

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

MAXIM KHAREVICH, individually and on
behalf of all others similarly situated,

CASE NO.: 2023-013380-CA-01

Plaintiff,

CLASS REPRESENTATION

v.

STAR CASUALTY INSURANCE COMPANY, a
domestic insurance corporation,

Defendant.

_____ /

**PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS’
FEES AND COSTS TOGETHER WITH SUPPORTING MEMORANDUM**

Plaintiff Maxim Kharevich (“Plaintiff”), individually and as Class Representative on behalf of the Settlement Classes, respectfully moves this Court, pursuant to Florida Rule of Civil Procedure 1.220(e) and the Settlement Agreement and Release (the “Agreement”), for entry of an order (a) granting final approval of the class action settlement which this Court has already granted preliminary approval on June 26, 2026; (b) awarding Class Counsel attorneys’ fees and litigation costs; and (c) awarding a service award to the Class Representative. This Motion is unopposed. In support, Plaintiff states the following and submits the incorporated Memorandum of Law and the supporting Declarations of the Settlement Administrator and Class Counsel appended hereto as Exhibit B and Exhibit C, respectively.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

The Parties file this motion requesting that the Court approve a class action settlement and certify a settlement class. The Parties jointly and respectfully request that the Court grant approval of the proposed settlement, and enter an order of Final Approval including, in

substantially the same form, the content of the proposed Order that will be submitted to the Court under separate cover.

The proposed Order approves the form of notice given to the class and finds that it constituted the best notice practicable and comported with due process requirements, enters judgment and dismisses the Action with prejudice and without costs except as set forth in the Agreement, bars and enjoins Releasing Parties from asserting Released Claims, releases Defendant and Released Parties from Released Claims, and reserves jurisdiction over the Parties to administer, supervise, construe, and enforce the Agreement in accordance with its terms.

Furthermore, the Settlement Agreement was reached for the purpose of providing to members of a Settlement Class the payment of tag transfer and title transfer fees and payment of storage and towing charges that were improperly deducted from ACV payments, which this Court preliminarily approved on June 26, 2026. Therein, Defendant also agreed to separately pay attorneys' fees and costs of \$185,000.00 and to pay a Service Award of \$5,000.00 to Maxim Kharevich, the Named Plaintiff. Such payments are separate from and do not in any way impact the payments made to Class Members. The requested fees, costs, and service award comport with Florida guidance on class action fee awards and with Fla. Stat. § 627.428.

II. STATEMENT OF THE BASIS FOR THE REQUEST

As set forth in the Motion for Preliminary Approval, the Parties reached a Settlement Agreement, wherein Defendant, Star Casualty Insurance Company ("Star Casualty" or "Defendant") has agreed to provide payments to members of a Settlement Class who submit a valid and timely claim.

Specifically, Star Casualty has (1) agreed to pay Purchasing Fees Class Members who submit a timely, valid Claim Form 100% of the unpaid title and tag transfer fees (\$79.85 per

claim, less any amount previously paid), plus prejudgment interest at the statutory rate; (2) agreed to pay Storage Fee Deduction Class Members who submit a timely, valid Claim Form 100% of the storage and towing charges improperly deducted from their ACV payments, plus prejudgment interest at the statutory rate (individual recovery capped at \$25 per day for up to 8 days, i.e., \$200 maximum); Star Casualty has agreed to also separately pay Class Counsel's attorneys' fees and costs and a Service Award to the Named Plaintiff Kharevich. Attorneys' fees, costs, and the Service Award will not reduce any class member payment. Of note, the damages Star Casualty has agreed to pay are the same damages alleged to be owed in the operative Complaint. Moreover, the Parties have implemented the Notice plan and provided the Notice as approved and ordered by the Court, and no Class Member has objected to nor requested exclusion from the terms of the Settlement Agreement. Thus, the terms of the Settlement are fair and reasonable, the form of Notice comported with due process requirements, and the Settlement Agreement is ripe for final approval so that the agreed-upon payments may be made to Settlement Class Members in accordance with the terms of the Agreement.

III. MEMORANDUM AND LEGAL AUTHORITY ON FINAL APPROVAL

For background information on the litigation history and the actions which led to the Parties agreeing to the Settlement Agreement, including the participation of a neutral mediator, the Parties hereby incorporate the facts as set forth in their Motion for Preliminary Approval.

a. Terms of the Settlement

This class action arises from Defendant Star Casualty Insurance Company's ("Star Casualty" or "Defendant") alleged failure to include mandatory Purchasing Fees—specifically, title transfer fees and tag transfer fees totaling \$79.85—in Actual Cash Value ("ACV") payments

made to Florida policyholders with first-party total loss auto claims. Plaintiff also asserts that Star Casualty unlawfully deducted loss adjustment expenses (“LAE”) in the form of excess storage and towing charges directly from ACV payments, in contravention of the Policy’s express terms and Fla. Stat. § 626.9743(8).

After extensive, arm’s-length negotiations over several months and which consisted of multiple formal mediation sessions guided by an experienced class action mediator, Rodney Max, the Parties arrived at a proposed class-wide settlement. This agreement yields compensatory relief to eligible Settlement Class Members who timely present valid claims, securing full (100%) compensation for many, if not most, of them. The Parties propose certification of two Settlement Classes for settlement purposes only:

Purchasing Fees Class: All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy, from the earliest date permitted under the applicable statute of limitations through the date of entry of the Preliminary Approval Order, who made a claim for a loss, whose claim was adjusted as a total loss, and whose payment did not include the full amount of Purchasing Fees including tag and title transfer fees.

Storage Fee Deduction Class: All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy, from the earliest date permitted under the applicable statute of limitations through the date of entry of the Preliminary Approval Order, who made a claim for a loss, whose claim was adjusted as a total loss, and whose ACV payment included a deduction for storage or towing charges.

Excluded from both Settlement Classes are the officers, directors, and employees of Star Casualty, its parents, subsidiaries, affiliates, and their immediate family members; the Court and its staff; and any person who timely and properly requests exclusion.

The settlement requires Defendant to: (1) pay Purchasing Fees Class Members who submit a timely, valid Claim Form 100% of the unpaid title and tag transfer fees (\$79.85 per claim, less any amount previously paid), plus prejudgment interest at the statutory rate; (2) pay Storage Fee Deduction Class Members who submit a timely, valid Claim Form 100% of the storage and towing charges improperly deducted from their ACV payments, plus prejudgment interest at the statutory rate (individual recovery capped at \$25 per day for up to 8 days, i.e., \$200 maximum); (3) separately pay Class Counsel's attorneys' fees and costs not to exceed \$185,000.00; (4) separately pay a Service Award to the Named Plaintiff Kharevich not to exceed \$5,000.00; and (5) separately pay the costs of the Class Administration. *See, generally*, Exhibit A. Attorneys' fees, costs, and the Service Award will not reduce any class member payment. Aggregate estimated damages for the Purchasing Fees Class are approximately \$165,369.00 (2,701 class members $\times$ \$79.85); aggregate Storage Fee Deduction Class damages total approximately \$260,000.00. Any unclaimed Settlement Funds shall revert to Defendant. *See generally*, Exhibit A.

b. Certification of the Settlement Class for Settlement Purposes Is Warranted

Generally, where there is no objection to certification and no change in circumstances from the Order preliminarily certifying a class for settlement purposes, courts certify a class for purposes of final approval as a matter of course. *See, e.g., Burrow v. Forjas Taurus S.A.*, 2019

U.S. Dist. LEXIS 151734, at *20 (S.D. Fla. Sep. 6, 2019).¹ Here, there were no objections to certification of the Settlement Class. Exhibit B (Declaration of Settlement Administrator) at ¶ 19. Moreover, there has been no change in factual circumstances since preliminary approval.

As to Rule 1.220(a), there are estimated to be more than 2,000 class members (numerosity), all class members make essentially the same claim – that they are owed the full ACV of insured vehicles that have been deemed to be a total loss, including tag and transfer fees as necessary replacement costs (Purchasing Fees Class) and including deduction to ACV for storage (Storage Fee Deduction Class) – pursuant to the same policy language (commonality). Plaintiff’s claims are the same as class members’ claims for both classes, and Plaintiff is not subject to any unique affirmative defenses (typicality). Plaintiff and Class Counsel have zealously litigated the claim, secured full relief, and have no interests antagonistic to the class (adequacy). As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, there are no individual issues precluding class treatment (predominance), and class treatment is the best method of adjudication, as seen in the fact that every class member received virtually full relief without the need for numerous (and duplicative) individual cases (superiority). Thus, certification of the Settlement Class is warranted.

c. The Notice Provided to Class Members Was the Best Practicable Notice and Comported with Due Process Requirements

The notice requirements of Rule 1.220 are designed to provide sufficient due process to class members by sufficiently informing them of the pendency of the Action and providing an

¹ Florida Rule of Civil Procedure is patterned on Rule 23 of the Federal Rules so Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co.* 641 So.2d 888, n.1 (Fla. 3rd DCA 1994).

opportunity to be heard or opt out, and must be the “best notice practicable” under the circumstances. *Nelson v. Wakulla County*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). To satisfy such requirement, individual notice should be provided to Class Members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)).

Here, the Parties agree to send direct, individual Notice by first-class mail, pre-paid postage to members of the Settlement Class, as well as an email notice to potential class members for whom Star Casualty has email address records. Agreement at 6; *see also* Exhibit B (Declaration of Settlement Administrator) at ¶¶ 4-15. Individual, direct notice by mail clearly comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, and as explained in the Preliminary Order, the Notice provided included a clear explanation of the terms of the Settlement, the amount sought in attorneys’ fees and service award (and that such fees and costs did not reduce the payment amount to class members), informed class members of their right to object to seek exclusion and the method by which to do so, and provided an opportunity to be heard. *See generally* Agreement (and Notice exhibits attached thereto); *see also Nolan v. Integrated Real Estate Processing, LP*, 2009 U.S. Dist. LEXIS 136890, at *20-21 (M.D. Fla. Sep. 9, 2009) (setting forth what should be included in Notice of settlement).

Thus, and for the same reasons as set forth in the Motion for Preliminary Approval and this Court’s Order of Preliminary Approval, the Notice provided to Settlement Class Members constituted the best notice practicable and comported with due process requirements.

d. The Terms of the Settlement are Fair and Reasonable

Finally, before granting final approval of a proposed settlement, the court must find that the terms of the settlement are fair, reasonable, and adequate. *See Ramos v. Phillip Morris Cos.*, 743 So. 2d 24, 31 (Fla. 3d DCA 1999) (citations omitted). Courts consider several factors in making such determination, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008); *see also Griffith v. Quality Distrib.*, 43 Fla. L. Weekly 1599 (App.2018).

As set forth in the Agreement, in many cases, the Settlement provides 100% of the amount in damages sought in the complaint. Settlements which secure virtually full relief for class members are extremely rare, and have been described as “extraordinary.” *See, e.g., Lee v. Ocwen Loan Servicing, LLC*, 2015 U.S. Dist. LEXIS 121998, *81 (S.D. Fla. Sept. 14, 2015).

Thus, all such aforementioned factors favor a finding that the terms of the Agreement are clearly fair, adequate, and reasonable. Class members of the Purchasing Fees Class are receiving essentially the full amount they could have received at trial. *See Ramos v. Philip Morris Cos.*, 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation); *Wilson v. EverBank*, 2016 U.S. Dist. LEXIS 15751, at *34 (S.D. Fla. Feb. 3, 2016) (finding significant that appellate court could rule unfavorably to settlement class members). Continuing litigation through class certification briefing, additional summary judgment briefing (and potentially trial), and through an extensive

appellate process would have been extremely expensive and complex, and likely would have extended for several years. *See, e.g., Borcea v. Carnival Corp.*, 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); *Hamilton v. SunTrust Mortg. Inc.*, 2014 U.S. Dist. LEXIS 154762, at * (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member objected to or requested exclusion from the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. Exhibit B (Declaration of Settlement Administrator); *see also Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 200 (Fla. 3d DCA 2005) (“The fairness of the settlement and the propriety of the release is confirmed by the fact that so few of the class members have objected to it[.]”).

