

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

CASE NO: 2023-013380-CA-01

SECTION: CA13

JUDGE: Javier A. Enriquez

**MAXIM KHAREVICH**

Plaintiff(s)

vs.

**STAR CASUALTY INSURANCE  
COMPANY**

Defendant(s)

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**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

THIS CAUSE came before the Court upon Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). The Court has reviewed the Motion, the proposed Settlement Agreement and Release (the "Agreement"), the proposed Class Notice forms and Notice Plan, the memoranda of law submitted by the Parties, and the parties being in agreement hereto, and the record in this proceeding, and is otherwise fully advised in the premises.

WHEREAS, Plaintiff Maxim Kharevich ("Plaintiff"), individually and as proposed Class Representative on behalf of the Settlement Classes, and Defendant Star Casualty Insurance Company ("Star Casualty" or "Defendant"), acting through their respective counsel, have agreed, subject to Court approval, to settle this class action on the terms and conditions set forth in the Agreement;

WHEREAS, the Court finds that the proposed Settlement Agreement was the product of arm's-length negotiations between experienced counsel following formal mediation, and that there is sufficient cause to submit the proposed settlement to the Settlement Classes and to schedule a Final Approval Hearing;

WHEREAS, the Court finds that the proposed Settlement Classes satisfy the requirements of

Florida Rule of Civil Procedure 1.220 for settlement purposes;

WHEREAS, the Court finds that the proposed Class Notice and Notice Plan satisfy the requirements of Florida Rule of Civil Procedure 1.220(d)(2) and due process;

NOW, THEREFORE, based upon the Motion, the Agreement, the submissions of the Parties, and for good cause shown, it is hereby ORDERED AND ADJUDGED as follows:

1. Incorporation of Definitions. This Order incorporates by reference the definitions set forth in the Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Preliminary Approval. The proposed Settlement Agreement and Release is hereby preliminarily approved as fair, reasonable, and adequate, and within the range of possible final approval under Florida Rule of Civil Procedure 1.220(e). The Court finds that the settlement was negotiated at arm's length between experienced counsel following formal mediation; that it provides 100% of compensatory damages to Settlement Class Members who submit timely, valid claims; that it appropriately accounts for the complexity, expense, and uncertainty of continued litigation; and that the stage of proceedings is sufficient to permit informed evaluation of the settlement.

3. Conditional Certification of Settlement Classes. For settlement purposes only, and without prejudice to any party's position on class certification in the event the settlement is not finally approved, the Court hereby conditionally certifies the following Settlement Classes pursuant to Florida Rule of Civil Procedure 1.220(b)(3):

a. Purchasing Fees Settlement 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 this 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.

b. Storage Fee Deduction Settlement 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 this 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.

c. Excluded from both Settlement Classes are: Star Casualty Insurance Company, its parents, subsidiaries, affiliates, officers, directors, employees, and their immediate family members; the presiding judge and court staff; and any person who timely and validly submits a request for exclusion in accordance with this Order.

d. The Court finds that both Settlement Classes satisfy the requirements of Florida Rule of Civil Procedure 1.220(a) and 1.220(b)(3) for settlement purposes, including numerosity, commonality, typicality, adequacy of representation, predominance of common questions, and superiority of the class action method. If the Agreement is terminated or otherwise fails to become effective, this Order shall be vacated, the conditional certification shall be void, and the Action shall revert to its pre-settlement status without prejudice to any party.

4. Appointment of Class Representative. Maxim Kharevich is hereby appointed as Class Representative for both Settlement Classes. The Court finds that Plaintiff is an adequate representative with no conflicts with class members and has actively participated in the prosecution of this action.

5. Appointment of Class Counsel. Pursuant to Florida Rule of Civil Procedure 1.220(g), the following are hereby appointed as Class Counsel for both Settlement Classes:

a. Amy Judkins, Esq. / Alex R. Couch, Esq. Normand, Judkins, Couch PLLC 3165 McCrory Place, Suite 175, Orlando, Florida 32803 Telephone: (407) 603-6031.

b. Andrew P. Irvin, Esq. Irvin & Irvin, PLLC 558 W. New England Ave., Suite 210, Winter Park, Florida 32789 Telephone: (407) 848-5800.

c. The Court finds that Class Counsel satisfy the four criteria of Rule 1.220(g)(1): they have conducted substantial investigative work identifying and developing the claims in this action; possess extensive experience in class actions and complex litigation, including dozens of materially

identical total loss class actions; have thorough knowledge of the applicable law; and have committed, and will continue to commit, the resources necessary to represent the Settlement Classes.

