

**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

PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Pursuant to Rule 23(e) and (h) of the Federal Rules of Civil Procedure, upon the accompanying Memorandum of Law, the Declaration of Daniel A. Schlanger dated July 7, 2026, the Declaration of Evan S. Rothfarb dated July 7, 2026, the exhibits annexed thereto, and all prior pleadings and proceedings herein, Plaintiffs Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger, on behalf of themselves and the certified Settlement Class, move this Court for an Order:

- A. awarding Class Counsel attorneys' fees of \$150,000.00, equal to one-third (33⅓%) of the \$450,000.00 Common Fund;
- B. awarding Class Counsel reimbursement of litigation costs and expenses in the amount of \$11,169.67; and

C. approving a service award of \$7,500.00 to each of the three Class Representatives, Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger (for a total of \$22,500.00).

This motion is unopposed. The grounds for the motion are set forth in the accompanying Memorandum of Law, supporting Declarations, and the exhibits thereto.

Dated: July 7, 2026

Respectfully submitted,

/s/ Evan S. Rothfarb

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR
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I. INTRODUCTION

This Court has overseen this hard-fought consumer class action for nearly six years. Plaintiffs Shmuel Cohen, Yehuda Fischer, and Eliezer Rosenberger alleged, on behalf of a certified class, that Defendants Allegiance Administrators, LLC (now known as Renascent Protection Solutions, LLC) and Autoguard Advantage Corporation improperly denied coverage under Excess Wear & Tear Protection Waiver Agreements for reasons not set forth in the terms and conditions of those agreements. Following two rounds of motion-to-dismiss practice, a motion for judgment on the pleadings, extensive and repeatedly contested fact and class discovery, third-party subpoena litigation, summary judgment, a contested motion for class certification, and two mediation sessions, the parties reached the class-wide settlement that the Court preliminarily approved on April 23, 2026. ECF No. 197.

Under the Settlement, Defendants will pay \$450,000.00 to establish a non-reversionary Common Fund. The costs of class notice and administration are being paid separately by Allegiance and are not charged against the Common Fund. ECF No. 197 ¶ 28. Each of the 736 Settlement Class Members will receive a pro rata share of the Net Settlement Fund based on the value of each improperly denied claim. This is an excellent result for the Settlement Class.

Consistent with the Settlement Agreement and the notice approved and disseminated to the Class, Class Counsel respectfully requests an award of attorneys' fees of one-third of the Common Fund (\$150,000.00), plus reimbursement of \$11,169.67 in litigation costs and expenses. As set forth below and in the accompanying Declarations of Daniel A. Schlanger ("Schlanger Decl.") and Evan S. Rothfarb ("Rothfarb Decl."), the requested fee is well below Class Counsel's lodestar. The combined lodestar of Schlanger Law Group, LLP ("SLG"), Meyer Wilson Werning Co., LPA ("Meyer Wilson"), and Sarfaty & Associates, P.C. ("Sarfaty") is \$786,867.84 (reflecting 1198.8 hours of attorney and paralegal time to date), such that the requested fee represents only 19.1% of

Class Counsel's lodestar—a substantial “negative multiplier” that confirms the reasonableness of the requested fee.

Plaintiffs also request a service award of \$7,500.00 for each of the three Class Representatives (for a total of \$22,500.00), in recognition of their meaningful participation throughout this litigation. The requested fees, costs, and service awards are fair and reasonable and should be approved.

II. STATEMENT OF FACTS

A. The Litigation

This Court has presided over this case since 2020 and is well acquainted with the parties' extensive litigation activity. What follows is a brief summary. Plaintiffs commenced this action on July 7, 2020, alleging that Defendants wrongfully denied claims submitted under Excess Wear & Tear Protection Waiver Agreements covering leased vehicles. Plaintiffs asserted claims for breach of contract and for violations of New York General Business Law §§ 349 and 350. Plaintiffs filed a First Amended Complaint on October 9, 2020 (ECF No. 17), and, following motion practice, a Second Amended Complaint on April 13, 2021 (ECF No. 45). Rothfarb Decl. ¶ 5.