For all these reasons, Plaintiff respectfully submits that the terms of the Settlement are fair, adequate, and reasonable to class members.

IV. MEMORANDUM AND LEGAL AUTHORITY ON ATTORNEYS’ FEES AND COSTS

As an initial matter, it must be noted that Defendant agreed to separately pay attorneys’ fees and the Service Award, which are therefore not coming from any fund for the Settlement Class and have no impact on the amount recovered by individual Class Members. *See Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA 2009) (“Importantly, the payments to Open MRI as class representative (\$10,000) and to the attorneys for the plaintiffs (\$485,000) were paid by State Farm and not from the sums recoverable by class

members. While the trial court and this court must review the fees for reasonableness, it is highly significant that the class members bear no part of that particular burden.”). Moreover, Class Members were informed that Plaintiff would seek fees and award in the aforementioned sums, and not a single person objected to the terms of the Settlement, including the provisions for attorneys’ fees and the service award. Thus, while Plaintiff set forth the legal basis below, it is worth noting that the sums sought have no impact on Class Members, were agreed to by Defendant, and there are no objections to the amount sought.

A. The Attorneys’ Fees Requested Are Reasonable

The fees sought here are reasonable under the guidance of the Florida Supreme Court for analysis of fee petitions in class actions. *See Kuhnlein v. Dep’t of Revenue*, 662 So. 2d 309 (Fla. 1995). *Kuhnlein* envisions a two-step process – first, determination of the lodestar by applying all factors from Rule 4-1.5 of the Rules Regulating the Florida Bar except contingency risk factor and results obtained, and second, determination of the multiplier (which includes analysis of contingency risk factor and results obtained). *Id.* at 315; *see also Florida Patient’s Compensation Fund v. Rowe*, 472 So. 2d 1145, 1150-51 (Fla. 1985) (setting forth factors in determining lodestar); *Standard Guaranty Insurance Co. v. Quanstrom*, 555 So. 2d 828, 834 (Fla. 1990) (setting forth the factors in determining the proper multiplier).

Here, Class Counsel expended approximately 253 hours, not including any hours estimated for preparation of the final approval hearing and hours estimated for overseeing the distribution of the funds and enforcement of the Agreement. Exhibit C (“Couch Declaration”) at ¶ 4. This includes 128.80 hours by Alex Couch, 13.70 hours by Edmund Normand, 15 hours expended by Amy Judkins, and over 78.80 hours by Andrew Irvin. *Id.* at ¶ 5. Additionally,

associate attorneys Christopher Hudon, Jacqueline Bertelsen, and Lawrence Cody expended 16.70 hours in this case combined. Such hours were spent on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, drafting the Amended Complaint, responding to Defendant’s Motion to Dismiss, researching legal issues, discovery-related issues, data analysis, and mediation and protracted settlement discussions. *Id.* at ¶ 6. Under the *Rowe* analysis, such hours are clearly reasonable. *Rowe* at 1150 (time required, novelty and complexity of legal issue, and legal skill required are relevant to determination of reasonable hours).² The attorneys from Normand, Judkins, and Couch PLLC are calculating their Lodestar based on the following hourly rates:

Timekeeper	Position	Year Admitted	Rate
Edmund Normand	Partner	1990	\$900
Alex Couch	Partner	2015	\$650
Amy Judkins	Partner	2016	\$650
Christopher Hudon	Associate	2016	\$600
Jacqueline Bertelsen	Associate	2016	\$600
Lawrence Cody	Associate	2025	\$300

Andrew Irvin is the partner at Irvin & Irvin PLLC where he has been practicing law for over 12 years and he is seeking an hourly rate of \$650. Couch Declaration at ¶¶ 6-8. Additionally, Staff and paralegals of Class Counsel expended over 60 hours in this litigation. *Id.* Class Counsels’ costs in this case are approximately \$10,408.75. *Id.* at ¶¶ 8.

² Notably, in a similar total-loss class action case, the Southern District of Florida recently issued a Recommendation of approval of a total amount of hours well in excess of 4,000 hours. *Roth v. Geico Gen. Ins. Co.*, 2019 U.S. Dist. LEXIS 197778 (S.D. Fla. Nov. 13, 2019).

The proper application of a multiplier in cases brought pursuant to Fla. Stat. § 627.428 is governed by the Supreme Court’s opinion in *Joyce v. Federated Nat’l Ins. Co.*, 228 So. 3d 1122 (Fla. 2017), which affirmed *Quanstrom* on the first step – determination of the lodestar – and refined or clarified preexisting law on application of a multiplier to the lodestar. In *Joyce*, the Court affirmed the factors relevant to a contingency fee multiplier – most importantly, the relevant marketplace and mitigation of risk of non-payment – and, importantly, clarified that “there is not a ‘rare’ or ‘exceptional’ circumstances requirement before a contingency fee multiplier can be applied.” *Joyce*, 228 So. 3d at 1135.

Notably, in *Roth*, which is virtually identical to this case and was litigated in South Florida, Judge Snow recently found that a multiplier should be applied, given that the relevant marketplace would require a multiplier and there was no way to mitigating the risk of non-payment. 2019 U.S. Dist. LEXIS 197778. Here, the undersigned counsel would not have taken the case absent the opportunity for a multiplier and, because Plaintiff did not have the means to provide any payment to the undersigned counsel, the fee agreement made clear that if, for whatever reason, attorneys’ fees and costs were not paid by Defendant, Plaintiff would not be responsible for payment of any fees or costs. *see also Venture Inv. Props., LLC* at *17 (“plaintiff’s counsel could not have mitigated the risk of nonpayment because the plaintiff ‘did not have money to hire a lawyer or to pay costs to prosecute the case’ and required a contingency agreement.”); *Zunde v. International Paper Co.*, 2000 U.S. Dist. LEXIS 14754, at *24 (M.D. Fla. Jul. 20, 2000) (“it is extremely doubtful this Plaintiff could supply additional cases to his attorney, which would act to mitigate the risk of nonpayment.”).

Finally, the remaining *Rowe* would also support application of a multiplier. First, the risk

was significant because no Florida or federal appellate court has weighed in on the question of whether the ACV of a total-loss vehicle includes tag and transfer fees, and Defendant has significant resources and obtained excellent counsel in Cole Scott and Kissane, who are some of the most well-respected defense firms in the state of Florida. *See Zunde*, at *25 (applying multiplier because, inter alia, “[t]he Defendant was well represented and necessarily increased the amount of risk involved for the Plaintiff’s attorney.”). Moreover, the results obtained were excellent because Plaintiff secured virtually the full amount of damages demanded in the Complaint, which is virtually unprecedented in class litigation. *See, e.g., Wilson v. EverBank*, 2016 U.S. Dist. LEXIS 15751, at *9 (S.D. Fla. Feb. 3, 2016) (securing virtually full damages for class members who submit valid claims is an “extraordinary result.”)

Thus, the aforementioned factors would favor application of a multiplier of at least 2.0, which further supports that the requested fees represent a reasonable (indeed, a conservative) sum. The lodestar with a reasonable multiplier would far exceed (more than double) the attorneys’ fees and costs requested of \$185,000.00 even without accounting for the portion attributable to costs – and would exceed the requested amount even if the rates or hours used to calculate the lodestar were reduced. In fact, the lodestar without any multiplier (but including litigation costs) would still exceed the attorneys’ fees and costs requested here.

B. The Service Award Requested Is Reasonable

As explained by the Third District Court of Appeals, being a putative class representative “is less an honor than a headache” because he or she is “identified as a class litigant in public records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary duties...may be deposed and required to produce records [and] meet with counsel and appear in

court.” *Altamonte Springs Imaging*, 12 So. 3d at 857. Thus, “incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class.” *In re Domestic Air Transp. Litig.*, 148 F.R.D. 297, 358 (N.D. Ga. 1993).

Here, Defendant agreed to pay a service award of \$5,000.00 to the Named Plaintiff, which is far less than amounts regularly approved by courts. *See, e.g., Altamonte Springs Imaging*, 12 So. 3d at 857 (approving incentive award of \$10,000); *Bastian v. USAA*, No. 13-cv-1454 [*Bastian* DE 145], USDC Middle District of Florida (\$10,000 service awards in total-loss class action settlement). Particularly because the service award agreed to by Defendant is separate from the amounts paid to class members and has no impact on their recovery, the requested Award is reasonable here. *Altamonte Springs Imaging*, 12 So. 3d at 857 (“it is highly significant that the class members bear no part of that particular burden” in reference to fees and incentive award).

CONCLUSION

Plaintiff respectfully requests that the Court grant final approval of the proposed Settlement, and enter an order of final approval:

1. Directing payment be issued to Settlement Class Members in accordance with the terms of the Agreement;
2. Certifying the Settlement Class for purposes of settlement;
3. Finding that the Notice provided was the best notice practicable and comported with due process requirements;
4. Finding that the terms of the Settlement were fair, adequate, and reasonable;
5. Releasing Defendant and the Released Parties from Released Claims;

6. Barring and enjoining Releasing Parties from asserting Released Claims;
7. Entering judgment with prejudice and without costs except as provided in the Agreement;
8. Approving Defendant's agreement to pay and directing payment of attorneys' fees and costs of \$185,000.00 in accordance and under the terms of the Agreement;
9. Approving Defendant's agreement to pay and directing payment of the Service Award of \$5,000.00 to the Named Plaintiff.
10. Reserving jurisdiction to administer, supervise, and enforce the Agreement according to its terms.

Dated: August 28, 2026

Respectfully submitted,

/s/ Alex Couch

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 28, 2026, a true and correct copy of the foregoing document was filed electronically using the Florida Courts E-Filing Portal, which will send an electronic notice to all counsel or parties on the service list.

/s/ Alex Couch
Alex Couch, Esq.

SERVICE LIST

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Exhibit A
(Agreement)

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2023-013380-CA-01

MAXIM KHAREVICH, individually and on
behalf of all others similarly situated.

Plaintiff.

v.

STAR CASUALTY INSURANCE
COMPANY, a domestic insurance
corporation.

Defendant.

_____ /

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter referred to as the "Agreement") is entered into between Maxim Kharevich ("Plaintiff" or "Class Representative"), individually and on behalf of the "Class Members" (as defined below), and Defendant Star Casualty Insurance Co. ("Defendant"). Plaintiff and Defendant mean the "Parties." This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the "Released Claims" in favor of the Defendant Star Casualty Insurance Co. (the "Released Parties"), upon and subject to the terms and conditions contained herein and the approval of the Court.

WHEREAS, on December 13, 2023, Plaintiff filed his Amended Class Action Complaint against Defendant, in the County Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in the case styled *Maxim Kharevich v. Star Casualty Insurance Co.*, 2023-013380-CA-01 ("Class Action Lawsuit").

WHEREAS, the Parties have engaged in extensive arms-length negotiations, and on February 20, 2025, the Parties participated in a mediation with Rodney Max of Upchurch Watson White & Max.

WHEREAS, Defendant denies the claims asserted by Plaintiff in the Class Action Lawsuit.

WHEREAS, the Parties wish to avoid the expense and uncertainty of continued litigation.

WHEREAS, the Parties believe that settlement by way of this Agreement is in their best interest.

WHEREAS, counsel for the Class has conducted an extensive investigation and evaluation of the facts and law relating to the claims asserted in the Class Action Lawsuit to determine how to best serve the interests of the Class Representatives and the Class Members. Defendants' counsel has conducted a similar investigation on behalf of Defendants.

WHEREAS, counsel for the Class Members believes, in view of the costs, risks, and delays and potential benefit of continued litigation and potential additional appeals balanced against the benefits of settlement to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit.

WHEREAS, prior to entering into this Agreement, counsel for the Parties engaged in motion practice and discovery was served.

