

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.

NOTICE OF FILING EXHIBITS RELATED TO AND IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

COMES NOW, the Plaintiff, MAXIM KHAREVICH, by and through the undersigned counsel, and hereby gives notice of filing the attached Exhibits Related to and in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement which was filed on June 18, 2026. The exhibits are as follows.

Exhibit 1 — Proposed Order Granting Preliminary Approval of Class Action Settlement.

Exhibit 2 — Declaration of Alex R. Couch in Support of Preliminary Approval.

Exhibit 3 — Class Action Settlement Agreement.

Exhibit 4 — Long Form Notice.

Exhibit 5 — Postcard Notice.

Exhibit 6 — Email Notice.

Exhibit 7 — Prefilled Paper Claim Form.

Exhibit 8 — Prefilled Electronic Claim Form.

CERTIFICATE OF SERVICE

The undersigned counsel certifies that on June 22, 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.

Dated: June 22, 2026.

Respectfully submitted,

/s/ Alex Couch

ALEX RAY COUCH, Esquire

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Counsel for Plaintiff

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

MAXIM KHAREVICH, individually and
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CASE NO.: 2023-013380-CA-01

Plaintiff,

v.

STAR CASUALTY INSURANCE
COMPANY, a domestic insurance
corporation,

Defendant.

_____ /

**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 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;

Exhibit 1

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,

Exhibit 1

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. and Alex R. Couch, Esq. of **Normand, Judkins, and Couch PLLC** 3165 McCrory Place, Suite 175, Orlando, Florida 32803 Telephone: (407) 603-6031.
- b. Andrew P. Irvin, Esq. of **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

Exhibit 1

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 to Plaintiff's Notice of Filing (filed on June 22, 2026) as Exhibits 4 through 8 — comprising the Long-Form Notice (Exhibit 4), Postcard Notice (Exhibit 5), Email Notice (Exhibit 6), Paper Claim Form (Exhibit 7), and Electronic Claim Form (Exhibit 8) (forms should be in substantially similar form as filed) — 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**

Exhibit 1

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

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.**

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,

Exhibit 1

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 _____, 2026, at _____ A.M./P.M., at the Miami-Dade County Courthouse, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Miami, Florida 33128, Courtroom [____], 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.

Exhibit 1

16. **Schedule.** The Court confirms the following schedule:

#	Action	Deadline
1.	Settlement Website posted by Settlement Administrator	30 days after entry of this Order
2.	Settlement Administrator to complete direct mail and email notice (“Notice Date”)	30 days after entry of this Order
3.	Deadline for Settlement Class Members to opt out	28 days prior to Final Approval Hearing
4.	Deadline for Settlement Class Members to submit Notice of Intent to Object	28 days prior to Final Approval Hearing
5.	Deadline for Settlement Class Members to submit Claim Forms	14 days after the Final Approval Hearing
6.	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
7.	Settlement Administrator to file proof of completion of Notice Program and complete Opt-Out list	10 days prior to Final Approval Hearing
8.	Final Approval Hearing	Date set by the Court, at least 105 days after entry of this Order

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 this _____ day of _____, 2026.

CIRCUIT COURT JUDGE

Copies furnished to: All Counsel of Record

Exhibit 2

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 R. COUCH IN SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Alex R. Couch, declare and state as follows:

1. My name is Alex R. Couch. I am over the age of majority, provide this declaration voluntarily, and it is based on personal knowledge.

2. I am a managing partner at Normand, Judkins, & Couch, PLLC (formally known as and also doing business as Normand PLLC) and I am one of the counsel for Plaintiff Maxim Kharevich ("Plaintiff") and the proposed Settlement Classes in the above-captioned action (the "Action").

3. I submit this Declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement. Unless otherwise stated, I have personal knowledge of the facts stated herein and could competently testify to them if called upon to do so. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release ("Settlement Agreement" or "Agreement").

EXPERIENCE OF CLASS COUNSEL

4. Normand, Judkins, & Couch, PLLC is a law firm with substantial experience in litigating complex class actions, particularly in the area of first-party automobile total loss insurance claims and the recovery of fees as components of actual cash value (“ACV”) under automobile insurance policies. Normand, Judkins, & Couch, PLLC originated the legal theory underlying this Action and similar cases nationwide and has served as class counsel in numerous total loss fees class actions, which have resulted in substantial recoveries for insureds in multiple states.

