

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,

Plaintiff,

v.

STAR CASUALTY INSURANCE
COMPANY, a domestic insurance
corporation,

Defendant.

CASE NO.: 2023-013380-CA-01

**PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SUPPORTING MEMORANDUM**

Plaintiff Maxim Kharevich ("Plaintiff"), individually and on behalf of all others similarly situated, respectfully files this Motion for Preliminary Approval of Class Action Settlement and Supporting Memorandum ("Motion") and requests that the Court grant preliminary approval of the proposed class action settlement described in detail in the Class Action Settlement Agreement and Release which will be filed along with other exhibits relevant to and in support of this this Motion.¹

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

Plaintiff files this motion requesting that the Court: (1) preliminarily approve the proposed class action Settlement Agreement and Release ("Agreement") as fair, reasonable, and adequate; (2) conditionally certify the proposed Settlement Classes under Fla. R. Civ. P. 1.220(b)(3); (3) appoint Plaintiff Maxim Kharevich as Class Representative; (4) appoint Normand, Judkins, &

¹ Plaintiff will file (1) the Class Action Settlement Agreement and Release; (2) the Notice Documents; (3) a Declaration in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement

Couch, PLLC and Irvin & Irvin, PLLC as Class Counsel pursuant to Fla. R. Civ. P. 1.220(g); (5) appoint American Legal Claim Services, LLC as Settlement Administrator; (6) approve the proposed Class Notice and Notice Plan as the best practicable notice under the circumstances; and (7) schedule a Final Approval Hearing. A proposed Order of Preliminary Approval is submitted herewith for the Court's consideration.

II. STATEMENT OF THE BASIS FOR THE REQUEST

This class action arises from Defendant Star Casualty Insurance Company's ("Star Casualty" or "Defendant") alleged failure to include mandatory Purchasing Fees—specifically, title transfer fees and tag transfer fees totaling \$79.85—in Actual Cash Value ("ACV") payments made to Florida policyholders with first-party total loss auto claims. Plaintiff also asserts that Star Casualty unlawfully deducted loss adjustment expenses ("LAE") in the form of excess storage and towing charges directly from ACV payments in contravention of the terms of the Policy and Fla. Stat. § 626.9743(8).

Defendant denies liability to Plaintiff and the Class for the claims alleged but considers it desirable that the Class Action and the claims alleged therein be settled upon the terms and conditions set forth in the Agreement, in order to avoid further expense and burdensome protracted litigation, and to put to rest all claims known or unknown that have been or might be asserted by Plaintiff or the Class against Defendant arising out of the allegations made in the Complaint.

Following arm's-length negotiations, including formal mediation, the Parties have reached a proposed class-wide settlement providing compensatory relief to all Settlement Class Members who timely submit valid claims. The Parties propose certification of two Settlement Classes for settlement purposes only:

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

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

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

The settlement requires Defendant to: (1) pay Purchasing Fees Class Members who submit a timely, valid Claim Form 100% of the unpaid title and tag transfer fees (\$79.85 per claim, less any amount previously paid), plus prejudgment interest at the statutory rate; (2) pay Storage Fee Deduction Class Members who submit a timely and valid Claim Form 100% of the storage and towing charges deducted from their ACV payments, plus prejudgment interest at the statutory rate (individual recovery capped at \$25 per day for up to 8 days, i.e., \$200 maximum); (3) separately pay Class Counsel's attorneys' fees and costs not to exceed \$185,000.00; and (4) separately pay a Service Award to Plaintiff Kharevich not to exceed \$5,000.00. Attorneys' fees, costs, and the Service Award will not reduce any class member payment. Aggregate estimated damages for the Purchasing Fees Class are approximately \$165,369.00 (2,071 class members × \$79.85); aggregate

estimated Storage Fee Deduction Class damages total approximately \$260,000.00. Any unclaimed Settlement Funds shall revert to Defendant.

The settlement terms are fair and reasonable and the form of Notice comports with due process requirements. Plaintiff respectfully submits this Court should preliminarily approve the Settlement and direct Notice to be issued, thereby allowing Settlement Class Members to evaluate the terms of the Settlement and submit claims or request exclusion.