WHEREAS, the Class in this case shall be represented by only Plaintiff.

WHEREAS, the Parties desire and intend to seek Court approval of the proposed class action settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek a Final Order and Judgment implementing this Agreement and dismissing with prejudice the claims of the Plaintiff and Class Members, including the Class Action Lawsuit, as set forth herein;

WHEREAS, the Parties and their counsel recommend approval of this Agreement to the Court; and

WHEREAS, the Parties agree to undertake all steps necessary to effectuate the terms and purpose of this Agreement, and to secure the Court's approval of this settlement.

WHEREAS, in consideration of the promises, representations, and warranties set forth, and Parties stipulate and agree as follows:

1. DEFINITIONS.

The following definitions shall apply to this Agreement:

- A. "Class Action Lawsuit" or "Action" means *Maxim Khurevich v. Star Casualty Insurance Co.*, Case No. 2023-013380-CA-01, pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- B. "Class Counsel" means: Amy Judkins Esq. and Alex Couch Esq. of Normand, Judkins, & Couch, PLLC, and Andrew Irvin Esq. of Irvin & Irvin PLLC.
- C. "Class Members" shall be defined in the following manner:
 - a. Purchasing Fees Class: All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy during the Class Period who made

a claim for a loss, and whose claim was adjusted as a total loss, and whose payment did not include the full amount (\$79.85) of Purchasing Fees; specifically tag and title transfer fees.

- b. Excess Storage Fee Deduction Class: All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy during the Class Period who made a claim for a loss, and whose claim was adjusted as a total loss, and whose claim included a Storage Fee Deduction.
- c. Overlapping Classes: The Excess Storage Fee Deduction Class and Purchasing Fees Class can and do overlap as to some, but not all class members.

These Settlement Classes exclude: A. Any of Star Casualty's officers, directors, employees, or legal representatives; B. Any judge who has presided over the Action and any members of that judge's immediate family; C. Any person who timely and validly opts out of the Settlement: and

- D. "Class Notice" means the method for dissemination of notice of this Settlement to members of the Settlement Classes in accordance with a notice program that shall be submitted to the Court for approval in connection with the motion for Preliminary Approval as set forth further below.
- E. "Class Period" means the period from March 22, 2018, through the date of Preliminary Approval.
- F. "Class Representative" means Maxim Kharevich.
- G. "Court" means the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- H. "Defendant" or "Star Casualty" means Star Casualty Insurance Company.
- I. "Effective Date" means the fifth business day after which all of the following events have occurred: a. The Court has entered without material change the Final Approval Order; and b. The time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.
- J. "Effective Date" shall mean the 30 days after entry of the Final Approval Order and Entry of Judgment which will also be the "Final Judgment Date" (as further described below).
- K. "Email Notice" means the email messages to be sent from the Settlement Administrator to members of the Settlement Classes, in a form to be agreed upon by the Parties, which shall include the following information: a description of the material terms of the Settlement; a date by which members of the Settlement Classes may exclude themselves from or "opt-out" of the Settlement; a date by which members of the Settlement Classes may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website where members of the Settlement Classes may access this Agreement and other related documents and information.

- L. "Escrow Account" means the escrow account established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation to receive and maintain funds contributed on behalf of Defendant for the benefit of the Settlement Classes. The costs of establishing and maintaining the Escrow Account shall be paid by Defendant. The Escrow Account shall be maintained by the Settlement Administrator.
- M. "Excess Storage Fee Deduction" shall mean deductions from Actual Cash Value ("ACV") payments based on storage deductions labeled as "Excess Storage Deducted" in the data.
- N. "Final Approval" means the date that the Court enters an order and judgment granting final approval to the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel, if any. In the event the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
- O. "Final Approval Order" means the order of dismissal and final judgment that the Court enters upon Final Approval. In the event the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.
- P. "Mailed Notice" means the short-form, postcard notice to be sent from the Settlement Administrator to members of the Settlement Classes via U.S. Mail, in a form to be agreed upon by the Parties, which shall include the following information: a description of the material terms of the Settlement; a date by which members of the Settlement Classes may exclude themselves from or "opt-out" of the Settlement; a date by which members of the Settlement Classes may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; and the address of the Settlement Website where members of the Settlement Classes may access this Agreement and other related documents and information.
- Q. "Opt-Out Period" means the period that begins the day after the earliest date on which Class Notice is first emailed, mailed, or appears online, and that ends no later than 20 days before the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Class Notice.
- R. "Parties" means Plaintiff and Star Casualty.
- S. "Plaintiff" means Maxim Kharevich.
- T. "Preliminary Approval" means the date that the Court enters, without material change, an order preliminarily approving the Settlement.
- U. "Purchasing Fees" shall mean the replacement costs required to purchase a comparable motor vehicle including sales tax, tag and title transfer fees, and other mandatory costs to purchase a comparable motor vehicle (reasonably related fees incidental to transfer of ownership of a motor vehicle).
- V. "Released Claims" shall mean any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney's fees of any nature whatsoever, whether based on any federal law, state law, common law, or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), which Plaintiff or any settlement Class Member has, had or may have including related bad faith claims arising from the allegations of the Amended Complaint including those based in any way upon the payments made, or not made, by the Defendant to the Class Members for damage to their vehicle adjusted as a total loss.

- W. “Released Parties” means Defendant and shall include, Defendant, and its affiliates, past or present directors, officers, employees, insurers, reinsurers and agents.
- X. “Releasing Parties” means Plaintiff, all Settlement Class Members, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, agents, attorneys, and all those who claim through them or on their behalf.
- Y. “Settlement” means the settlement which the Parties have entered to resolve the Action as set forth in this Agreement.
- Z. “Settlement Administrator” means American Legal Claim Services, LLC, the person or entity selected by mutual agreement of the Parties to implement and carry out the Class Notice program, manage opt-out requests, and oversee distribution of Settlement Fund Payments.
- AA. “Settlement Class Member” means any person included in the Settlement Classes who does not timely and properly opt out of the Settlement.
- BB. “Settlement Costs” mean all costs incurred by Plaintiff, the Settlement Classes and Class Counsel in connection with the Action, including but not limited to, notice and settlement administration costs—including any amounts owed to the Settlement Administrator and any costs associated with providing notice required by the Florida Law—expenses advanced by Class Counsel, and any Court-ordered award to Plaintiff or Class Counsel, including Class Counsel's attorneys' fees, costs, and expenses.
- CC. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Class Notice program, as a means for the Settlement Classes to obtain information about the Settlement, and shall include hyperlinked access to this Agreement, the Mailed Notice and Long-Form Notice, the order preliminarily approving this Settlement, and such other documents as Class Counsel and Star Casualty agree to post or that the Court orders posted on the website. These documents shall remain on the Settlement Website at least until 45 days after Final Approval. The URL of the Settlement Website shall be www.XXX.com, or such other URL as Class Counsel and Star Casualty agree upon in writing.

2. CLASS CERTIFICATION.

Concurrently with seeking preliminary approval of the Settlement, counsel for the Plaintiff shall seek certification for settlement purposes of the Class defined herein pursuant to Florida Rule of Civil Procedure 1.220(b)(3).

3. REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT.

For settlement purposes, and subject to Court approval, Plaintiff Maxim Kharevich shall be appointed as the Class Representative. Additionally, for settlement purposes, and subject to Court approval, Amy Judkins and Alex Couch of NORMAND, JUDKINS, & COUCH, PLLC, and Andrew Irvin of IRVIN & IRVIN PLLC shall be appointed to act as counsel for the Settlement Class (hereinafter referred to as “Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL.

The Parties agree that they shall have until June 15, 2026 to submit the Settlement Agreement and Motion for Preliminary Approval to the Court and to request a Preliminary Approval Hearing (if necessary) to occur in June 2026, or as soon as the Court. The Court may also enter an order the Motion for Preliminary Approval without a hearing. Defendant shall join in the relief sought in the Motion for Preliminary Approval.

5. FINAL APPROVAL AND JUDGMENT.

If the Court preliminarily approves the settlement, and all other conditions precedent to the settlement are satisfied, and notice has been issued to the Class, Class Counsel shall file an unopposed Motion for Final Approval of Class Action Settlement and Judgment. Defendant agrees not to oppose this Motion.

6. ADMINISTRATION AND CLASS NOTICE PROCESS.

- a. Notice and Administration costs shall be paid separately by the Defendant in addition to and not out of the Settlement Fund.
- b. The Settlement Administrator shall be selected by the Parties jointly and supervised by the Parties jointly.
- c. The Settlement Class Notice shall be conducted separately for each of the Purchasing Fees Class and Excess Storage Fee Class.
- d. The Settlement Class Notice shall be in accordance with the forms agreed to in the Settlement Agreement and approved by the Court. Plaintiff will provide proposed notice forms, which are subject to approval Defendant. The Parties will work together jointly and in good faith to agree on the substance. Notice shall include all of the following:
 - i. Long-form Notice, which will be posted on the Settlement Website;
 - ii. Short-form Notice, which will be sent in two ways: (1) via postcard, pre-paid postage, with a detachable claim form that is pre-filled with the claimant's information and served by direct mail to the last known address of the insured, including skip trace remailing for any undelivered mail ("Mailed Notice"); and (2) via email, to the extent such addresses are kept by Star Casualty ("Email Notice").
 1. Email Notice and Mailed Notice shall be sent to each Settlement Class member at least twice on dates suggested by the Settlement Administrator. The initial Email Notice and Mailed Notice shall be sent on the same day.
 2. Mailed Notice shall be sent twice to each Settlement Class member.
 3. Email Notice shall be sent once to each Settlement Class member for whom Star Casualty maintains email addresses.
 4. Settlement Class members for whom Star Casualty maintains physical addresses and Email addresses shall be sent both Mailed Notice and Email Notice.

5. Email notice shall only require a click through hyperlink to a pre-filled claim form identical to that of the Postcard notice with an electronic signature permitted. The Class member may select the form of payment in the notice.
6. The Settlement Administrator may deny claims not in compliance with the settlement agreement including the filing of duplicative Claim Forms or failure to substantially complete the Claim Form. Each class member whose claim form is alleged to be non-compliant shall be informed of the deficiency (along with Plaintiff's counsel) and afforded ample opportunity to cure prior to settlement distribution.
- iii. The Settlement Website shall contain important information and documents, including an online claim form and ability to submit the claim form through that portal using the claim information (claim number and date of loss) or claimant ID.
- iv. The Settlement Administrator will make available a mechanism for Class Members to reasonably contact the administrator via phone and/or email and will assist Settlement Class members, answer Settlement Class members' questions using an agreed upon script, and can further take names, addresses, and relevant information to send out Long Form Notices and to provide to the parties.
- d. The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.
- e. "Claims Deadline" for submitting claims shall be 14 days after the Final Approval Hearing.
- f. The Opt-Out Deadline and Objection Deadline shall be 28 days prior to the Final Approval Hearing.

7. REQUESTS FOR EXCLUSION AND OBJECTIONS.

The Settlement Administrator shall receive, collect and administer any and all requests for exclusion, and promptly send a copy of all exclusion requests to counsel for the parties for appropriate docketing. At the conclusion of the Notice Period and in preparation for Final Approval, the Settlement Administrator shall provide a declaration detailing compliance with the Notice plan and receipt of any opt outs or objections.

- A. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than 45 days after mailing of the Class Notice. The Settlement Administrator shall promptly provide a list of each Class Member who submitted a timely exclusion to counsel for Defendant and Class Counsel. A copy of this list will be filed with the Court, along with Plaintiff's Motion for Final Approval of Class Action Settlement.
- B. In the written request for exclusion, the Class Member must set forth his or her full name and address along with a statement that he or she wishes to be excluded.
- C. Any Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of this Agreement.

- D. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Clerk of the Court, and Counsel for Defendant and Class Counsel within 45 days after the mailing of the Notice. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); the reasons for his or her objection; and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel.
- E. Any Class Member who does not file a valid and timely objection to the settlement shall be barred from objecting to the settlement.
- F. Defendant's reserve all their rights and defenses with respect to any potential opt-out Class Member.

