.D.N.Y.)
- *Winslow v. Forster & Garbus, LLP*, No. 2:15-cv-02996 (E.D.N.Y.)
- *Klippel v. Portfolio Recovery Associates LLC*, No. 6:15-cv-01061-MAD-TWD (N.D.N.Y.)

42. In both the *Diallo* and *Thomas* matters listed above, I was appointed as class counsel and served as primary counsel throughout the litigation.

43. In addition to my work on class cases, I regularly handle a significant number of complex consumer cases in federal court. Some representative decisions include:

- *Levy v. Law Offices of J. Henry Nierman*, No. 17-cv-4022 (NSR), 2022 U.S. Dist. LEXIS 221790 (S.D.N.Y. Dec. 8, 2022)
- *Green v. Capital One, N.A.*, No. 20 Civ. 4655 (ER), 2021 U.S. Dist. LEXIS 161837 (S.D.N.Y. Aug. 26, 2021)
- *Abdallah v. LexisNexis Risk Sols. Fl.*, No. 19-CV-3609 (RRM) (VMS), 2021 U.S. Dist. LEXIS 62229 (E.D.N.Y. Mar. 30, 2021)
- *Potente v. Barclays Bank Del.*, No. 19 CV 4050 (VB), 2020 U.S. Dist. LEXIS 97863 (S.D.N.Y. June 3, 2020)
- *Hart v. Equifax Info. Servs. LLC*, No. 5:19-cv-00342 (BKS/ML), 2019 U.S. Dist. LEXIS 167707 (N.D.N.Y. Sep. 30, 2019)
- *Pyskaty v. Wide World of Cars, LLC*, No. 15 Civ. 1600 (JCM), 2019 U.S. Dist. LEXIS 30006 (S.D.N.Y. Feb. 25, 2019)

44. I am a member in good standing of the bar of the State of New York and am admitted to practice in the U.S. District Courts for the Southern, Eastern, and Northern Districts

of New York, and the U.S. Court of Appeals for the Second Circuit. I am admitted to practice before this Court pro hac vice.

45. I am a member of the National Association of Consumer Advocates and the New York City Bar Association.

46. Between 2019 and 2021, I was recognized as a SuperLawyers Rising Star for Consumer Law in Metro New York.

47. I regularly speak on topics related to consumer protection and litigation practice. My recent speaking engagements include:

- Co-Chair and Speaker, National Consumer Law Center and National Association of Consumer Advocates Spring Training 2026 (Electronic Fund Transfer Act Track Co-Chair; Speaker for How to Frame Your Case: Turning Everyday Facts into Powerful Claims) (upcoming engagement)
- Speaker, National Consumer Law Center and National Association of Consumer Advocates Spring Training 2025 (Establishing Affirmative EFTA Claims)
- Speaker, National Consumer Law Center Consumer Rights Litigation Conference 2024 (Litigating Payment Fraud Cases - Advanced)
- Speaker, National Consumer Law Center Consumer Rights Litigation Conference 2023 (Navigating Payment Fraud: Claims, Pitfalls and Strategies)
- Speaker, National Consumer Law Center Consumer Rights Litigation Conference 2022 (Attacking Payment Fraud and Unauthorized Charges)
- Speaker, Practising Law Institute 27th Annual Consumer Financial Services Institute – 2022 (Deposit Account Litigation Update)

- Speaker, National Association of Consumer Advocates Spring Training 2022  
(Consumer Class Actions and Depositions)
- Speaker, National Association of Consumer Advocates Spring Training 2021  
(Consumer Mediation)

48. More generally, I am a committed, skilled, knowledgeable, and well-respected federal consumer protection litigator.

49. For the foregoing reasons, the proposed class action settlement should be preliminarily approved in all regards.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 3, 2026

Respectfully Submitted,

/s/ Evan S. Rothfarb

Evan S. Rothfarb

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