Defendants vigorously contested the case from the outset. Allegiance and Autoguard each moved to dismiss and to strike the class allegations, and Plaintiffs defeated those motions in relevant part. ECF No. 110. Defendants then moved for judgment on the pleadings. By Opinion and Order dated August 16, 2022, the Court dismissed Plaintiffs' claims under New York General Business Law §§ 349 and 350 but permitted Plaintiffs' breach-of-contract theory to proceed. ECF No. 122.

The parties engaged in extensive and repeatedly contested discovery. Among other things, Plaintiffs moved to compel production of class-wide claims data and Defendants' prior consumer complaints. ECF No. 87. The Magistrate Judge granted that motion (ECF No. 100), and the District

Court overruled Defendants' objections to that ruling. ECF No. 110. Class Counsel reviewed and analyzed Defendants' claims records and built the class-wide data analysis necessary to identify class members and quantify damages. Rothfarb Decl. ¶ 10.

Following the close of discovery, Allegiance moved for summary judgment, and Plaintiffs moved for class certification. By Opinion and Order dated November 15, 2023, the Court initially granted summary judgment to Allegiance—an adverse ruling that placed the entire class recovery at risk. After further proceedings, however, the Court granted Plaintiffs' motion for class certification by Opinion and Order dated October 14, 2024 (ECF No. 160), and directed further proceedings concerning reconsideration of the summary-judgment ruling (ECF No. 163). Rothfarb Decl. ¶ 14.

With the case certified and the dispositive issues squarely joined, the parties engaged in arm's-length settlement negotiations, including two mediation sessions before James G. Ryan, an experienced mediator, on or about April 4, 2025, and July 17, 2025. ECF No. 197 ¶ 4. Those negotiations—informed by the full evidentiary record—ultimately produced the proposed Settlement. The Court granted preliminary approval on April 23, 2026 (ECF No. 197), and set a Final Approval Hearing for November 6, 2026. Notice has issued to the Class in the manner approved by the Court. *See* ECF 197, at 7-8; Rothfarb Decl. ¶ 15.

B. The Settlement Represents an Outstanding Result for the Class

The complete terms of the proposed class settlement are set forth in the Settlement Agreement, which was submitted with the motion for Preliminary Approval. For ease of review, the following is a summary of the settlement terms agreed upon by the parties.

1. The Class.

Consistent with the Court's October 14, 2024 class certification order (ECF 160), the Settlement Class, as certified and conditionally certified for settlement purposes, 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); *see also* ECF No. 197 ¶ 5. There are 736 identified members of the Class. Settlement Agreement § 4(a); ECF No. 197 ¶ 6; Rothfarb Decl. ¶¶ 16.

2. *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 § 9.¹

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.*

3. *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 is 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 issued 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

¹ 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 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.

mailing address, notice was sent by both methods. *Id.* For mailed notices returned as undeliverable without a forwarding address, the Settlement Administrator used standard skip-tracing devices to obtain updated addresses and re-mail, as soon as reasonably practicable. *Id.*

Notices were sent within thirty (30) days of the entry of the Preliminary Approval Order (the “Notice Deadline”). *See* Settlement Agreement § 4(c); ECF No. 197 ¶ 24. Within the same 30-day period The Long Form Notice was posted on the Settlement Website, located at <https://www.wearandtearwaiversettlement.com>. *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.

4. *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). 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).

C. *The Action Involved Considerable Risk*

Class Counsel undertook this representation in 2020 on a pure contingency-fee basis, advancing all costs and agreeing to be paid only in the event of a recovery. Schlanger Decl. ¶ 8; Rothfarb Decl. ¶ 17. Nearly six years later, Class Counsel has received no payment for its work and no reimbursement of its expenses.

The litigation risks were real and substantial. At several junctures, the case was at risk of ending with no class recovery at all. Defendants twice moved to dismiss and to strike the class

allegations; obtained dismissal of Plaintiffs’ statutory claims on the pleadings (ECF No. 122); and—most significantly—obtained summary judgment in Allegiance’s favor (ECF dated Nov. 15, 2023) before the Court later certified the Class. Had the litigation continued, Plaintiffs faced genuine risk of an adverse merits ruling, a reduced damages finding, and a contested appeal.