III. MEMORANDUM OF LEGAL AUTHORITY

a. The Settlement Terms Are Fair and Reasonable

Preliminary approval of a class action settlement is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason. *Smith v. Wm. Wrigley Jr. Co.*, 2010 U.S. Dist. LEXIS 67832, *6–7 (S.D. Fla. June 15, 2010). The controlling standard in Florida is the nine-factor test articulated in *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173–74 (Fla. 3d DCA 2008), and reaffirmed in *Griffith v. Quality Distrib.*, 307 So. 3d 791, 795–96 (Fla. 2d DCA 2018). Because the Parties seek simultaneous certification and settlement approval, the Court must apply heightened scrutiny. *Grosso*, 983 So. 2d at 1170.

Each of the nine *Grosso* factors weighs in favor of approval: (1) the litigation involves legal issues of statutory interpretation that would be complex to try; (2) class members will receive notice with full opportunity to opt out or object; (3) the Parties have sufficient information to evaluate the claims, having exchanged data and conducted mediation; (4)–(5) there is risk in establishing liability and damages given Defendant's defenses; (6) maintaining a class action through trial would pose risks; (7) Defendant has the ability to pay and is paying 100% of estimated class damages; (8) the settlement provides the maximum possible compensatory recovery—100%

of the claimed transfer fees and storage deductions; and (9) given that recovery is at 100%, the settlement is at the top of the range of reasonableness. *See George v. Peachtree Cas. Ins. Co.*, Case No. CA-19-674 (St. Johns Cnty. Cir. Ct. Feb. 9, 2021 & Sept. 3, 2021) (granting preliminary and final approval of claims-made settlement providing 100% compensatory recovery for unpaid transfer fees and sales tax, applying same nine factors). Furthermore, the Court must make specific factual findings in support of its certification order, as required by *Grosso*, 983 So. 2d at 1171–72, and *Braun v. Campbell*, 827 So. 2d 261, 266 (Fla. 5th DCA 2002). A proposed order containing the requisite findings is submitted herewith. Critically, Plaintiff’s counsel has administered claims-made settlements of this type covering millions of insureds without receiving a single objection from a class member, precisely because the recovery is 100% of compensatory damages and the claims process is straightforward. The settlement is also unopposed: Star Casualty joins in requesting preliminary approval, further confirming the arm’s-length nature of the negotiations.

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

For settlement purposes only, both proposed Settlement Classes satisfy all requirements of Fla. R. Civ. P. 1.220(a) and 1.220(b)(3). **As to Rule 1.220(a):**

Numerosity is satisfied: the Purchasing Fees Class contains approximately 2,071 members and the Storage Fee Deduction Class contains additional members, rendering joinder impracticable. *See Mayer v. Perfect Pizza Pie*, 2021 Fla. Cir. LEXIS 11252.

Commonality is satisfied: all class members make the same claims, that Star Casualty’s uniform policy language required inclusion of transfer fees in ACV payments and prohibited LAE offsets, pursuant to the same policy language. *See City of Opa-Locka v. Suarez*, 314 So. 3d 675, 681 (Fla. 3d DCA 2021).

Typicality is satisfied: Plaintiff was insured under the same Star Casualty policy form, suffered a total loss, received an ACV payment omitting transfer fees, and had storage fees improperly deducted; his claims are not subject to any unique affirmative defenses. *See Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 114 (Fla. 2011).

Adequacy is satisfied: Plaintiff has no conflicts with other class members and Class Counsel have extensive experience in total loss class action litigation, having litigated and settled dozens of materially identical cases against major Florida insurers.