8. RELEASES.

As of the Effective Date, Plaintiff and the Class Members shall discharge the Released Parties from the Released Claims.

9. SETTLEMENT CONSIDERATION. In consideration for the foregoing releases, the Parties agree to the following:

A. Class-Wide Monetary Relief.

Subject to approval of the Court, Defendant shall create a Class Fund that pays each class member who submits a completed Claim Form and who does not seek to exclude him/herself from the settlement class:

a. Purchasing Fees Class:

- i. The Defendant will pay 100% of the Purchasing Fees (\$79.85) to each Settlement Class Member who submits a timely and valid Claim Form.
- ii. The Settlement Class shall include all insured total loss vehicles including all leased and owned vehicles, whether or not salvage was retained.
- iii. The Defendant shall be entitled to a set-off of any prior payments for Purchasing Fees.
- iv. Star Casualty insureds for whom full Purchasing Fees was already paid by Defendant as part of the total loss claim payment or who are otherwise ineligible for a payment due for any other good faith reason *are not Settlement Class Members and will not be entitled to any payment from the payment(s) from this Settlement.*
- v. Estimated claim value: \$165,369.00 (2,071 total claims)
- vi. Purchasing Fees include sales tax plus \$79.85 (\$75.25 for Title Transfer and \$4.60 for Registration Transfer).

b. Excess Storage Fee Deduction Class:

- i. The Defendant will pay 100% of the Excess Storage Fee Deduction that was deducted from ACV payment (up to \$25 per day for up to 8 days (\$200 max)) to each Settlement Class Member who submits a timely and valid Claim Form.
- ii. Star Casualty insureds for whom full the Excess Storage Fees Deduction was already paid to the insured or were never deducted by Defendant as part of the total loss claim payment or who are otherwise ineligible for a payment due for any other good faith reason *are not Settlement Class Members and will not be entitled to any payment from the payment(s) from this Settlement.*
- iii. Estimated claim value: \$260,000.00.

B. Non-Monetary Consideration.

As part of the settlement, the day following the signing of the Settlement Agreement:

- a. While Star Casualty maintains that its current practices (as to the Purchasing Fees issues) are consistent with applicable local and state law, to resolve the case, Star Casualty will pay (and already is paying) applicable Purchasing Fees on total loss vehicles including title and registration fees (at the time of loss). Defendant reserves the right to change its practices in the event of a change in applicable law, a change in the fees and taxes that are incidental to the transfer of ownership of motor vehicles titled and/or registered in the state, or appropriate changes in the terms of the applicable insurance policies with state approval.
- b. Further, while Star Casualty maintains that its current practices (as to the Excess Storage Fee Deduction issues) are consistent with applicable local and state law, to resolve the case, starting after this settlement class is certified, Star Casualty shall provide notice that storage of vehicles is authorized for up to 72 hours pursuant to Fla. Stat. 626.9743(8), subject to the limitations set forth in its Policy.

C. Waiver and Release of Plaintiff's Individual Claims that are Separate and Distinct from the Class Claims.

Within fourteen (14) days after Effective Date, pending Court approval, Defendant shall pay Plaintiff a total of \$5,000 for a service award which is separate from his damages (\$279.85) related to his individual claims. This payment to the Class Representative is separate and apart from any settlement payment to be distributed to all Settlement Class Members and will not reduce any benefits received by the Settlement Class.

Plaintiff agrees to release and discharge Defendant, its affiliates, past or present directors, officers, employees, insurers, reinsurers and agents, forever and with prejudice, from any and all causes of action, claims, rights, damages of any nature, penalties, liabilities, expenses, losses, and issues of any kind or nature whatsoever, whether known or unknown, that Plaintiff has or may have against Defendant that arose prior to the date on which he executed this Agreement, including without limitation any claims, whether in law or equity, known or unknown, against Defendant including related bad faith claims arising from the allegations of the Amended Complaint including those based in any way upon the payments made, or not made, by the Defendant to Plaintiff for damage

to his vehicle adjusted as a total loss, and any claims arising under any Florida or Federal statute, or local law, statute, regulation, constitution, ordinance, and/or public policy, contract, or tort law.

Plaintiff acknowledges he may have claims that are presently unknown based on actions that took place prior to the date he executes this Agreement and that the release contained in this Agreement is intended to and will fully, finally, and forever discharge all claims against Defendant, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected his decision to enter this release. Plaintiff agrees that, although he may discover facts in addition to or different from those that are currently known or believed to be true with respect to Plaintiff's released claims, it is his intention to fully, finally, and forever settle and release any and all claims, without regard to the subsequent discovery or existence of such additional or different facts.

10. SETTLEMENT DISTRIBUTION.

Payments to class members who submitted a Claim Form shall be sent within 90 days from the Effective Date. If there is an objection is made to the settlement, said objection shall be limited to the state of the policy address of the objector. Within 15 days after the Effective Date the Defendant shall create a "Settlement Fund" by depositing with the Settlement Administrator an amount determined by the number of claims timely submitted multiplied by the amount to which each claimant is entitled. The Settlement Administrator shall then distribute Settlement Payment via Check, ACH direct deposit, Pay Pal, Venmo, or Zelle, at the Claimants' election made on the claim form. A Claimant who does not make a valid election (or whose elected method cannot be completed after reasonable efforts) will receive a paper check mailed to the last known address. Checks shall be valid for 180 days. If within 30 days after the check void date the claimant requests another check be issued it shall be reissued. The Settlement Administrator shall also issue a letter after expiration of the 180-day period providing Class Members who made a claim but who did not process the payment with an opportunity to request within 30 days a one- time reissuance of payment with alternative payment options provided such as Pay Pal, Venmo etc. If the Class Member does not request reissuance, the funds represented by the expired checks shall revert to the Settlement Fund.

Any Class Member that opts-out of class participation by the Settlement Opt-out Deadline will be deemed a Non-Joining Class Member. Any Non-Joining Class Member's share of the Settlement Fund shall be returned to Defendant within 90 days from the Post-Effective Date Opt-out Deadline. If the payments to Class Members paid from the Settlement Fund do not completely exhaust the Settlement Fund, the remainder shall be distributed to Defendant within 180 days of the Effective Date, except for an amount necessary to make payment to Class Members who have or may request a reissuance of payment. Any amount of the Settlement Fund remaining shall be distributed to the Defendant after the expiration of the 180-day deadline for the Class Member to negotiate the reissued check.

11. ATTORNEY'S FEES, COSTS, AND EXPENSES.

Pending Court approval, Defendant agrees to pay Class Counsel's attorney fees and litigation costs in the total negotiated amount of \$185,000.00. Class Counsel's application for approval to the Court shall not exceed this amount. Within fourteen (14) days after the Effective Date is entered by the Trial Court, if no objection is filed, Defendant and/or its Insurer shall pay Class Counsel the attorney's fees and costs approved by the Court, which covers all attorney's fees and expenses arising out of the Lawsuit. Defendant agrees to pay, separate from the settlement fund, the amount awarded by the Court for attorney fees up to \$185,000.00. Defendant agrees not oppose Plaintiff's motion for attorney's fees. Defendant shall have no further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member beyond the amounts set forth in this paragraph.

12. TERMINATION.

After completing good faith negotiations, Plaintiff and Defendant shall each have the right, in their sole discretion, to terminate this Agreement by providing notice to the other within seven (7) days of:

- A. The Court's refusal to enter an Order Preliminarily Approving this Class Action Settlement;
- B. Defendant's receipt of the Class Administrator's declaration detailing compliance of the Notice plan and receipt of any opt out or objections.
- C. The Court's refusal to approve the settlement following notice to the Class members and the fairness hearing; or
- D. The Court's refusal to enter a Final Order and Judgment

If Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement shall be of no further force or effect, and the Parties' rights and defenses shall be restored, without prejudice to their respective positions as if this Agreement had never been executed.

13. MISCELLANEOUS PROVISIONS.

- A. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing, negligence, or liability by Defendant. This Agreement shall not be offered or be admissible against Defendant, or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms.
- B. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.
- C. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, including any and all other mediation and settlement agreements. The terms of this Agreement are contractual.
- D. This Agreement shall be interpreted in accordance with Florida law.
- E. Any dispute, challenge, or question relating to this Agreement shall be heard by this Court.

- F. The Parties shall request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, and over the administration and enforcement of this Agreement.
- G. This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.
- H. In the event that any of the provisions of this Agreement is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect other provisions of this Agreement if Defendant and Plaintiff mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.
- I. This Agreement shall be deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.
- J. This Agreement may be signed in counterparts. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed, by their duly authorized attorneys.

Khorevich
Maxim Kharevich, individually,
and as Class Representative

Date: 06/18/2026

Frank Drill
Frank Drill, Counsel for Defendant
Defendant Star Casualty
Insurance Co.

Date: Jun 19, 2026

EXHIBIT 4
Long Form Notice

The Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida has Preliminarily Approved a Class Action Settlement that may affect your rights.

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT
PLEASE READ CAREFULLY**

Maxim Kharevich v. Star Casualty Insurance Company
Case No. 2023-013380-CA-01 (11th Jud. Cir., Miami-Dade Cnty., FL)

If You Suffered a Total Loss of a Vehicle While Insured by Star Casualty Between March 22, 2018, and the Date of Preliminary Approval, You May Be Entitled to a Payment.

A court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

- ▶ A Settlement has been reached in *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01 (11th Jud. Cir., Miami-Dade Cnty., FL). In the lawsuit, the Plaintiff alleges that Star Casualty breached its auto insurance policies by failing to pay Title Transfer Fees and Tag Transfer Fees totaling \$79.85 on total loss claims and by improperly deducting Excess Storage and Towing charges from Actual Cash Value (“ACV”) payments. Star Casualty denies the allegations.
- ▶ Star Casualty will pay money to eligible Settlement Class Members who file a valid, complete, and timely Claim Form, as follows: (1) up to **\$79.85** in unpaid Title Transfer Fees and Tag Transfer Fees (\$75.25 + \$4.60); and/or (2) repayment of any improper Excess Storage and Towing deductions applied to the ACV payment, capped at **\$25 per day for up to 8 days (\$200 maximum)**; plus Prejudgment Interest. Recoveries are offset by any amounts previously paid for the same fees or storage.

*As an example, a Class Member whose ACV payment omitted both Title and Tag Transfer Fees and included a 5-day Excess Storage deduction at \$25/day would receive **\$79.85 + \$125.00 = \$204.85** plus interest, less any amount already paid.*

- ▶ To receive payment under the Settlement, you must submit a Claim Form by _____.
- ▶ You could be a Settlement Class Member if, between **March 22, 2018** and the date of entry of the Preliminary Approval Order, you (i) were insured under a Florida automobile insurance policy issued by Star Casualty, (ii) submitted a first-party claim that was adjusted as a total loss and settled by Star Casualty on an ACV basis, and (iii) either (a) did not receive the full amount of Title Transfer Fees and Tag Transfer Fees, and/or (b) had Excess Storage or Towing charges deducted from your ACV payment.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR RIGHTS ARE AFFECTED — YOU HAVE A CHOICE TO MAKE NOW

YOUR OPTION	WHAT IT MEANS	DEADLINE
SUBMIT A CLAIM FORM	This is the only way to receive a payment under the Settlement.	Claim Forms must be postmarked or submitted online by _____.
EXCLUDE YOURSELF	If you opt out of the Settlement, you will receive no payment, but you will keep any rights you have to sue Star Casualty about the claims in this case.	Requests for exclusion must be postmarked by _____.
OBJECT	If you wish, you may write to the Court explaining why you don't like the Settlement.	Objections must be filed and copies received by _____.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR RIGHTS ARE AFFECTED — YOU HAVE A CHOICE TO MAKE NOW

YOUR OPTION	WHAT IT MEANS	DEADLINE
APPEAR IN THE LAWSUIT OR ATTEND THE FAIRNESS HEARING	You may ask to speak in Court about your opinion of the Settlement. You may appear in Court yourself or appear through an attorney at your own expense.	Notice of intent to appear must be filed by _____. The Fairness Hearing is currently scheduled for _____ at ____:____.m.
DO NOTHING	If you do nothing, you will not receive a payment under the Settlement, and you will give up your rights to sue Star Casualty about the claims in this lawsuit.	—

- ▶ These rights and options – **and the deadlines and procedures to exercise them** – are explained in this notice.
- ▶ The Court in charge of this case still must decide whether to approve the Settlement Agreement before any benefits can be distributed. The Settlement Agreement benefits will be made available if the Court approves the Settlement Agreement and after any appeals are resolved. Please be patient.
- ▶ If you have any questions, please read on and/or visit **www.StarCasualtyTotalLossSettlement.com**.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.
Call **1-8XX-XXX-XXXX** toll free for more information or visit **www.StarCasualtyTotalLossSettlement.com**

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit, and your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Judge of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, is overseeing this class action. The lawsuit is known as *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01. Maxim Kharevich, the person who filed this lawsuit, is called the "Plaintiff" or "Class Representative," and the company he sued, Star Casualty Insurance Company ("Star Casualty"), is the "Defendant."