6. Appointment of Settlement Administrator. American Legal Claim Services, LLC is hereby appointed as Settlement Administrator. The Settlement Administrator is authorized and directed to: establish and maintain the settlement website and toll-free hotline; perform NCOA address verification prior to mailing; disseminate Class Notice by direct mail and email; receive, review, and process Claim Forms; determine claim validity in accordance with the Agreement; receive and maintain opt-out requests and Notices of Intent to Object; and file with the Court proof of completion of the Notice Program and a complete opt-out list no later than ten (10) days before the Final Approval Hearing. The fees and expenses of the Settlement Administrator shall be paid by Star Casualty and shall not reduce amounts available to Settlement Class Members.

7. Approval of Class Notice and Notice Plan. The Class Notice forms attached hereto as Exhibits A through E — comprising the Long-Form Notice (Exhibit A), Postcard/Direct Mail Notice (Exhibit B), Email Notice (Exhibit C), Paper Claim Form (Exhibit D), and Electronic Claim Form (Exhibit E) — and the Notice Plan are hereby approved. The Court finds that the Notice forms and Notice Plan: (a) constitute the best practicable notice under the circumstances; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of this action, the settlement terms, their rights to submit a claim, opt out, or object, the binding effect of the settlement, and the Final Approval Hearing; (c) satisfy the content requirements of Florida Rule of Civil Procedure 1.220(d)(2); and (d) satisfy the requirements of due process. Spanish-language notice shall be available on the settlement website.

8. Notice Program. The Settlement Administrator shall disseminate Class Notice as follows, and the settlement website shall be operational, no later than thirty (30) days after entry of this Order (the “Notice Date”). Any Settlement Class Member who requests a paper Claim Form shall receive one within ten (10) days of such request.

9. Claim Submission. Settlement Class Members who wish to receive a settlement payment must

submit a completed Claim Form: (a) by mail, postmarked no later than fourteen (14) days after the Final Approval Hearing; or (b) electronically via the settlement website, no later than 11:59 p.m. Eastern Time on the date fourteen (14) days after the Final Approval Hearing. The ability to submit an Electronic Claim Form will be deactivated after the deadline. Claim Forms must include the claimant's full name and current address; the claimant's Star Casualty policy number or claim number, or the make and model of the total loss vehicle; and the claimant's signature and date certifying under penalty of perjury that the information is true and correct.

10. Opt-Out Procedure. Any Settlement Class Member who wishes to be excluded from the Settlement must submit a written request for exclusion to the Settlement Administrator, postmarked no later than twenty-eight (28) days prior to the Final Approval Hearing, addressed to:

Kharevich v. Star Casualty Insurance Company c/o American Legal Claim Services, LLC  
Attn: Exclusion [ADDRESS]

To be valid, a request for exclusion must include: (a) the name and case number of this lawsuit; (b) the class member's full name; (c) the class member's current address; (d) a clear statement requesting exclusion, such as "I request exclusion from the Settlement Class"; and (e) the class member's signature. Requests for exclusion must be submitted on an individual basis and not on behalf of a group. A Settlement Class Member who submits a timely valid opt-out request shall not be bound by the Agreement or any judgment entered pursuant thereto, shall not be entitled to any settlement payment, and shall retain any individual right to sue Star Casualty separately. Any purported opt-out that does not comply with this Order or is not timely postmarked shall be void, and that class member shall remain in the Settlement Classes and be bound by the Agreement. A Settlement Class Member who submits a request for exclusion may not also object to the Settlement; if both are submitted, the opt-out shall control.

11. Objection Procedure. Any Settlement Class Member who has not timely opted out and who wishes to object to any aspect of the proposed Settlement must file a written Notice of Intent to Object with the Clerk of this Court and serve copies on Class Counsel and defense counsel, postmarked or filed no later than twenty-eight (28) days prior to the Final Approval Hearing,

addressed to:

Kharevich v. Star Casualty Insurance Company c/o American Legal Claim Services, LLC  
Attn: Objection [ADDRESS]

To be considered, a Notice of Intent to Object must include: (a) the case name and case number; (b) the objector's full name, current address, telephone number, and signature; (c) a specific, detailed statement of each ground for objection and the legal and factual basis therefor; (d) any supporting documents or evidence; (e) the name, address, bar number, and telephone number of any attorney representing the objector; and (f) a statement of whether the objector and/or their attorney intend to appear at the Final Approval Hearing. If the objector intends to request permission to address the Court at the Final Approval Hearing, the Notice of Intent must additionally include: (i) a list of witnesses, with addresses and summaries of proposed testimony; (ii) a list of all legal authority to be presented; and (iii) documentary proof of membership in a Settlement Class. Any Notice of Intent to Object that does not comply with this Order or is not timely filed and served may be disregarded by the Court. A class member who files a Notice of Intent to Object waives the right to request exclusion and will be bound by any decisions and orders of the Court and by the terms of the Settlement if approved.

