

FILED

DEC 23 2019

**OFFICE OF
INSURANCE REGULATION**
Docketed by: _____



OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 257024-19-CO

Application for the Indirect Acquisition of
AAGI OF FLORIDA, INC. by
ROADSTER HOLDCO LLC

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by ROADSTER HOLDCO LLC ("APPLICANT") with the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") of an application for the approval of the indirect acquisition of 100% of the issued and outstanding voting securities ("Application") of AAGI OF FLORIDA, INC. ("AAGI"), pursuant to Section 628.4615, Florida Statutes. Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANTS have applied for and, subject to present and continuing satisfaction of the requirements, terms, and conditions established herein, have satisfactorily met all conditions precedent to the granting of approval by the OFFICE of the indirect acquisition of 100% of the issued and outstanding voting securities of AAGI.
3. AAGI, a Motor Vehicle Service Agreement Company domiciled in Illinois, is 100% owned by AMERICAN AUTO GUARDIAN, INC. ("A.A. GUARDIAN"). A.A. GUARDIAN, an Illinois corporation, is 100% owned by TIMOTHY J. BRUGH.

4. APPLICANT is a Delaware limited liability company.

5. APPLICANT and TIMOTHY J. BRUGH entered into a Purchase Agreement on or about August 27, 2019, whereby APPLICANT has agreed to purchase 100% of the issued and outstanding shares of stock of A. A. GUARDIAN and its 4 subsidiaries, which included AAGI. Before all transactions contemplated in the Purchase Agreement have been completed, TIMOTHY J. BRUGH will form a wholly-owned subsidiary, CTFC HoldCo, Inc., a Delaware corporation, which will temporarily hold the stock of AAGI and A. A. GUARDIAN'S other 3 subsidiaries while an ancillary step is completed. Subsequent to completion of all transactions contemplated in the Purchase Agreement, and as identified in the Application, AAGI will be indirectly 100% owned by APPLICANT.

6. APPLICANT and AAGI have made material representations that, except as disclosed in the Application, none of the officers, directors, or 10% or more shareholders of APPLICANT and none of the post-acquisition officers and directors of AAGI have been found guilty of, or have pleaded guilty or nolo contendere to, a felony or a misdemeanor, other than a minor traffic violation.

7. APPLICANT and AAGI represent that, except as noted in paragraph 6 above, they have submitted complete background information on all of the individuals referenced in paragraph 6 above. If said information has not been provided to the OFFICE, or if the sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph 6 above are inaccurate, any such individual shall be removed as an officer, director, 10% or greater shareholder of said company or trust within 30 days of receipt of notification from the OFFICE and replaced with a person or persons acceptable to the OFFICE, or shall divest his or her ownership to less than 10%.

8. If, upon receipt of notification from the OFFICE pursuant to paragraph 7 above, APPLICANT or AAGI does not timely take the required corrective action, APPLICANT and AAGI agree that such failure to act would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the License of AAGI in this state without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

9. APPLICANT represents that, except as disclosed in the Application, there are no present plans or proposals to make any substantive changes to AAGI, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating it with any person or persons, or making any other major change in the business operations of AAGI.

10. All parties to the Consent Order agree that this Consent Order shall be deemed null and void if the transactions contemplated in the Application are not completed, or any other required regulatory approvals are not obtained, within 60 days of execution of this Consent Order.

11. Within 10 business days after the completion of the transactions contemplated in the Application, APPLICANT shall submit, or cause to be submitted, to the OFFICE all documents evidencing completion of said transactions. Further, APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, or AAGI shall immediately notify the OFFICE if the transactions contemplated in the Application will not occur.

12. Any material changes to the information submitted in the Application filing shall be reported to the OFFICE for its review prior to the closing date. APPLICANT and AAGI acknowledge that if the OFFICE determines that any of these reported changes would have a

negative, material impact to the financial condition or operation of AAGI, the OFFICE may rescind its approval as granted in this Consent Order by written notice to APPLICANT or AAGI.

13. Any prior orders, consent orders, or corrective action plans that AAGI has entered into with the OFFICE prior to the issuance of this Consent Order shall apply and remain in full force and effect for AAGI, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

14. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI affirm that all explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of AAGI. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI further agree and affirm that said explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

15. APPLICANT or AAGI shall report to the OFFICE, Property & Casualty Financial Oversight, any time that AAGI is named as a party defendant in a class action lawsuit within 15 days after the class is certified. APPLICANT or AAGI shall include a copy of the complaint at the time the class action lawsuit is reported to the OFFICE.

16. AAGI shall each maintain an information security program for the security and protection of confidential and proprietary information under its control that complies with all applicable laws and regulations regarding information security. AAGI agrees that it shall

continually monitor and enhance its information security program in order to mitigate data security breaches. AAGI further agrees that it shall notify the OFFICE within 5 business days of identifying a data breach.

17. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. AAGI shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with those individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website, <http://www.treas.gov/ofac>.

18. Within 60 days from the date of the execution of this Consent Order, APPLICANT shall submit, or cause to be submitted, to the OFFICE a certification evidencing compliance with all the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be completed. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

19. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such written approval by the OFFICE is subject to statutory or administrative regulation limitations.

20. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in

any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

21. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI affirm that all requirements set forth herein are material to the issuance of this Consent Order.

22. APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI agree that, upon execution of this Consent Order by the OFFICE, failure to adhere to one or more of the terms and conditions contained herein, may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the License of AAGI in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

23. Each party to this action shall bear its own costs and fees.

24. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signatures of the authorized representatives of APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, APPLICANT, A.A. GUARDIAN, TIMOTHY J. BRUGH, and AAGI agree that the signatures of their authorized representatives as affixed to this Consent Order shall be under the seal of a Notary Public.

WHEREFORE, the agreement between ROADSTER HOLDCO LLC, AMERICAN AUTO GUARDIAN, INC., TIMOTHY J. BRUGH, AAGI OF FLORIDA, INC., and the FLORIDA OFFICE OF INSURANCE REGULATION, the terms and conditions of which are set forth above, is APPROVED, and the Application for the indirect acquisition of 100% of the issued and outstanding voting securities of AAGI OF FLORIDA, INC., by ROADSTER HOLDCO LLC, pursuant to Section 628.4615, Florida Statutes, is APPROVED.

All terms and conditions contained herein are hereby ORDERED,

DONE and ORDERED this 23 day of December, 2019.



David Altmaier

David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, AAGI OF FLORIDA, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind AAGI OF FLORIDA, INC., to the terms and conditions of this Consent Order.

AAGI OF FLORIDA, INC.

By: [Signature]

Print Name: Timothy J. Beugh

Title: CEO

Date: 12/20/19

[Corporate Seal]

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 20th day of December, 2019

by Timothy J. Beugh (name of person) as CEO (type of authority, e.g. officer, trustee, attorney in fact)

for AAGI of Florida, Inc. (company name)



[Signature]
(Signature of the Notary)

Linda J. Morton
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires 10/9/23

By execution hereof, AMERICAN AUTO GUARDIAN, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind AMERICAN AUTO GUARDIAN, INC., to the terms and conditions of this Consent Order.

AMERICAN AUTO GUARDIAN, INC.
By: _____
Print Name: Timothy J. Brugh
Title: CEO
Date: 12/20/19

[Corporate Seal]

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 20th day of December, 2019
by Timothy J. Brugh as CEO
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for American Auto Guardian, Inc.
(company name)



Linda J. Morton
(Signature of the Notary)
Linda J. Morton
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____
Type of Identification Produced _____
My Commission Expires 10/9/23

By execution hereof, ROADSTER HOLDCO LLC consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind ROADSTER HOLDCO LLC to the terms and conditions of this Consent Order.

ROADSTER HOLDCO LLC

By: Christopher Ezbiansty

Print Name: CHRISTOPHER EZBIANSTY

Title: VICE PRESIDENT

[Corporate Seal]

Date: 12/20/19

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 20th day of December, 2019

by Christopher Ezbiansty as Vice President
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for Roadster Holdco LLC
(company name)

RICARDO GOMEZ-NIETO
Notary Public, State of New York
No. 01GO6094280
Qualified in Nassau County
Commission Expires June 16, 2023
Certificate filed in New York County

[Signature]
(Signature of the Notary)

Ricardo Gomez-Nieto
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced US Passport

My Commission Expires June 16, 2023

By execution hereof, TIMOTHY J. BRUGH consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein.



TIMOTHY J. BRUGH

Date: 12/20/19

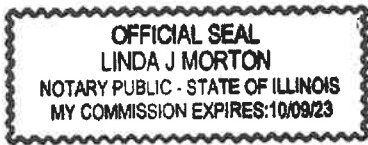
STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 20th day of December, 2019

by Timothy J. Brugh as _____
(name of person) (type of authority, e.g. officer, trustee, attorney in fact)

for _____
(Company Name)



Linda J. Morton
(Signature of the Notary)

Linda J. Morton
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires 10/9/23

COPIES FURNISHED TO:

TIMOTHY J. BRUGH, OWNER, PRESIDENT, AND DIRECTOR
American Auto Guardian, Inc.
AAGI of Florida, Inc.
1700 E Golf Road, Suite 700
Schaumburg, IL 60173
Telephone: (847) 385-0420
Email: timb@aagi.com

ROBERT JAMES, PRESIDENT
Roadster Holdco LLC
909 Third Avenue
New York, NY, 10022
Telephone: (646) 887-9479
Email: robert.james@amyntagroup.com

MARK GOODMAN, PAID REPRESENTATIVE
Freeborn & Peters, LLP
311 South Wacker Drive, Suite 3000
Chicago, IL 60606
Telephone: (312)360-6729
Email: mgoodman@freeborn.com

ALISON STERETT, FINANCIAL ADMINISTRATOR
Property & Casualty Financial Oversight – Company Admissions
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

JEANNINE CARROLL, FINANCIAL EXAMINER/ANALYST SUPERVISOR
Property & Casualty Financial Oversight – Company Admissions
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

JEREMY M. WATSON, INSURANCE EXAMINER II
Property & Casualty Financial Oversight – Company Admissions
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399

SHANNON MICHELLE HARP-ALEXANDER, ESQ., ASSISTANT GENERAL COUNSEL
Florida Office of Insurance Regulation
200 East Gaines Street
Tallahassee, FL 32399
Telephone: (850) 413-4213
Email: michelle.harp-alexander@flor.com