2. What is a class action?

In a class action, one or more persons called "Class Representatives" (in this case Maxim Kharevich) sue on behalf of a group or "Class" of people who have similar claims. In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members, except for those who ask in writing to be excluded from the Class.

3. What is this class action about?

This lawsuit alleges that Star Casualty breached its contracts (Florida automobile insurance policies) and applicable law by (1) failing to pay Title Transfer Fees and Tag Transfer Fees as part of the Actual Cash Value (“ACV”) of insured vehicles determined to be a total loss, and (2) improperly deducting Excess Storage and Towing charges from ACV payments.

Star Casualty denies these allegations. It maintains that it complied with the terms of the insurance policies and applicable law and denies that it acted wrongfully or unlawfully. The Court has not decided who is right. Instead, the parties have agreed to settle the lawsuit.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or Star Casualty should win this case. Instead, both sides agreed to a Settlement to avoid the uncertainties and expenses associated with continuing litigation. That way, the Settlement Class Members can get benefits and avoid the risk of getting no payment if the case went to trial. Under the Settlement, Class Members can get monetary benefits in exchange for releasing the Defendant from liability for the claims that were raised or could have been raised in the lawsuit, with a few exceptions. The Class Representative and his attorneys believe that the Settlement is in the best interests of the Class because it provides a fair and appropriate recovery while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

WHO IS IN THE SETTLEMENT

To see if you will be entitled to monetary benefits from this Settlement, you first have to decide if you are a Class Member.

5. How do I know if I am a member of the Settlement Class?

You are a “Settlement Class Member” if, between **March 22, 2018** and the date of entry of the Preliminary Approval Order, you (i) were insured under a Florida automobile insurance policy issued by Star Casualty, (ii) submitted a first-party claim that was adjusted as a total loss and settled by Star Casualty on an ACV basis, and (iii) either (a) did not receive the full amount of Title Transfer Fees and Tag Transfer Fees, and/or (b) had Excess Storage or Towing charges deducted from your ACV payment.

Excluded from the Class are: (i) Star Casualty, its parents, subsidiaries, affiliates, officers, directors, employees, and immediate family members; (ii) the Settlement Administrator, Class Counsel, and Defense Counsel; (iii) the presiding judge of this Court and the judge’s staff and immediate family; (iv) individuals whose total loss payments included full Title and Tag Transfer Fees and did not include any Excess Storage or Towing deduction; (v) individuals who submit a timely and valid request for exclusion; and (vi) individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time the Settlement Agreement is filed.

If you are still not sure whether you are included in the Settlement Class, you can call 1-8XX-XXX-XXXX and ask for free help.

THE SETTLEMENT BENEFITS

6. What are the benefits of the Settlement?

Star Casualty has agreed to make payments to Settlement Class Members who complete and submit a Claim Form postmarked or received by the claims deadline.

Monetary Benefits.

Star Casualty has agreed to pay each Settlement Class Member who submits a valid and timely claim: (1) up to **\$79.85** in unpaid Title Transfer Fees (\$75.25) and Tag Transfer Fees (\$4.60); and/or (2) repayment of any improper Excess Storage and Towing deductions applied to the ACV payment, capped at **\$25 per day for up to 8 days (\$200 maximum)**; plus Prejudgment Interest on the unpaid amounts. Recoveries will be offset by any amounts previously paid for the same fees or storage.

*As an example, a Class Member whose ACV payment omitted both Title and Tag Transfer Fees and included a 5-day Excess Storage deduction at \$25/day would receive **\$79.85 + \$125.00 = \$204.85** plus interest, less any amount already paid.*

Star Casualty has also agreed to pay the costs to administer and inform people about the Settlement, reasonable attorneys’ fees and costs of up to **\$185,000**, subject to approval by the Court. Plaintiff will also seek a service award in the amount of **\$5,000** for his services as Class Representative. These payments are separate from the amount that will be paid to Settlement Class Members who submit a valid claim and **will not reduce or impact** the amount of money available to Settlement Class Members.

A detailed description of the Settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website at www.StarCasualtyTotalLossSettlement.com.

SUBMITTING A TIMELY, VALID CLAIM FORM IS THE ONLY WAY TO GET A PAYMENT AS PART OF THIS SETTLEMENT

7. What am I giving up in exchange for the Settlement payment?

In exchange, the Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claims they have against Star Casualty and the Released Parties that relate to unpaid sales tax, title transfer fees, tag transfer fees, and/or Excess Storage or Towing deductions on first-party insured vehicles declared a total loss that were paid by Star Casualty from **March 22, 2018**, through the date of entry of the Preliminary Approval Order. Released claims do not include any claims alleging that Star Casualty failed to properly calculate the value of total loss vehicles except to the extent that such claims relate to failure to pay the foregoing fees or to the improper Excess Storage or Towing deductions. You may visit www.StarCasualtyTotalLossSettlement.com to view the Settlement Agreement and the full definition of Released Parties.

HOW TO GET A PAYMENT: SUBMITTING A CLAIM FORM

8. How do I get a monetary payment from this Settlement?

If you are a Class Member and would like to receive a monetary benefit, you must submit a complete and timely Claim Form for payment. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by completing the Claim Form, signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). You can also call 1-8XX-XXX-XXXX or visit the Settlement Website and request that the Settlement Administrator send you a Claim Form (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting www.StarCasualtyTotalLossSettlement.com, clicking the **MAKE A CLAIM** button, and following the steps. You will need a Claim ID for this Settlement (included in the mailed or emailed Notice sent to you), or your last name and your Star Casualty Policy number or the claim number from your total loss claim. If you do not know your Claim ID, you can call 1-8XX-XXX-XXXX and provide your last name and seek assistance in determining your Claim ID.

If you submit a Claim Form by mail, it must be **postmarked no later than** _____. If you submit an Electronic Claim Form, you must do so by **11:59 p.m. Eastern Time on** _____.

9. When will I get the Settlement payment?

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be objections, and it is uncertain whether objections will be filed and, if so, how long it will take to resolve them. Payments under the Settlement will be distributed to Class Members who have submitted timely and valid Claim Forms as soon as possible after the Court grants final approval and all objections (if any) have been resolved. Settlement payments will be distributed within 90 days of the Effective Date.

YOUR RIGHTS AND CHOICES: EXCLUDING YOURSELF FROM THE SETTLEMENT

10. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue Star Casualty about the claims in this case, or if you are already suing Star Casualty in another action over the legal issues in this case, then you must take steps to exclude yourself from this Settlement. This is sometimes called “opting out” of the Settlement.

11. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you will not receive the monetary benefits of the Settlement and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Star Casualty in the future for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. If you do not properly and timely submit a request for exclusion, you give up the right to sue Star Casualty for the claims that this Settlement resolves. If you have a pending lawsuit against Star Casualty, other than this class action, speak to your lawyer in that lawsuit immediately.

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a request for exclusion postmarked or received by _____. You do not need to hire your own lawyer to request exclusion. You must make a request to be excluded in writing, by U.S. mail, and mail, with sufficient postage, the request to:

Maxim Kharevich v. Star Casualty Insurance Company
Class Action Settlement
c/o Star Casualty Settlement Administrator
Attn: Exclusion
P.O. Box [XXXXX] | [City], [State] [Zip]

Your request for exclusion must contain the following:

- ☐ The name of the lawsuit, *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01.
- ☐ Your full name;
- ☐ Your current address;
- ☐ Your name or address at the time of your total loss claim if different from your current name or address;
- ☐ A clear statement that you wish to be excluded from the Class, such as: “*I request exclusion from the Class*”; and
- ☐ Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust, or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

YOUR RIGHTS AND CHOICES: OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement Agreement or some part of it.

14. How do I tell the Court if I don't like the Settlement?

Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must, in addition to timely filing a written objection with the Court, send a copy of the written objection by U.S. mail to Class Counsel and Defense Counsel at the addresses below, filed and postmarked no later than _____.

The full terms of the Settlement can be found at www.StarCasualtyTotalLossSettlement.com. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object, you must set forth and provide:

- ☐ The name and case number of the lawsuit, *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01.
- ☐ Your full name, address, telephone number, and signature (an attorney's signature is not sufficient);
- ☐ Your name or address at the time of your total loss claim, if different from your current name or address;
- ☐ A statement of your membership in the Class, including a verification under oath of the approximate date of your total loss, or attach documents establishing, or provide information sufficient to allow the Parties to confirm, that you are a Class Member;
- ☐ The specific reasons why you object to the terms of the Settlement and any legal support;
- ☐ The identity of any documents you wish the Court to consider;
- ☐ The case name and number of any other case in which you have objected in the last five (5) years;
- ☐ The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object, and the identity of any current or former lawyer who may be entitled to compensation for any reason related to the objection;
- ☐ State whether you and/or your attorney intend to appear at the Fairness Hearing and whether you and/or your attorney will request permission to address the Court at the Fairness Hearing; and
- ☐ Any additional information required by the Court.

If you and/or your attorney intend to request permission to address the Court at the Fairness Hearing, your objection and notice of intent to appear must also include the following:

- ☐ A detailed statement of the legal and factual basis for each of your objections;
- ☐ A list of any witnesses you may seek to call at the Fairness Hearing (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
- ☐ A list of any legal authority you may present at the Fairness Hearing; and
- ☐ Documentary proof of membership in the Settlement Class.

Objections and any notices of intent to appear must be filed and postmarked by _____ and submitted to the Clerk of the Court and to Class Counsel and Defense Counsel at the addresses set forth in Question 19 below.

Any Class Member who does not satisfy the requirements listed above may waive the right to be heard at the Fairness Hearing.

15. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement, and thus do not want to receive any benefits from the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

YOUR RIGHTS AND CHOICES: APPEARING IN THE LAWSUIT

16. Can I appear in this lawsuit or speak in Court about the Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

17. How can I appear in this lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must file with the Court a paper that is titled a "Notice of Appearance." The Notice of Appearance must contain the name of the lawsuit (*Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01), a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance must be signed, mailed, and filed by _____ with the Clerk of the Court via the Florida Courts E-Filing Portal, with copies mailed to Class Counsel and Defense Counsel at the addresses set forth in Question 19.