D. Class Counsel Zealously Litigated This Case

Class Counsel has been a zealous and effective advocate for the Class at every stage of this six-year litigation. As detailed above and in the accompanying Declarations, Class Counsel investigated and researched the claims; drafted the Complaint and two amended complaints; defeated, in relevant part, two rounds of motions to dismiss and to strike the class allegations; opposed a motion for judgment on the pleadings; conducted extensive fact and class discovery and litigated numerous discovery disputes, including a successful motion to compel class-wide data and the defense of Defendants’ objections; litigated third-party discovery; litigated summary judgment; briefed and won class certification; and negotiated, documented, and obtained preliminary approval of the class-wide Settlement. Schlanger Decl. ¶¶ 9-10; Rothfarb Decl. ¶ 18. As a result of this sustained effort, Class Counsel was thoroughly informed of the strengths and weaknesses of the case at the time the Settlement was reached.

III. CLASS COUNSEL’S REQUESTED FEE IS REASONABLE AND SHOULD BE APPROVED

Rule 23 of the Federal Rules of Civil Procedure provides that “the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). The Sixth Circuit “require[s] only that awards of attorney’s fees be reasonable under the circumstances.” *Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009) (quoting *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993)). Courts apply a two-step analysis to determine a reasonable fee. “First, the Court must select a method by

which to calculate the attorneys’ fees—either the percentage approach or the lodestar approach.” *In re Cardinal Health Inc. Sec. Litig.*, 528 F. Supp. 2d 752, 760 (S.D. Ohio 2007) (citing *In re DPL Inc. Sec. Litig.*, 307 F. Supp. 2d 947, 949–51 (S.D. Ohio 2004)). “Second, the Court must analyze and weigh the ‘Ramey factors’ set forth in *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974), to develop an appropriate fee award using the calculation method selected.” *Id.* In this case, the percentage method is appropriate, and each Ramey factor supports the requested fee.

A. The Court Should Apply the Percentage Method

“District courts have the discretion to select the particular method of calculation, but must articulate the reasons for adopting” either the lodestar or percentage method. *Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 280 (6th Cir. 2016) (quoting *Moulton*, 581 F.3d at 352). “Under the percentage method, a court simply awards class counsel a reasonable percentage of the class settlement.” *In re Cardinal Health*, 528 F. Supp. 2d at 762 (citing *Bowling v. Pfizer, Inc.*, 102 F.3d 777, 780 (6th Cir. 1996)). This method “is easy to calculate; it establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement.” *Gascho*, 822 F.3d at 280. It also spares district courts “from the costly task of scrutinizing counsel’s billable hours,” and, because counsel’s fee rises with the size of the recovery, “the interests of the class and the attorneys are aligned.” *In re Cardinal Health*, 528 F. Supp. 2d at 762.

Under the lodestar approach, by contrast, “the trial court first scrutinizes the fee petition to ascertain the number of hours Lead Counsel reasonably expended in creating, protecting, or preserving the fund recovered, and then multiplies the number by a reasonable hourly rate for the attorneys’ services to produce a ‘lodestar’ figure,” which the court may adjust upward or downward with a multiplier. *In re Cardinal Health*, 528 F. Supp. 2d at 761. This approach is time-

consuming for district courts and introduces negative incentives for attorneys. *See id.* at 761–62. And it is not supported by the preferences of actual clients in contingency fee litigation. *See Fitzpatrick, supra* at 1153 (“No one—not even the most sophisticated client—appears to use the contingent-lodestar-plus-percentage formula.”).

Consequently, “[i]n the Southern District of Ohio, the preferred method is ‘to award a reasonable percentage of the fund.’” *Kimber Baldwin Designs, LLC v. Silv Commc’ns, Inc.*, 2017 U.S. Dist. LEXIS 186830, at *14 (S.D. Ohio Nov. 13, 2017) (quoting *Connectivity Sys. Inc. v. Nat’l City Bank*, 2011 U.S. Dist. LEXIS 7829, at *34 (S.D. Ohio Jan. 26, 2011)). Courts in this district generally apply the percentage method “absent compelling reasons to the contrary.” *Mullins v. Data Mgmt. Co.*, 2021 U.S. Dist. LEXIS 124891, at *6 (S.D. Ohio June 21, 2021) (quoting *Estate of McConnell v. EUBA Corp.*, 2021 U.S. Dist. LEXIS 92836, at *15 (S.D. Ohio May 17, 2021)); *see also Hainey v. Parrott*, 617 F. Supp. 2d 668, 677 (S.D. Ohio 2007). This Court should follow that longstanding preference and apply the percentage method here.