As to Rule 1.220(b)(3): **Predominance** is satisfied. Liability turns on uniform Policy language and Star Casualty's uniform claims-handling practices; damages are calculated by a simple, uniform formula requiring no individual inquiry. *See Paris v. Progressive Am. Ins. Co.*, 558 F. Supp. 3d 1245, 1252 (S.D. Fla. 2021); *Sos v. State Farm Mut. Auto. Ins. Co.*, 396 F. Supp. 3d 1074, 1080 (M.D. Fla. 2019). **Superiority** is satisfied. Individual class member claims are small (e.g., \$79.85 for Purchasing Fees Class members), making individual suits economically impractical; a class action promotes judicial efficiency and ensures uniform relief across thousands of similarly situated insureds. *See Sosa*, 73 So. 3d at 116. Thus, certification of the Settlement Classes is warranted.

c. The Proposed Notice Is the Best Practicable Notice and Comports with Due Process Requirements

The notice requirements of Rule 1.220(d)(2) are designed to provide sufficient due process by sufficiently informing class members of the pendency of the Action and providing an opportunity to be heard or opt-out, and must be the "best notice practicable" under the circumstances. *Nelson v. Wakulla County*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). Individual notice must be provided to class members who can be identified through reasonable effort. *See*

Cordell v. World Ins. Co., 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173–75 (1974)).

Here, the Parties agree to send direct, individual Notice by mail and email to all reasonably identifiable Settlement Class Members. The Notice forms satisfy each requirement of Rule 1.220(d)(2) and include: a description of the nature of the action, the Settlement Classes, and the claims; advice of class members’ four options (submit a claim, opt out, object, or do nothing); specified deadlines and procedures for opting out and objecting; notice of the right to retain separate counsel; disclosure of the attorneys’ fees and Service Award to be sought (paid separately and not reducing class member payments); and the Final Approval Hearing date. Spanish-language notice will also be available at the settlement website. The Notice Plan further provides for a dedicated settlement website (with the Long-Form Notice, Agreement, Electronic Claim Form, and key documents) and a toll-free hotline. This multi-layered Notice Plan constitutes the best practicable notice under the circumstances and comports with due process. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Settlement Class Members may exclude themselves by submitting a written request to the Settlement Administrator postmarked no later than 28 days prior to the Final Approval Hearing. Settlement Class Members wishing to object must file a written Notice of Intent to Object with the Court and serve Class Counsel and defense counsel, postmarked no later than 28 days prior to the Final Approval Hearing. A class member who files a Notice of Intent to Object may not also request exclusion.

PROPOSED SCHEDULE

#	Action	Deadline
1	Website Notice Posted by Settlement Administrator	Thirty (30) days after entry of the Preliminary Approval Order (“PAO”)
2	Deadline for Settlement Administrator to mail out direct mail notice and email notice (“Notice Date”)	Thirty (30) days after entry of the PAO

#	Action	Deadline
3	Deadline for Settlement Class Members to opt-out of the Agreement	Twenty-eight (28) days prior to the Final Approval Hearing
4	Deadline for submission of Notice of Intent to object to the Agreement	Twenty-eight (28) days prior to the Final Approval Hearing
5	Deadline for Settlement Class Members to file claims.	Fourteen (14) days after the Final Approval Hearing
6	Deadline for Class Counsel to file their Motion for Final Approval of the Settlement, application for attorneys' fees, costs and expenses, and for a service award for Plaintiff.	Forty-five (45) days prior to the Final Approval Hearing
7	Deadline for Settlement Administrator to file proof of completion of Notice, along with complete and accurate Opt-Out list	Ten (10) days before Final Approval Hearing
8	Final Approval Hearing	On the date listed in this Order which is at least 105 days after the PAO

CONCLUSION

Plaintiff respectfully requests that the Court grant preliminary approval of the proposed Settlement and enter an Order of Preliminary Approval including, in substantially the same form, the content of the proposed Order attached as Exhibit 1. As such, Plaintiff respectfully requests this Court enter an Order:

- (1) preliminarily approving the proposed class action Settlement Agreement and Release as fair, reasonable, and adequate;
- (2) conditionally certifying the proposed Settlement Classes under Fla. R. Civ. P. 1.220(b)(3);
- (3) appointing Plaintiff Maxim Kharevich as Class Representative;
- (4) appointing Alex Couch and Amy Judkins of Normand, Judkins, & Couch, PLLC and Andrew Irvin of Irvin & Irvin, PLLC as Class Counsel pursuant to Fla. R. Civ. P. 1.220(g);
- (5) appointing American Legal Claim Services, LLC as Settlement Administrator;

(6) approving the proposed Class Notice and Notice Plan as the best practicable notice under the circumstances; and

(7) scheduling a Final Approval Hearing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 18, 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 18, 2026

Respectfully submitted,

/s/ Alex Couch

Alex Couch, Esq.