IF YOU DO NOTHING

18. What happens if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against Star Casualty about the legal claims released by the Settlement Agreement. **You will not receive payment unless you timely submit a valid Claim Form.**

THE LAWYERS REPRESENTING YOU AND THE CLASS

19. Do I have a lawyer in the case?

Yes, the Court has appointed the following attorneys as Class Counsel:

Alex R. Couch, Esq.
Amy L. Judkins, Esq.
Normand, Judkins, & Couch, PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803
Tel: (407) 603-6031
arc@normandpllc.com

Andrew P. Irvin, Esq.
Irvin & Irvin, PLLC
558 W. New England Ave., Suite 210
Winter Park, FL 32789
Tel: (407) 848-5800
andrew@irvinlegal.com

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

20. How will the lawyers be paid?

Class Counsel will file an application for attorneys' fees and costs of no more than **\$185,000**, subject to approval by the Court. Star Casualty has agreed to pay Class Counsel the approved amount. Payment of attorneys' fees and costs has no impact on and will not reduce the amount of money that will be paid to Class Members. If you submit a valid, complete, and timely claim, you will receive your full payment without reduction for attorneys' fees and costs.

Class Counsel will also seek a Service Award for the Plaintiff and Class Representative Maxim Kharevich in the amount of **\$5,000**, subject to Court approval. The Service Award is designed to compensate Plaintiff for the time and effort he spent helping to bring the case and securing the benefits for Class Members. Payment of the Service Award, if approved, will be paid separately by Star Casualty and will not reduce the amount of money paid to Class Members.

Class Counsel will file with the Court and post on the Settlement Website at **www.StarCasualtyTotalLossSettlement.com** its request for attorneys' fees, costs, and expenses and Plaintiff's Service Award by _____ (45 days prior to the Final Approval Hearing).

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a "Fairness Hearing" to decide whether to approve the Settlement on _____ at ____:____.m. in Courtroom ____ located at the Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Miami, Florida 33128. At this Hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. The Court will also consider the Service Award for the Class Representative, as well as the attorneys' fees and expenses for Class Counsel.

The hearing may be postponed to a different date or time without notice, so please check **www.StarCasualtyTotalLossSettlement.com** or call 1-8XX-XXX-XXXX for updates.

22. Do I need to go to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you file and mail your valid written objection on time, the Court will consider it. You may also pay another lawyer to attend the hearing, but that's not required.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a notice of intent to appear in *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01, as explained in Questions 14, 16, and 17, by no later than _____. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at **1-8XX-XXX-XXXX** or go to the Settlement Website at **www.StarCasualtyTotalLossSettlement.com**.

The Settlement Website provides:

- ☐ An Electronic Claim Form and directions for how to submit;
- ☐ The process for requesting a paper (non-electronic) pre-filled Claim Form;
- ☐ A form that you may use (but are not required to use) to exclude yourself from the class action;
- ☐ The full terms of the Settlement, including the Settlement Agreement;
- ☐ Information and requirements for submitting a claim, requesting exclusion, or filing an objection;

- ▶ A copy of important case documents, including the complaint, the Settlement Agreement, Plaintiff's motion for attorneys' fees and Service Award (when filed), and important rulings and orders from the Court;
- ▶ Important dates and deadlines, including any changes to the time and date of the Fairness Hearing; and
- ▶ Other general information about the class action and Settlement.

You may contact the Settlement Administrator by mail, email, or phone:

Mail: [Settlement Administrator Address]
Email: [email@settlementadministrator.com]
Phone: 1-8XX-XXX-XXXX

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time at the Office of the Clerk, Eleventh Judicial Circuit, Miami-Dade County, Florida, under Civil Action Number 2023-013380-CA-01.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

QUESTIONS? CALL 1-8XX-XXX-XXXX TOLL-FREE, OR VISIT www.StarCasualtyTotalLossSettlement.com.
PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR 1-8XX-XXX-XXXX.

By Order of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida • Case No. 2023-013380-CA-01 • Kharevich v. Star Casualty Insurance Co.

EXHIBIT 5 — POSTCARD NOTICE (MAILING FACE / FRONT)

COURT-ORDERED CLASS ACTION NOTICE

Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida
Kharevich v. Star Casualty Ins. Co. | Case No. 2023-013380-CA-01

ARE YOU INCLUDED?

You may be a Class Member if you were insured by Star Casualty under any Florida automobile insurance policy, and your vehicle was a **total loss settled on an actual cash value basis** between **March 22, 2018**, and the date of Preliminary Approval, and you (a) were not paid the full **\$79.85** in Title and Tag Transfer Fees, and/or (b) had **Excess Storage or Towing charges** deducted from your ACV payment.
This notice is court-ordered. This is not a solicitation from a lawyer.

WHAT IS THIS CASE ABOUT?

A settlement has been reached in a class action lawsuit against Star Casualty Insurance Company. The lawsuit claims that Star Casualty breached its Florida auto insurance policies by failing to pay Title and Tag Transfer Fees on total loss claims and by improperly deducting Excess Storage and Towing charges from Actual Cash Value payments. Star Casualty denies the claims. The Court did not rule in favor of Plaintiff or Defendant. Instead, the parties agreed to a settlement.

YOUR OPTIONS:

MAKE A CLAIM
Submit a valid Claim Form to receive payment under the Settlement. Claim Forms must be submitted by the deadline. Instructions at www.StarCasualtyTotalLossSettlement.com

DO NOTHING
You will be bound by the Settlement but will not receive any benefits. You give up your rights to sue Star Casualty about the claims in this case.

OPT OUT
Exclude yourself by mailing a signed request by the deadline. See www.StarCasualtyTotalLossSettlement.com for instructions.

OBJECT
Stay in the Settlement but tell the Court why you disagree with any part of it. See website for instructions.

MORE INFO: www.StarCasualtyTotalLossSettlement.com | 1-8XX-XXX-XXXX
DO NOT CONTACT THE COURT OR THE CLERK OF COURT ABOUT THIS NOTICE.
Class Counsel: Normand, Juddkins, & Couch, PLLC • Irvin & Irvin, PLLC

RETURN ADDRESS:

Star Casualty Settlement Administrator
P.O. Box [XXXXX]
[City], [State] [Zip]

FIRST CLASS MAIL
US POSTAGE PAID
Permit # _____

Postal Service: Please do not mark barcode
«MailingID»

[First Name] [Last Name]
[Address Line 1]
[City, State, Zip Code]

CLAIM / OPT-OUT DEADLINE

Submit your Claim Form or exclusion request by
this date.

EXHIBIT 5 — POSTCARD NOTICE (BACK — NOTICE CONTENT)

NOTICE OF CLASS ACTION SETTLEMENT

Maxim Kharevich v. Star Casualty Insurance Company

Case No. 2023-013380-CA-01 • (11th Jud. Cir., Miami-Dade Cnty., FL)

PLEASE READ THIS NOTICE CAREFULLY

A settlement has been reached in a class action lawsuit against Star Casualty Insurance Company. The lawsuit claims that Star Casualty breached its Florida auto insurance policies by failing to pay Title and Tag Transfer Fees on total loss claims and by improperly deducting Excess Storage and Towing charges from Actual Cash Value payments. Star Casualty denies the claims. The Court did not rule in favor of Plaintiff or Defendant. Instead, the parties agreed to a settlement.

WHY AM I GETTING THIS NOTICE?

Records show you may be eligible for a payment as a Settlement Class Member because, between **March 22, 2018** and the date of Preliminary Approval, you (i) were insured under a Florida automobile insurance policy issued by Star Casualty, (ii) submitted a claim that was adjusted as a total loss and settled by Star Casualty on an Actual Cash Value ("ACV") basis, and (iii) either (a) were not paid the full \$79.85 in Title and Tag Transfer Fees, and/or (b) had Excess Storage or Towing charges deducted from your ACV payment.

SETTLEMENT TERMS.

Star Casualty has agreed to pay each Settlement Class Member who submits a valid and timely claim: (1) up to **\$79.85** in unpaid Title Transfer Fees (\$75.25) and Tag Transfer Fees (\$4.60); and/or (2) repayment of any improper Excess Storage and Towing deductions applied to the ACV payment, capped at **\$25 per day for up to 8 days (\$200 maximum)**; plus Prejudgment Interest. Recoveries are offset by any prior payments for the same fees or storage.

As an example, a Class Member whose ACV payment omitted Title and Tag Transfer Fees and included a 5-day storage deduction at \$25/day would receive \$79.85 + \$125.00 = \$204.85 plus interest, less any amount already paid.

In addition, Star Casualty has agreed to pay attorneys' fees and costs of up to **\$185,000**. Plaintiff will also seek a service award in the amount of \$5,000 for his services in helping to bring and settle this case. These amounts, if approved by the Court, are paid separately by Star Casualty and **will not reduce or impact** the amount of money paid to Settlement Class Members.

HOW DO I RECEIVE PAYMENT?

To receive a payment, you must complete and mail the attached Claim Form (postage prepaid) or submit a complete Claim Form online at **www.StarCasualtyTotalLossSettlement.com**. Claim Forms must be postmarked or submitted online by _____. Claim Forms that are not postmarked, not timely postmarked, or not timely submitted electronically will not be considered for payment.

YOUR RIGHTS IN DETAIL:

OPTION 1 — MAKE A CLAIM	Submit a valid Claim Form by the Claim Deadline to receive payment under the Settlement.
OPTION 2 — DO NOTHING	Remain a Class Member. You will be bound by the Settlement but will not receive any benefits.
OPTION 3 — OPT OUT	File a signed exclusion request with the Settlement Administrator by the deadline. You will not be bound by the judgment. You may pursue independent claims, but receive no benefit from this case.
OPTION 4 — OBJECT	Stay in the Settlement Class but file a written objection with the Clerk of Court by the deadline. Refer to www.StarCasualtyTotalLossSettlement.com for instructions.

WHAT ARE MY OPTIONS?

You can make a claim, opt out to preserve your right to pursue an individual case against Star Casualty, object to the Settlement, or do nothing. The deadline to opt out or object is _____, Instructions are available at www.StarCasualtyTotalLossSettlement.com.

The Court will hold a Fairness Hearing on _____ at _____:_____.m. in Courtroom _____, at the Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Miami, FL 33128, to decide whether to approve the Settlement. You may attend.

CLASS COUNSEL (appointed by the Court):

Normand, Juckins, & Couch, PLLC • Alex R. Couch • Orlando, FL • www.ednormand.com
Irvin & Irvin, PLLC • Andrew P. Irvin • Winter Park, FL • andrew@irvinlegal.com

HOW DO I GET MORE INFORMATION?

This notice is only a summary. Go to www.StarCasualtyTotalLossSettlement.com or call toll-free **1-8XX-XXX-XXXX** to get more detailed information, FAQs, an online claim form, court filings, and the Settlement Agreement.

CLAIM FORM

Kharevich v. Star Casualty Ins. Co. • Class Action Settlement • Case No. 2023-013380-CA-01

[illegible]

AFFIRMATION (REQUIRED): By signing below, I certify that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian, or trustee of the person who made the insurance claim identified above, and that, to the best of my knowledge, the information on this Claim Form is true and correct.

Your Claim Form can be mailed (postage prepaid) or submitted online at www.StarCasualtyTotalLossSettlement.com. Must be postmarked or submitted by _____.

EXHIBIT 6
Email Notice

From:	donotreply@StarCasualtyTotalLossSettlement.com
To:	[Settlement Class Member Email Address]
Subject:	Notice of Class Action Settlement — Star Casualty Total Loss Settlement
Claim ID:	[insert Claim ID]

COURT-ORDERED NOTICE
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Maxim Kharevich v. Star Casualty Insurance Company
Case No. 2023-013380-CA-01 • Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida

ARE YOU INCLUDED?

Star Casualty's records indicate you may be entitled to a payment from a Class Action Settlement. You may be a Class Member because between **March 22, 2018** and the date of entry of the Preliminary Approval Order, you (i) were insured under a Florida automobile insurance policy issued by Star Casualty, (ii) submitted a first-party claim that was adjusted as a total loss and settled by Star Casualty on an Actual Cash Value ("ACV") basis, and (iii) either (a) did not receive the full \$79.85 in Title and Tag Transfer Fees, and/or (b) had Excess Storage or Towing charges deducted from your ACV payment.

A court has directed that this Notice be emailed to you. This is not a solicitation from a lawyer.

CLAIM DEADLINE

Submit a valid Claim Form by this date to receive payment under the Settlement.