5. I have been appointed lead counsel or co-lead counsel in several class actions. Cases in which myself (or my partners) have served as Class Counsel and in which we played a lead role include:

- *Roth v. GEICO*, Case No. 16-cv-62942-WPD (S.D. Fla.);
- *Joffe v. GEICO Indemnity Co.*, No. 18-cv-61361-WPD (S.D. Fla.);
- *Sos v. State Farm Mut. Auto. Ins. Co.*, Case No. 6:17-cv-890-Orl-18KRS (M.D. Fla.);
Jones v. GEICO, Case No. 6:17-cv-891-Orl-40KRS (M.D. Fla.) (Byron, J.);
- *Angell v. GEICO*, No. 4:20-CV-0799, 2021 U.S. Dist. LEXIS 228734 (S.D. Tex. Nov. 30, 2021), also reported at 573 F. Supp. 3d 1160;
- *Davis v. GEICO Cas. Co.*, Case No. 2:19-cv-2477, 2021 U.S. Dist. LEXIS 237288 (S.D. Ohio Dec. 13, 2021);
- *Dortch v. State Farm Mut. Auto. Ins. Co.*, No. 03-CV-2024-901729.00 (Ala. Cir. Ct. Montgomery Cnty. June 15, 2026).

6. Co- counsel for Plaintiff and the proposed Settlement Classes, Normand, Judkins, & Couch, PLLC” and “Irvin & Irvin, PLLC, also has experience in complex class actions and in

litigating fees-based total loss actions on behalf of consumer policyholders. Together, Class Counsel have the experience, resources, and capability to prosecute and resolve class actions of this nature effectively, as shown here.

7. Class Counsel have collectively litigated many substantively identical total loss class actions against major insurers, including cases in which class certification was granted and cases litigated through summary judgment. Through those cases, Class Counsel have obtained comprehensive knowledge of common procedures, practices, data systems, and data retention policies, which has significantly assisted us in assessing the strengths and weaknesses of the claims and the likelihood of success in this Action.

PROCEDURAL HISTORY OF THE ACTION

8. Plaintiff filed his class action Complaint, and subsequently his Amended Class Action Complaint on December 13, 2023, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, against Star Casualty Insurance Company (“Star Casualty”). The Amended Complaint alleges that Star Casualty breached its Florida auto insurance policies and violated applicable law by (i) failing to pay mandatory Purchasing Fees—specifically, title transfer fees and tag transfer fees totaling \$79.85—as part of the ACV owed on first-party total loss claims, and (ii) improperly deducting Excess Storage and Towing charges from those ACV payments.

9. Plaintiff and Class Counsel investigated the facts and law underlying the claims, including by reviewing Star Casualty’s form auto policy language, Florida statutory and regulatory requirements relating to vehicle title and registration fees and to storage charges (including Fla. Stat. § 626.9743(8)), Star Casualty’s claim-handling practices, and the data relating to Star Casualty’s alleged underpayment of Purchasing Fees and improper storage and towing deductions

on Florida first-party total loss claims. Class Counsel's investigation provided sufficient information to assess the strengths and weaknesses of the claims and defenses.

10. After substantial investigation and analysis, the Parties agreed to engage in settlement negotiations.

SETTLEMENT NEGOTIATIONS

11. Settlement negotiations were rigorous, arm's-length, and conducted by experienced counsel on both sides. The Parties exchanged multiple proposals and engaged in formal mediation, as well as extended negotiations over the substantive terms of the Settlement. On February 20, 2025, the Parties participated in formal mediation with Rodney Max of Upchurch Watson White & Max, a well-respected and experienced mediator. The full-day supervised mediation resulted in agreement on many terms on which the settlement was based and was derived without collusion.

12. Before and during negotiations, Class Counsel obtained information and data pertaining to the Settlement Classes, including class size, dates of loss, Star Casualty claim and policy numbers, and loss amounts. This data revealed approximately 2,071 members of the Purchasing Fees Class, with estimated aggregate Purchasing Fees damages of approximately \$165,369.00, and additional members of the Storage Fee Deduction Class, with estimated aggregate damages of approximately \$260,000.00. This information was sufficient to allow Class Counsel to evaluate the strengths, weaknesses, and risks associated with each Party's position, and Class Counsel utilized this knowledge in protecting and advancing the interests of the Settlement Classes at each stage.