Florida Bar No. 118152

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Exhibit 1
Proposed Order of Preliminary Approval

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.

_____ /

**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;

WHEREAS, the Court finds that the proposed Settlement Classes satisfy the requirements of Florida Rule of Civil Procedure 1.220 for settlement purposes;

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

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

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

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

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

- a. **Purchasing Fees Settlement Class:** All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy, from the earliest date permitted under the applicable statute of limitations through the date of entry of this Order, who made a claim for a loss, whose claim was adjusted as a total loss, and whose payment did not include the full amount of Purchasing Fees including tag and title transfer fees.
- b. **Storage Fee Deduction Settlement Class:** All Star Casualty Insurance Company insureds covered under any Florida automobile insurance policy, from the earliest date permitted under the applicable statute of limitations through the date of entry of this Order, who made a claim for a loss, whose claim was adjusted as a total loss, and whose ACV payment included a deduction for storage or towing charges.
- c. Excluded from both Settlement Classes are: Star Casualty Insurance Company, its parents, subsidiaries, affiliates, officers, directors, employees, and their immediate family members; the presiding judge and court staff; and any person who timely and validly submits a request for exclusion in accordance with this Order.
- d. The Court finds that both Settlement Classes satisfy the requirements of Florida Rule of Civil Procedure 1.220(a) and 1.220(b)(3) for settlement purposes, including numerosity, commonality, typicality, adequacy of representation, predominance of common questions, and superiority of the class action method. If the Agreement is terminated or otherwise fails to become effective, this Order shall be vacated, the conditional certification shall be void, and the Action shall revert to its pre-settlement status without prejudice to any party.

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

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

- a. Amy Judkins, Esq. / Alex R. Couch, Esq. **Normand, Judkins, and Couch PLLC** 3165 McCrory Place, Suite 175, Orlando, Florida 32803 Telephone: (407) 603-6031.
- b. Andrew P. Irvin, Esq. **Irvin & Irvin, PLLC** 558 W. New England Ave., Suite 210, Winter Park, Florida 32789 Telephone: (407) 848-5800.

- c. The Court finds that Class Counsel satisfy the four criteria of Rule 1.220(g)(1): they have conducted substantial investigative work identifying and developing the claims in this action; possess extensive experience in class actions and complex litigation, including dozens of materially identical total loss class actions; have thorough knowledge of the applicable law; and have committed, and will continue to commit, the resources necessary to represent the Settlement Classes.

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

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

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

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

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

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

To be valid, a request for exclusion must include: (a) the name and case number of this lawsuit; (b) the class member’s full name; (c) the class member’s current address; (d) a clear statement requesting exclusion, such as “I request exclusion from the Settlement Class”; and (e) the class member’s signature. Requests for exclusion must be submitted on an individual basis and not on behalf of a group. A Settlement Class Member who submits a timely valid opt-out request shall not be bound by the Agreement or any judgment entered pursuant thereto, shall not be entitled

to any settlement payment, and shall retain any individual right to sue Star Casualty separately. Any purported opt-out that does not comply with this Order or is not timely postmarked shall be void, and that class member shall remain in the Settlement Classes and be bound by the Agreement. **A Settlement Class Member who submits a request for exclusion may not also object to the Settlement; if both are submitted, the opt-out shall control.**

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

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

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

Intent to Object waives the right to request exclusion and will be bound by any decisions and orders of the Court and by the terms of the Settlement if approved.

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

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

14. **No Admissions.** Neither this Order, the Agreement, nor any proceedings taken pursuant thereto shall constitute, be construed as, or be admissible in evidence as an admission or concession by Star Casualty of any liability, wrongdoing, or violation of law, or as a waiver of any defense, in the event the settlement is not finally approved.

15. **Final Approval Hearing.** The Court will hold a **Final Approval Hearing** on _____, 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.

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

#	Action	Deadline
1.	Settlement Website posted by Settlement Administrator	30 days after entry of PAO
2.	Settlement Administrator to complete direct mail and email notice (“Notice Date”)	30 days after entry of PAO
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 PAO

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