OPT-OUT / OBJECTION DEADLINE

Exclude yourself or object in writing by this date. See options below.

HOW TO MAKE A CLAIM

To make a claim, click here *[insert link to website]* and enter your Claim ID *[insert Claim ID]*, or go to **www.StarCasualtyTotalLossSettlement.com** and click "Make a Claim" and enter your Claim ID. Online Claim Forms must be submitted by _____ (14 days after the Final Approval Hearing).

WHAT IS THIS NOTICE ABOUT?

A settlement has been reached in a class action lawsuit against Star Casualty Insurance Company. The lawsuit claims that Star Casualty breached its Florida auto insurance policies by failing to pay Title and Tag Transfer Fees on total loss claims and by improperly deducting Excess Storage and Towing charges from Actual Cash Value ("ACV") payments. Star Casualty denies the claims. The Court did not rule in favor of Plaintiff or Defendant. Instead, the parties agreed to a settlement to avoid the expense and risks of continuing the lawsuit.

WHY AM I GETTING THIS NOTICE?

Records show you may be eligible for a cash payment as a Settlement Class Member based on the criteria above. You may have previously received a Notice informing you that you might be a Class Member in *Maxim Kharevich v. Star Casualty Insurance Company*, Case No. 2023-013380-CA-01. The parties have now agreed to settle that lawsuit.

SETTLEMENT TERMS FOR CASH PAYMENTS

Star Casualty has agreed to pay each Settlement Class Member who submits a valid and timely claim: (1) up to **\$79.85** in unpaid Title Transfer Fees (\$75.25) and Tag Transfer Fees (\$4.60); and/or (2) repayment of any improper Excess Storage and Towing deductions applied to the ACV payment, capped at **\$25 per day for up to 8 days (\$200 maximum)**; plus Prejudgment Interest. Recoveries are offset by any amounts previously paid for the same fees or storage.

*As an example, a Class Member whose ACV payment omitted both Title and Tag Transfer Fees and included a 5-day Excess Storage deduction at \$25/day would receive **\$79.85 + \$125.00 = \$204.85** plus interest, less any amount already paid.*

In addition, Star Casualty has agreed to pay attorneys' fees and costs of up to **\$185,000**. Plaintiff will also seek a service award in the amount of \$5,000 for his services in helping to bring and settle this case. These amounts, if approved by the Court, are paid separately by Star Casualty and **will not reduce or impact** the amount of money paid to Settlement Class Members.

YOUR OPTIONS AS A CLASS MEMBER

OPTION 1 — MAKE A CLAIM	If you wish to receive payment under the Settlement, you must complete and submit a Claim Form by the Claim Deadline. Claim Forms may be submitted online at www.StarCasualtyTotalLossSettlement.com . You should also have received a postcard notice with a detachable claim form to enable you to make a claim by mail. If you made a claim by mail, you do not need to submit a claim electronically.
OPTION 2 — EXCLUDE YOURSELF	If you do not wish to participate in this Settlement, you must mail a written request to be excluded postmarked by the Opt-Out Deadline. If you exclude yourself, or "opt out" of the Settlement, you will preserve your right to pursue an individual case against Star Casualty, but you will receive no payment under the Settlement. Refer to the Settlement Website and Long Form Notice for instructions.
OPTION 3 — OBJECT TO THE SETTLEMENT	If you want to stay in the Settlement Class but don't like any part of it, you can object to the Settlement. To object, you must file a written objection with the Clerk of the Court and send copies to the attorneys representing the Class and Star Casualty. Refer to the Settlement Website and Long Form Notice for instructions.
OPTION 4 — DO NOTHING	If you do nothing, you will be bound by the Settlement, but will not receive any benefits of the Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing on _____ at __: __ .m. in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, located at the Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Miami, Florida 33128. At this hearing, the Court will decide whether to finally approve the Settlement, including attorneys' fees, costs, and expenses, and a service award for the Plaintiff. The motion for attorneys' fees, costs and expenses, and service award will be posted at **www.StarCasualtyTotalLossSettlement.com** after it is filed. The Court will also review any objections to the Settlement at the hearing. You may attend the Fairness Hearing at your own expense, but you aren't required to attend. The date of the hearing may change without further notice, so please visit **www.StarCasualtyTotalLossSettlement.com** for updated information.

WHO REPRESENTS ME?

The Court has appointed the following attorneys, called Class Counsel, to represent you and other members of the certified Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

CLASS COUNSEL (appointed by the Court):

Alex R. Couch • Amy L. Judkins • Normand, Judkins, & Couch, PLLC • Orlando, FL • www.ednormand.com
Andrew P. Irvin • Irvin & Irvin, PLLC • Winter Park, FL • andrew@irvinlegal.com

HOW DO I GET MORE INFORMATION?

This notice is only a summary. Go to **www.StarCasualtyTotalLossSettlement.com** to get more detailed information, FAQs, an online claim form, court filings, and the Settlement Agreement, or call toll-free **1-8XX-XXX-XXXX**.

By Order of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida
Case No. 2023-013380-CA-01 • Maxim Kharevich v. Star Casualty Insurance Company
DO NOT CONTACT THE COURT OR THE CLERK OF COURT ABOUT THIS NOTICE.

[Unsubscribe](#)

EXHIBIT - 7
Prefilled Claim Form

PREFILLED CLAIM FORM

Your Name, Address, Claim ID, and Date of Loss are prefilled below based on Star Casualty's records. Review the prefilled information carefully. If any of the information has changed, please provide your updated information in the address grid below, sign the Affirmation, and return the form postmarked on or before _____ to the address on the enclosed postage-prepaid return envelope.

CLAIM FORM

*Maxim Kharevich v. Star Casualty Insurance Company
Class Action Settlement*

Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida • Case No. 2023-013380-CA-01

Name & Address: <i>[PREFILL]</i>	Claim ID: <i>[PREFILL]</i>	Date of Loss: <i>[PREFILL]</i>
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ADDRESS (if different from above)
Primary Address

[illegible]**Primary Address continued**[illegible]

City:	State:	Zip Code:

AFFIRMATION (REQUIRED): By signing below, I certify that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian, or trustee of the person who made the insurance claim identified above, and that, to the best of my knowledge, the information on this Claim Form is true and correct.

Signature (REQUIRED)

Date (REQUIRED)

Printed Name
(REQUIRED)

Your Claim Form can be mailed (postage prepaid) or submitted online at www.StarCasualtyTotalLossSettlement.com. To be considered, this Claim Form must be mailed postmarked on or before _____. Claim Forms not postmarked or not timely postmarked, as determined by the Settlement Administrator, will not be considered for payment.	POSTAGE PREPAID Kharevich v. Star Casualty Class Action Claims Administrator P.O. Box [XXXXXX] [CITY, STATE 12345]
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By Order of the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida
• Case No. 2023-013380-CA-01 • Kharevich v. Star Casualty Ins. Co.

Prefilled Electronic Claim Form

To be considered, this Claim Form must be submitted on or before _____ (14 days after the Final Approval Hearing). Claim Forms that are not timely submitted will not be considered for payment.

Maxim Kharevich v. Star Casualty Insurance Company

PREFILLED ELECTRONIC CLAIM FORM
Maxim Kharevich v. Star Casualty Insurance Company
 Case No. 2023-013380-CA-01 • (Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida)

Name & Address: *[PREFILL]*

Claim ID: [PREFILL]

Date of Loss: [PREFILL]

ADDRESS (IF DIFFERENT FROM ABOVE)

Primary Address

[illegible]

Primary Address continued

[illegible]

City:

State:

Zip Code:

POLICY & CLAIM INFORMATION

Star Casualty Policy Number:

OR

Total Loss Claim Number:

AFFIRMATION (REQUIRED): By signing below, I certify that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian, or trustee of the person who made the insurance claim identified above, and that, to the best of my knowledge, the information on this Claim Form is true and correct.

Signature (REQUIRED)
Date (REQUIRED)

Date (REQUIRED)

Printed Name (REQUIRED)

Exhibit B

(Declaration of Settlement Administrator)

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

MAXIM KHAREVICH, individually and on
behalf of all others similarly situated,

CASE NO.: 2023-013380-CA-01

Plaintiff,

v.

STAR CASUALTY INSURANCE COMPANY, a
domestic insurance corporation,

Defendant.

_____ /

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING NOTICE AND CLASS ADMINISTRATION

I, Mark Unkefer, hereby declare and state as follows

1. I am a Case Manager employed by American Legal Claims Services LLC (“American Legal”). I have more than four years of experience working in the settlement administration field. The statements of fact in this declaration are based on my personal knowledge and information provided to me by my colleagues in the ordinary course of business, and if called on to do so, I could and would testify competently thereto.

2. American Legal was appointed the Settlement Administrator pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement (the “Order”) dated June 26, 2026 and in accordance with the Settlement Agreement dated June 19, 2026 (the “Agreement”).¹ I submit this Declaration in order to advise the Parties and the Court regarding the implementation of the Court-approved Class Notice Program, and to report

¹ All capitalized terms not otherwise defined in this document shall have the same meanings ascribed to them in the Agreement.

on American Legal's handling to date of the Settlement administration, in accordance with the Order and the Agreement.

3. American Legal, founded in 2010, is a class action settlement administrator that has administered over 850 cases in the past 16 years with class sizes ranging into the millions of class members. American Legal has acted as a settlement administrator in many consumer cases similar to this one as well as cases involving the Fair Labor Standards Act (FLSA), the Worker Adjustment and Retraining Notification (WARN) Act, the Fair Credit Reporting Act (FCRA), the Telephone Consumer Protection Act (TCPA), the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Debt Collection Practices Act (FDCPA), the Electronic Funds Transfer Act (EFTA), questions of state laws relating to interest rates on consumer loans, repossession, and various other consumer protection laws.

OVERVIEW OF NOTICE ADMINISTRATION

4. Pursuant to the Agreement and Order American Legal was appointed to provide, and did provide, the following administrative services for the benefit of Settlement Class Members, as they are defined in the Agreement:

- Oversee the provision of Mail Notices and Email Notices to the Settlement Class;
- Oversee identification of addresses for any returned mail, and remailing the Mail Notices;
- Establish and maintain an official website;
- Establish and maintain an official toll-free number that Settlement Class Members may contact for additional information about the Settlement;
- Review and process Requests for Exclusion sent to or received by American Legal;
- Review and track objections sent to or received by American Legal;
- Receive and report on Claim Forms sent to or received by American Legal.

DISSEMINATION OF INDIVIDUAL NOTICE

5. American Legal sent the Email Notice to the 2,059 email addresses from the Notice List on July 27, 2026. Each Email Notice was transmitted with a unique message

identifier. If the receiving e-mail server could not deliver the message, a “bounce code” was returned along with the unique message identifier.

6. For all Settlement Class Members with potentially valid email addresses in the Notice List American Legal closely monitored all deliverability attempts of the Email Notice throughout the Email Notice campaign. A total of 158 Email Notices could not be delivered. As such, 92.3% of those Settlement Class Members with a valid email address on the Notice List had a successfully transmitted email, which accounted for 77.6% of the total Settlement Class Members identified on the Notice List.

7. Further, pursuant to the Agreement and the Proposed Schedule of the Order, American Legal was responsible for sending the Mail Notice and Claim Form to all potential Settlement Class Members.

8. Prior to mailing the Mail Notice to the Notice List, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”).² In addition, the addresses were processed via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. To the extent that any potential Settlement Class Member had filed a USPS change of address request, and the address was certified and verified, the current address listed in the NCOA database was used in connection with the Mail Notice mailing. A total of 461 records in the Notice List sent through the USPS NCOA, CASS, and DPV process were updated with new addresses.

² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

9. Prior to commencing any mailings for this matter, American Legal assigned a post office box to mail notice from and to allow potential Settlement Class Members to contact the Settlement Administrator or submit documents by mail. American Legal has and will continue to maintain the P.O. Box throughout the administration process.