B. Each of the *Ramey* Factors Supports the Requested Fee

In reviewing the reasonableness of a requested fee, the Sixth Circuit requires district courts to consider six factors, known as the *Ramey* factors: “(1) the value of the benefits rendered to the class; (2) society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (3) whether the services were undertaken on a contingent fee basis; (4) the value of the services on an hourly basis (the lodestar cross-check); (5) the complexity of the litigation; and (6) the professional skill and standing of counsel on both sides.” *Miranda v. Xavier Univ.*, 2023 U.S. Dist. LEXIS 178072, at *15–16 (S.D. Ohio Oct. 3, 2023) (citing *Ramey*, 508 F.2d at 1196); *see also Waid v. Snyder*, 63 F.4th 486, 495–96 (6th Cir. 2023). Each factor supports approval.

1. Class Counsel conferred a substantial benefit on the Class.

The first Ramey factor is “the value of the benefit” provided to the class. *Ramey*, 508 F.2d at 1198. “To determine the amount of the benefit conferred, courts look to the total amount made available to the class.” *Mullins v. S. Ohio Pizza, Inc.*, 2019 U.S. Dist. LEXIS 11019, at *11 (S.D. Ohio Jan. 18, 2019) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480–81 (1980)). Reasonable litigation expenses also count as benefits. *Rikos v. Procter & Gamble Co.*, 2018 U.S. Dist. LEXIS 72722, at *22 (S.D. Ohio Apr. 30, 2018).

Here, Defendants will pay \$450,000.00 into a non-reversionary Common Fund, with notice and administration costs borne separately by Allegiance. That is an excellent result, particularly in light of the litigation risk Plaintiffs faced after the Court’s initial grant of summary judgment to Allegiance. *See Moore v. Aerotek, Inc.*, 2017 U.S. Dist. LEXIS 102621, at *21 (S.D. Ohio June 30, 2017). If this case had continued in litigation, Defendants would have had potentially case dispositive arguments on the merits, a potential appeal of the class-certification decision. In fact, Defendant Allegiance was already dismissed from the action, yet is now contributing funds to the settlement. Further, the continued litigation posed a risk of diminishing returns to the Class as litigation expenses were incurred without a fee-shifting statute remaining in the case to offset such expenses. The settlement provides class members with significant monetary relief while avoiding the delay of further litigation and the very real risk that Plaintiffs would obtain no recovery at all.

A comparison between the benefit to the Class and the one-third fee request further demonstrates reasonableness. *See Gascho*, 822 F.3d at 282. The request falls comfortably within the typical range of awards in this district. *See Mullins v. Data Mgmt. Co.*, 2021 U.S. Dist. LEXIS 124891, at *17 (“Many courts in the Sixth Circuit have held that attorneys’ fees in the amount of 1/3 of the settlement fund is reasonable.”); *Amos v. PPG Indus., Inc.*, 2019 U.S. Dist. LEXIS 139021, at *36 (S.D. Ohio Aug. 16, 2019) (“Typically, courts award attorneys’ fees in an amount

equaling between 20% and 50% of the total amount of the common fund.”). The first factor weighs in favor of the requested fee.

2. *Society has a significant interest in rewarding Class Counsel.*

The second Ramey factor is “society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others.” *Ramey*, 508 F.2d at 1196. “Society has a stake in rewarding attorneys who achieve a result that the individual class members probably could not obtain on their own.” *Est. of Benjamin v. DJGN LLC*, 2023 U.S. Dist. LEXIS 202778, at *18 (S.D. Ohio Nov. 13, 2023). This factor favors approval in complicated cases that are expensive and time-consuming to litigate. *See In re Cardinal Health*, 528 F. Supp. 2d at 765; *In re Telectronics Pacing Sys.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio 2001). Here, Class Counsel devoted 1198.8 hours and advanced \$11,169.67 in expenses over nearly six years, such that many class members could not realistically have litigated their individual claims.

“Without this lawsuit, many [class members] would not have known what they were [allegedly] owed and, even if they did, would not have found it practicable or in their best interest to vindicate their rights.” *Myers v. Marietta Mem. Hosp.*, 2022 U.S. Dist. LEXIS 160987, at *17 (S.D. Ohio Sept. 6, 2022). Therefore, this factor supports approval.