13. The Parties exchanged multiple drafts of the Settlement Agreement and engaged in thorough deliberations and negotiations concerning each aspect of the Settlement, including the

form and content of the Postcard Notice, Email Notice, Long-Form Notice, Claim Forms, and proposed approval orders.

14. All negotiations regarding attorneys' fees and expenses occurred only after the material terms of the Settlement—including the relief to the Settlement Classes—had been agreed upon. The attorneys' fees were independently negotiated at arm's length and reflect Class Counsel's substantial work, experience, and the contingent risk undertaken to litigate this case to resolution.

THE SETTLEMENT

15. The Settlement delivers meaningful, concrete relief to the Settlement Classes. Each Class Member who submits a valid and timely Claim Form will receive: (a) 100% of the unpaid Purchasing Fees (\$79.85, consisting of \$75.25 in Title Transfer Fees and \$4.60 in Tag/Registration Transfer Fees); and/or (b) Excess Storage and Towing charges improperly deducted from the ACV payment, \$25 per day for up to 8 days with a cap of \$200 maximum, in each case plus Prejudgment Interest and less any amount previously paid.

16. In addition to monetary relief, the Settlement secures prospective relief. Star Casualty has agreed to continue paying the required Purchasing Fees, including title and registration fees, as part of the ACV payments for covered first-party total losses, and to 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—directly addressing the practices that gave rise to this litigation.

17. The Settlement Agreement also provides for direct Class Notice by mail and email, an easy claims process, a Settlement Website, a toll-free informational telephone line, and a process for Settlement Class Members to opt out of, or object to, the Settlement. The Settlement

Administrator selected by mutual agreement of the Parties is American Legal Claim Services, LLC, an experienced notice and claims administration firm, supervised jointly by counsel of record and Star Casualty.

18. The release in the Settlement Agreement is narrowly tailored to the claims brought in this Action. Settlement Class Members release claims relating only to the non-payment of Purchasing Fees and the improper Excess Storage and Towing deductions as part of their total loss claims. They do not release any claim for vehicle valuation or any other type of underpayment unrelated to those fees and deductions.

CLASS COUNSEL’S RECOMMENDATION AND ASSESSMENT

19. In Class Counsel’s informed and considered judgment, the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes. The Settlement provides substantial, prompt, and certain monetary relief to Settlement Class Members for the specific claims at issue in this Action, while avoiding the substantial risks, costs, and delays inherent in continued litigation.

20. This was a highly contested lawsuit wherein Plaintiff sought to obtain full Purchasing Fees and repayment of allegedly improper storage and towing deductions under unsettled legal theories with inconsistent authority. Star Casualty adamantly denies the allegations of this Lawsuit, maintains that it fully complied with the terms and provisions of its auto insurance policies and the law, and expressly denies all wrongdoing and liability of any kind. The Parties agreed to a Settlement of the Lawsuit to avoid the further burdens, expenses, risks, and inconveniences of litigation and have amicably entered into an Agreement that fully and finally resolves the Parties’ dispute.

21. Throughout the negotiations and at all times in the litigation, Class Counsel weighed and considered the risks involved in continued litigation versus providing meaningful and immediate relief to the Settlement Classes. These risks included, among other things:

- a. the contested legal theories underlying the case;
- b. Star Casualty's defenses on liability and damages;
- c. the risks of trial and post-trial motions; and
- d. the potential for years of appellate proceedings with no guarantee of a greater recovery than is provided under the Settlement.

22. Class Counsel considered, among other things, the strengths and weaknesses of Plaintiff's claims against Star Casualty, the uncertainties inherent in this complex litigation, the resources required to litigate this matter through trial and appeals, and the substantial benefits provided by the Settlement. In light of the benefits available under the Settlement and the costs, risks, and inevitable delay involved in continued litigation, Class Counsel believes the Settlement is in the best interest of the Settlement Classes and is in all respects fair, reasonable, and adequate.

ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

23. As provided in the Settlement Agreement, Class Counsel will apply for an award of attorneys' fees and costs. Star Casualty has agreed not to oppose an award of attorneys' fees and costs not to exceed \$185,000.00, and a Service Award to Plaintiff Maxim Kharevich not to exceed \$5,000.00. Agreement ¶¶ 11, 9.C. Both are to be paid separately by Star Casualty and will not reduce the amounts paid to Settlement Class Members.

24. Negotiations on attorneys' fees and expenses between Class Counsel and Star Casualty were conducted at arm's length. There was no negotiation of any attorney's fees or Service Award until all the material terms for the putative class were fully resolved. The

negotiation process was rigorous and highly contested by sophisticated counsel. All settlement terms and all payments are as reflected in the Agreement.

25. Class Counsel devoted substantial time on numerous issues, including (i) pre-suit investigation; (ii) reviewing and analyzing policies and Florida laws and regulations; (iii) drafting the Complaint and Amended Complaint; (iv) briefing motions; (v) propounding written discovery; (vi) reviewing production documents; (vii) reviewing claims data produced by Star Casualty; and (viii) coordinating and attending mediation. Further, based on past settlements of this nature, it is estimated that Class Counsel will likely incur substantial additional work in the settlement claims process relating to assistance in claim filing and claims disputes and coordination and confirmation of the approved notice plan. Finally, Class Counsel will brief and file documents related to final approval of the Settlement and attend all further necessary hearings.

26. Litigation costs have been forwarded by Class Counsel and are included in the \$185,000.00 proposed fees and costs amount in the Agreement. Class Counsel undertook the litigation of this matter on a wholly contingent basis. Class Counsel advanced all costs and expenses and accepted the risk that they might receive no compensation or reimbursement whatsoever. Substantial work remains to be done in connection with the monitoring and implementation of the Settlement.

27. There is no conflict of interest between the named Plaintiff and the members of the Settlement Classes. Class Counsel are not aware of any conflicts of interest that exist between them and any member of the Settlement Classes, or between the Class Representative and any members of the Settlement Classes. The Class Representative has been committed to representing the Settlement Class Members by ensuring that their interests are protected to the best of his ability, and he does not possess any interest in conflict with the Settlement Classes.

28. Plaintiff has been an active participant throughout this litigation, including by gathering and providing documents to counsel, engaging in the pre-suit investigation process, conferring with Class Counsel throughout the litigation, and seeking to understand what “class actions” are and what it means to be a fiduciary and a class representative. Class Counsel will respectfully request a Service Award for Plaintiff Maxim Kharevich in recognition of the time and effort he expended on behalf of the Settlement Classes.

29. In my professional opinion, the Settlement provides excellent relief to the Settlement Classes. Each Class Member who submits a valid claim will receive 100% of the applicable Purchasing Fees and may receive 100% the improper Excess Storage and Towing deductions—representing full monetary recovery on the claim in many cases—together with prospective relief addressing the practices at issue in this litigation. This result, particularly given the robust Notice and simple claims process agreed to and paid separately by Star Casualty, and given the inherent risk of no recovery at all, represents an excellent outcome for the Settlement Classes and is a direct result of the litigation efforts described herein.

30. For all of the foregoing reasons, Class Counsel respectfully requests that the Court grant preliminary approval to the Settlement, conditionally certify the Settlement Classes for settlement purposes, approve the proposed Class Notice and Notice Plan, appoint Plaintiff as Class Representative and the undersigned firms as Class Counsel, appoint American Legal Claim Services, LLC as Settlement Administrator, and schedule a Final Approval Hearing, as described in the Agreement and Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement.

CERTIFICATION

I declare under penalty of perjury under the laws of the State of Florida and the United States of America that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed on the 22nd day of June, 2026, in Orlando, Florida.

/s/ Alex Couch

Alex R. Couch
NORMAND PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803

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.


Maxim Kharevich, individually,
and as Class Representative

Date: 06/18/2026


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.

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.

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: <i>[PREFILL]</i>	Claim ID: <i>[PREFILL]</i>	Date of Loss: <i>[PREFILL]</i>
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ADDRESS (IF DIFFERENT FROM ABOVE)

[illegible][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)

Printed Name (REQUIRED)