10. On July 27, 2026, American Legal mailed 2,449 Mail Notices and Claim Forms to potential Settlement Class Members on the Notice List with a valid mailing address. In addition, a Claim Form will be mailed to all persons who submit a request for one. At this time, no requests have been received.

11. The return address on the Mail Notices is the post office box maintained by American Legal. As of August 27, 2026, 2 Mail Notices have been returned by the USPS with forwarding information and promptly re-mailed to the forwarding address.

12. As of August 27, 2026, a total of 289 Mail Notices have been returned to American Legal without forwarding address information. As a result of skip trace searches performed by American Legal using a third-party lookup service a total of 230 addresses were updated or confirmed and 230 Mail Notices were re-mailed to the updated addresses.

13. As of August 27, 2026, American Legal has mailed and/or emailed notice to 2,449 unique Settlement Class Members, with notice to 12 unique Settlement Class Members currently known to be undeliverable by both mail and email, yielding an overall 99.5% deliverable rate to the Settlement Class as a whole when considering all forms of notice attempted.

SETTLEMENT WEBSITE

14. Pursuant to the Agreement and the Proposed Schedule of the Order, on July 24, 2026, American Legal launched a website, www.starcasualtytotallosssettlement.com

(the “Website”) that potential Settlement Class Members could visit to obtain additional information about the proposed Settlement as well as important documents, including the Longform Notice (in English and Spanish), Settlement Agreement, Preliminary Approval Order, and any other relevant information that the parties agree to provide or that the Court may require, along with the ability to complete the Electronic Claim Form using the claim filing portal feature of the Website. The Website contains a summary of options available to potential Settlement Class Members, deadlines to act, and provides answers to frequently asked questions. Potential Settlement Class Members are also able to file a Claim Form via the website, or contact American Legal to request a paper Blank Claim Form, which they could then file by mail. References to the Website were prominently displayed in the Mail Notice and the Email Notice included a link to the Website and claim filing portal.

15. As of August 27, 2026, the Website has been visited by 291 unique visitors and 10 website pages have had 3,300 views. American Legal has maintained and will continue to maintain and update the Website throughout the administration of the proposed Settlement.

TOLL-FREE INFORMATION LINE

16. Pursuant to the Settlement Agreement and the Proposed Schedule of the Order, on July 27, 2026, American Legal established and is maintaining a toll-free interactive Voice Response Unit (“VRU”), 1-800-290-2388, to provide information and accommodate inquiries from potential Settlement Class Members. Callers hear an introductory message and then are provided with scripted information about the Settlement in the form of recorded answers to frequently asked questions. Callers also have the options of requesting a Claim Form by mail or leaving a voicemail for an American Legal

representative to contact them. The toll-free number was included in the Notice sent to potential Settlement Class Members and the automated telephone system is available 24 hours per day, 7 days per week.

17. As of August 27, 2026, the toll-free number has received 11 calls representing 12.6 total minutes. There have been zero voicemails received. American Legal has and will continue to maintain and update the VRU throughout the Settlement administration process.

REQUESTS FOR EXCLUSION

18. Potential Settlement Class Members who wished to be excluded from the Settlement were required to mail a written Request for Exclusion to American Legal postmarked on or before September 14, 2026. As of August 27, 2026, American Legal has received no requests for exclusion.

OBJECTIONS RECEIVED

19. Pursuant to the Agreement or the Order, potential Settlement Class Members who wished to object to the Settlement were required to submit written objections to the Clerk of Court and mail copies to Class Counsel and Defense Counsel, such that they were filed with the Court and postmarked on or before the objection deadline of September 14, 2026. As of August 27, 2026, American Legal is aware of no written objections to the Settlement.

CLAIMS RECEIVED

20. Pursuant to the Agreement and Proposed Schedule of the Order, potential Settlement Class Members who wished to make a claim are required to submit a completed Claim Form to the Settlement Administrator online and/or via U.S. Mail so that it will be

submitted and/or postmarked no later than October 26, 2026. As of August 27, 2026, American Legal has received 83 Claim Forms for 83 unique Settlement Class Members.³

I declare under penalty of perjury under the laws of the United States and the State of Florida that the foregoing is true and correct and that this declaration was executed on August 27, 2026.


NAME

³ As American Legal is still receiving, reviewing, and processing timely claims, the claims information provided herein is subject to further analysis for eligibility and quality control, and is, therefore, preliminary at this time.

Exhibit C
(Couch Declaration)

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

MAXIM KHAREVICH, individually and on
behalf of all others similarly situated,

CASE NO.: 2023-013380-CA-01

Plaintiff,

v.

STAR CASUALTY INSURANCE COMPANY, a
domestic insurance corporation,

Defendant.

DECLARATION OF ALEX COUCH

The undersigned, ALEX COUCH, declares as follows:

1. My name is ALEX COUCH. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge. I have reviewed all time sheets submitted by each individual referenced herein.
2. I am a partner in the law firm Normand, Judkins, and Couch PLLC and am one of counsel of record representing Plaintiff in the above-styled lawsuit. This declaration is submitted in support of the Motion for Final Approval of the Class Action Settlement Agreement and the Motion for Attorneys' Fees and Costs and Plaintiff's Service Award.
3. In the Settlement Agreement, Defendant agreed to pay Class Counsels' attorneys' fees and costs of \$185,000.00, and a Service Award of \$5,000.00 to the Named Plaintiff.
4. Class Counsel is comprised of myself, Ed Normand, Amy Judkins, and Andrew Irvin. Class Counsel have expended approximately 253 hours thus far in this litigation, with an estimated 20-30 hours necessary for the Final Approval Hearing and implementation of the

Settlement Agreement distribution and enforcement.

5. This includes 128.80 hours by Alex Couch, 13.70 hours by Edmund Normand, 15 hours expended by Amy Judkins, and over 78.80 hours by Andrew Irvin as described below:

Normand, Judkins, and Couch				
Timekeeper	Position	Years as Lawyer	Requested Rate	Hours
Edmund Normand	Partner	36	\$900	13.70
Alex Couch	Partner	11	\$650	128.80
Amy Judkins	Partner	10	\$650	15.00

Irvin and Irvin				
Timekeeper	Position	Years as Lawyer	Requested Rate	Hours
Andrew Irvin	Partner	13	\$650	78.80

6. Additionally, associate attorneys Christopher Hudon, Jacqueline Bertelsen, and Lawrence Cody expended 16.70 hours in this case combined. Additionally, Staff and paralegals of Class Counsel expended over 60 hours in this litigation.

7. Such hours were spent on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, preparing to oppose and respond to several motions to dismiss, researching legal issues, discovery-related issues, data analysis, and mediation and settlement negotiations and attendance.

8. Furthermore, Class Counsel has expended approximately \$10,408.75 in costs during this litigation, including filing fees, mediation expenses, and postage/copies costs.

9. Using rates competitive in Florida for similar total-loss litigation described above and the time spent in this case plus time for overseeing and implementing the remaining issues in settlement distribution as well as a final hearing, Class Counsel's lodestar is \$185,697.50. If the recommended multiplier of 2 was applied, the total would be \$371,395.00.

10. Notably, in similar total-loss litigation, the Middle District of Florida implemented a multiplier of 2.5 to the lodestar given the difficulties of this type of litigation and the inherent risk in bringing such litigation.

11. Thus, the lodestar, with a multiplier, far exceeds the requested attorneys' fees amount of \$185,000.00, to which Defendant agreed to pay.

12. Normand, Judkins, and Couch PLLC is an experienced and successful class action and complex litigation firm at the trial and appellate level, including in similar total-loss litigation.

13. Normand, Judkins, and Couch PLLC is a consumer class-action and complex litigation firm. While Normand, Judkins, and Couch PLLC is involved in a variety of different types of litigation at the trial and appellate level, Normand, Judkins, and Couch PLLC focuses its work in complex and class action litigation.

14. Ed Normand (founder and partner) and I both have extensive experience successfully litigating class actions, including ones similar to the present case. Cases in which Mr. Normand was appointed class counsel include *Roth v. GEICO*, Case No. 16-cv- 62942-WPD (S.D. Fla., filed 2016), a case in which final judgment was entered in favor of a certified class of 3,677 members, and which was the first total-loss case concerning leased vehicles asserting similar claims as the present case, and the first one to one to claim that the failure to pay title transfer fees was a breach of contract; *Sos v. State Farm Mutual Insurance Company*, Case No.

6:17-cv-890-orl-18KRS (M.D. Fla., filed 2017) (Byron, J.), in which a class of over 3,000 insureds was certified and final judgment entered in favor of the named plaintiff, and which also concerned leased-vehicle total-loss insureds claiming failure to pay sales tax and title transfer fees; and *Jones v. Geico*, Case No.: 6:17-cv-891-Orl-40KRS (M.D. Fla., filed 2017) (Byron, J.), in which summary judgment was entered in favor of a certified class of over 220,000 total-loss insureds for GEICO's failure to pay title and tag transfer fees after a total-loss (and the case subsequently settled and final approval and judgment was granted in July, 2020).

15. In another case in the Middle District, *Venerus v. Avis Budget*, Case No. 6:13-CV-921-CEM-GJK (M.D. Fla., filed 2013), Mr. Normand was appointed class counsel for a certified class of over 200,000 foreign renter customers of Avis Budget who rented a vehicle in Florida. In that case, summary judgment was entered in favor after Plaintiff proved her allegations that Avis Budget solicited premiums of \$12.44 per day in exchange for the promise to procure an insurance policy from a licensed insurance company, but instead pocketed the premiums and never purchased the insurance policy. Also in that case, this firm successfully secured a reversal by the 11th Circuit of a denial of class certification; upon remand, this Court certified the aforementioned class.

16. As another example, in another case in the Middle District, Mr. Normand and myself were certified class counsel of a settlement class in *Parker v. Universal Studios*, Case No. 6:16-cv-01193-CEM-DAB (M.D. Fla., filed 2017) (Mendoza, J.), and secured final approval of a settlement exceeding \$19 million for a class of hundreds of thousands of consumers illegally sent telemarketing text messages in violation of the TCPA.

17. More recently, Mr. Normand and I were certified class counsel of settlement classes in

Burklund v. Farm Bureau Prop. & Cas. Ins. Co., No. CI 23-2544 (Neb. Dist. Ct. Lancaster Cnty. Apr. 11, 2025), *Dortch v. State Farm Mut. Auto. Ins. Co.*, No. 03-CV-2024-901729.00 (Ala. Cir. Ct. Montgomery Cnty. June 15, 2026), and *Walker v. ALFA Mut. Ins. Co.*, No. 69-CV-2024-900015.00 (Ala. Cir. Ct. Barbour Cnty. July 30, 2026).

18. Ed Normand is the partner and founder of Normand, Judkins, and Couch PLLC (formerly doing business as Normand PLLC). Mr. Normand graduated from the University of Texas School of Law *cum laude* and has been a member of the Florida Bar since 1990. Mr. Normand previously was elected shareholder in 1996 at Wooten, Honeywell & Kest (which is one of the oldest personal injury firms in Central Florida, with previous partners that include a Mayor of Orlando, a Senator, and numerous Orange County judges) and the firm was re-named Wooten, Kimbrough & Normand P.A. Mr. Normand was honored with the highest Tier One ranking for Orlando in the Best Law Firms Report issued by U.S. News & World Report Magazine for four consecutive years, was named a Top 100 Trial Lawyers in Florida by the National Trial Lawyers Association, along with numerous other publications, and was Director and President of the Central Florida Trial Lawyers Association (2012).

19. The proposed settlement agreement secures virtually full relief for the Class. The amount of tag and title transfer fees is the full amount of tag and title transfer fees that could have been secured in a litigated judgment.

20. I believe that securing the full amount of tag and title transfer fees and an amount to represent interest is an excellent result for the Settlement Class

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Further declarant sayeth not.

Dated this 28th day of August, 2026.

/s/Alex Couch
ALEX COUCH