3. *Class Counsel provided their services on a contingent basis and faced a real risk of non-payment.*

The third Ramey factor is “whether the services were undertaken on a contingent fee basis.” *Ramey*, 508 F.2d at 1196. “Where counsel has made significant investments of time, advanced costs, and received no compensation, this typically weighs in favor of granting the requested attorneys’ fees.” *Moore*, 2017 U.S. Dist. LEXIS 102621, at *25. Class Counsel accepted this case on contingency and has not been paid for its time or reimbursed its expenses for nearly six years. Schlanger Decl. ¶ 8. Rothfarb Decl. ¶ 17. Counsel did so despite real dispositive risk—risk that

materialized when the Court granted in part the motion to dismiss, motion for judgment on the pleadings, and motion for summary judgment to Allegiance. “In doing so, Class Counsel assumed a real risk in taking on this case, preparing to invest time, effort, and money over a period of years with no guarantee of recovery.” *Carr v. Guardian Healthcare Holdings, Inc.*, 2022 U.S. Dist. LEXIS 32094, at *25 (S.D. Ohio Jan. 19, 2022) (citation omitted).

Indeed, Class Counsel spent 1198.8 hours litigating this case and advanced over \$11,169.67 in litigation expenses. They did so despite that this case was factually complex, and Defendants had numerous arguments they raised for dismissal, in opposition to class certification, at summary judgment, and could have raised at trial. Thus, “[c]ounsel have not been compensated for any time or expense since the beginning of this litigation, which weighs in favor of granting an award of attorney fees.” *Macaluso v. Zirtual Startups, LLC*, 2021 U.S. Dist. LEXIS 154243, at *15 (S.D. Ohio Aug. 17, 2021).

4. *A lodestar cross-check confirms the reasonableness of the requested fee.*

The fourth Ramey factor is “the value of the services on an hourly basis.” *Ramey*, 508 F.2d at 1196. “Given the preference in the Sixth Circuit for using the percentage-of-the-fund method . . . consideration of this fourth factor—which courts sometimes refer to as a ‘lodestar cross-check’—is not required,” and where courts do consider it, they “do not employ an exhaustive or precise lodestar cross-check.” *In re E. Palestine Train Derailment*, 2024 U.S. Dist. LEXIS 181361, at *50–51 (N.D. Ohio Sept. 27, 2024). The cross-check strongly confirms reasonableness here.

Class Counsel’s combined lodestar to date is \$786,867.84, reflecting 1198.8 hours of reasonably expended attorney and paralegal time. Schlanger Decl. ¶ 20; Rothfarb Decl. ¶ 35. The requested fee of \$150,000.00 therefore represents only approximately 19.1% of Class Counsel’s lodestar—*i.e.*, a substantial “negative multiplier.” That figure does not even account for the

additional time Class Counsel will expend completing the final-approval process and overseeing distribution. Schlanger Decl. ¶ 21.

Class Counsel's hourly rates are also reasonable. To determine whether rates are reasonable, "the Court may look to national markets, an area of specialization, or another market to determine a reasonable rate for Class Counsel's services." *Hawkins v. Cintas Corp.*, 2025 U.S. Dist. LEXIS 28378, at *13 (S.D. Ohio Feb. 18, 2025) (quoting *McHugh v. Olympia Entm't, Inc.*, 37 F. App'x 730, 740 (6th Cir. 2002)). Here, Class Counsel's rates are consistent with the market for complex consumer class-action work and have been approved by other courts. Schlanger Decl. ¶ 19. Because the requested fee is well below lodestar, no multiplier is sought; the negative multiplier confirms that the fee is not a windfall. *See Hawkins*, 2025 U.S. Dist. LEXIS 28378, at *10; *Merkner v. AK Steel Corp.*, 2011 U.S. Dist. LEXIS 157375, at *18 (S.D. Ohio Jan. 10, 2011); *Bailey v. AK Steel Corp.*, 2008 U.S. Dist. LEXIS 18838, at *8 (S.D. Ohio Feb. 28, 2008).