12. Motion for Final Approval and Fee Application. Class Counsel shall file their Motion for Final Approval of the Settlement, together with their application for attorneys' fees, costs, expenses, and a Service Award for Plaintiff, no later than forty-five (45) days prior to the Final Approval Hearing. The fee application shall include a lodestar cross-check and shall be posted on the settlement website promptly upon filing.

13. Stay of Proceedings. All proceedings in this Action, other than those necessary to implement or enforce this Order or the Agreement, are hereby stayed pending the Final Approval Hearing. Pending final approval, Plaintiff and all Settlement Class Members who have not timely and validly excluded themselves are enjoined from commencing, prosecuting, or participating in any action asserting claims released by the Agreement.

14. No Admissions. Neither this Order, the Agreement, nor any proceedings taken pursuant thereto

shall constitute, be construed as, or be admissible in evidence as an admission or concession by Star Casualty of any liability, wrongdoing, or violation of law, or as a waiver of any defense, in the event the settlement is not finally approved.

15. Final Approval Hearing. The Court will hold a **Final Approval Hearing on October 12, 2026, at 8:30 A.M.**, at the Miami-Dade County Courthouse, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Miami, Florida 33128, to consider the fairness, reasonableness, and adequacy of the proposed Settlement, Class Counsel's fee and Service Award application, entry of final judgment, and such other matters as the Court deems appropriate. The Final Approval Hearing may be continued or adjourned by the Court without further notice to Settlement Class Members other than an announcement at the hearing or a notice posted on the settlement website.

16. Schedule. The Court confirms the following schedule:

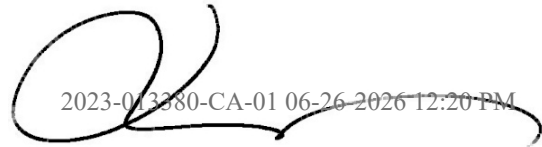
| # | Action                                                                                                                  | Deadline                                 |
|---|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
|   | Settlement Website posted by Settlement Administrator                                                                   | 30 days after entry of PAO               |
|   | Settlement Administrator to complete direct mail and email notice ("Notice Date")                                       | 30 days after entry of PAO               |
|   | Deadline for Settlement Class Members to opt out                                                                        | 28 days prior to Final Approval Hearing  |
|   | Deadline for Settlement Class Members to submit Notice of Intent to Object                                              | 28 days prior to Final Approval Hearing  |
|   | Deadline for Settlement Class Members to submit Claim Forms                                                             | 14 days after the Final Approval Hearing |
|   | Deadline for Class Counsel to file Motion for Final Approval, application for attorneys' fees, costs, and Service Award | 45 days prior to Final Approval Hearing  |
|   | Settlement Administrator to file proof of completion of Notice Program and complete Opt-Out list                        | 10 days prior to Final Approval Hearing  |
|   | Final Approval Hearing                                                                                                  | October 12, 2026, at 8:30 A.M.           |

17. Extensions. Upon a showing of good cause, the Court may extend any of the deadlines set forth

in this Order without further notice to the Settlement Class.

18. Retention of Jurisdiction. The Court retains jurisdiction over this Action and all parties, including all Settlement Class Members, for purposes of supervising the implementation and administration of the Agreement, entering final judgment, and enforcing the terms of any final judgment entered pursuant to the Agreement.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 26<sup>th</sup> day of June, 2026.



2023-013380-CA-01 06-26-2026 12:20 PM

2023-013380-CA-01 06-26-2026 12:20 PM

Hon. Javier A. Enriquez

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

- Alex R. Couch: firm@couch.law
- Alex R. Couch: service@couch.law
- Alex Ray Couch: arc@normandpllc.com
- Alex Ray Couch: NormandPLLC@ecf.courtdrive.com
- Alex Ray Couch: service@normandpllc.com
- Amy Judkins: alj@normandpllc.com
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