5. *This litigation was complex.*

The fifth *Ramey* factor is "the complexity of the litigation." *Ramey*, 508 F.2d at 1196. "Most class actions are inherently complex." *Carr*, 2022 U.S. Dist. LEXIS 32094, at *26. This case was no exception: it required two rounds of dispositive motion practice, a motion for judgment on the pleadings, contested class and third-party discovery and the construction of a class-wide claims-data analysis, summary-judgment litigation, and a contested class-certification motion. The complexity of the litigation—and the experienced defense counsel who contested it at every turn—demonstrates the reasonableness of the requested fee.

6. *This case was litigated by skilled and professional counsel.*

The sixth *Ramey* factor is "the professional skill and standing of counsel involved on both sides." *Ramey*, 508 F.2d at 1196. Class Counsel are highly experienced consumer class-action litigators. Schlanger Decl. ¶¶ 11-16; Rothfarb Decl. ¶¶ 19-33. Defendants, in turn, were

represented by able and well-resourced defense counsel—Arnold & Clifford LLP (and later Vorys, Sater, Seymour and Pease LLP) for Allegiance and MacMurray & Shuster LLP for Autoguard—who litigated the case vigorously and obtained, among other things, an initial grant of summary judgment. *See Myers v. Marietta Mem. Hosp.*, 2022 U.S. Dist. LEXIS 160987, at *18 (S.D. Ohio Sept. 6, 2022). Each *Ramey* factor supports approving Class Counsel’s request for one-third of the Common Fund.

IV. THE COURT SHOULD APPROVE REIMBURSEMENT OF LITIGATION EXPENSES

Class Counsel also requests reimbursement of \$11,169.67 in litigation expenses. “Under the common fund doctrine, Class Counsel are entitled to reimbursement of all reasonable out-of-pocket expenses and costs incurred in the prosecution of claims and in obtaining settlement.” *Miranda*, 2023 U.S. Dist. LEXIS 178072, at *18–19. “Reasonable expenses include the costs of document production, consulting with experts, travel, and other litigation-related expenses.” *Todd S. Elwert, Inc. v. Alliance Healthcare Servs.*, 2018 U.S. Dist. LEXIS 162060, at *14 (N.D. Ohio Sept. 21, 2018). Here, Class Counsel’s expenses—comprising filing fees, service of process, deposition and transcript costs, mediation fees, legal research, and similar litigation costs—were necessary and reasonable to prosecute this action and secure the Settlement. Rothfarb Decl. ¶ 36 & Ex. B. *See Myers*, 2022 U.S. Dist. LEXIS 160987, at *19. The Court should approve the requested reimbursement.

V. THE COURT SHOULD APPROVE THE REQUESTED SERVICE AWARDS

Plaintiffs request a service award of \$7,500.00 for each of the three Class Representatives (for a total of \$22,500.00). “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.” *In re S. Ohio Correctional Facility*, 175 F.R.D. 270, 272 (S.D. Ohio 1997). The

Sixth Circuit recently affirmed a \$15,000 service award. *In re E. Palestine Train Derailment*, 2025 U.S. App. LEXIS 29014, at *15–16 (6th Cir. Nov. 5, 2025). Service awards are appropriate where, as here, the class representatives had significant discovery obligations and remained engaged in the litigation. *See Pansiera v. Home City ICE Co.*, 2024 U.S. Dist. LEXIS 33358, at *19 (S.D. Ohio Feb. 27, 2024); *Harding v. Steak N Shake, Inc.*, 2025 U.S. Dist. LEXIS 53458, at *8 (N.D. Ohio Mar. 24, 2025).

Messrs. Cohen, Fischer, and Rosenberger each invested significant time in this case, including by assisting with discovery, preparing for and appearing for depositions, consulting with Class Counsel about the litigation and the Court’s rulings, and reviewing and approving the proposed Settlement. Rothfarb Decl. ¶ 38. A modest \$7,500.00 award to each is appropriate to recognize their indispensable role. *See Smith v. Local Cantina, LLC*, 2022 U.S. Dist. LEXIS 73598, at *20 (S.D. Ohio Apr. 19, 2022); *Myers*, 2022 U.S. Dist. LEXIS 160987, at *20.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court (1) award Class Counsel attorneys’ fees of \$150,000.00, equal to one-third of the \$450,000.00 Common Fund; (2) award Class Counsel reimbursement of \$11,169.67 in litigation costs and expenses; and (3) approve a service award of \$7,500.00 to each of the three Class Representatives.

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Respectfully submitted,

/s/ Daniel A. Schlanger

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