Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KOBA KVIRIKASHVILI and all others similarly situated, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY; BLUE STAR CLAIMS, LLC; and DOES 1 through 10, inclusive, Defendants.	Civil Action No. 2:25-cv-05474-GAM

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "*Settlement Agreement*"),[1] is entered into by and between Plaintiff Koba Kvirikashvili ("*Plaintiff*" or "Kvirikashvili"), on behalf of himself and the *Insureds*, and Defendants United States Fire Insurance Co. ("USFIC") and Blue Star Claims, LLC ("Blue Star") (collectively referred to as the "*Defendants*").

RECITALS

WHEREAS, on September 23, 2025, *Plaintiff* commenced litigation captioned *Kvirikashvili v. United States Fire Insurance Company*, *et al.*, Civil Action No. 2:25-cv-05474-GAM in the United States District Court for the Eastern District of Pennsylvania (the "*Action*") alleging various common law and statutory claims against the *Defendants*;

WHEREAS, the *Action* relates to an Occupational Accident Insurance Master Group Policy issued to DoorDash, Inc. ("DoorDash") by USFIC and administered by Blue Star, which, pursuant to its terms and conditions, provides certain insurance coverage to Independent Contractors of DoorDash (the "*USFIC Policy*");

WHEREAS, *Defendants* represent that the *USFIC Policy* applies to all residents of the Commonwealth of Pennsylvania who are Independent Contractors who make deliveries driving for DoorDash ;

WHEREAS, in the *Action*, *Plaintiff* asserts that *Defendants* violated various state laws, including 42 Pa.C.S. § 8371 and the Motor Vehicle Financial Responsibility Law ("MVFRL"), 75 Pa.C.S. § 1701 et seq., insofar as *Defendants* asserted that the terms of a *USFIC Policy* allowed for subrogation of any payments made under such policy and then improperly sought to subrogate

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[1] Italicized words are defined herein.

and/or claimed a lien against the proceeds recovered by beneficiaries of such policy on account of personal injuries sustained in a motor vehicle collision;

WHEREAS, the *Defendants* have vigorously contested *Plaintiff's* alleged claims from the outset, including *Plaintiff's* assertions that *Defendants* violated any laws and that the *Action* may be maintainable as a class action;

WHEREAS, the *Parties* have not engaged in formal discovery practice but have exchanged certain information so as to allow each side to better understand the strengths and weaknesses of their respective positions;

WHEREAS, the *Parties* have engaged in informal settlement discussions amongst themselves, including the amounts *Defendants* collected from the *Insureds* as well as the amounts *Defendants* have advised the *Insureds* that they owe *Defendants* via *Lien Letters.* This allowed *Plaintiff's Counsel* to perform a comprehensive damages' analysis;

WHEREAS, due to the substantial progress made during these informal settlement discussions, the *Parties* sought a stay in this matter on December 12, 2025, so as to continue these discussions in earnest;

WHEREAS, as part of the *Parties'* informal settlement discussions *Defendants* provided certain information to *Plaintiff* that would significantly limit the potential recovery in this *Action*;

WHEREAS, the *Defendants* continue to deny all liability with respect to any and all claims alleged in the *Action* and have asserted numerous defenses;

WHEREAS, the *Parties* reached an agreement in principle for a settlement in this *Action*;

WHEREAS, as part of the proposed settlement, *Defendants* have agreed to certain relief for *Insureds* (defined below);

WHEREAS, as part of the proposed settlement, *Defendants* have also agreed to revise their current business practices so as to eliminate the issue that gave rise to this *Action* in the first instance, and have done so effective March 26, 2026, including by withdrawing the issuance of a *Lien Letter* (defined below) that was generated in error on March 26, 2026;

WHEREAS, the change in business practices that *Defendants* have made applies to any resident of the Commonwealth of Pennsylvania who makes deliveries for DoorDash covered under a *USFIC Policy*, who might become involved in a motor vehicle accident that is subject to 75 Pa.C.S. § 1720 of the MVFRL;

WHEREAS, the *Parties* desire to promptly and fully resolve and settle with finality the *Action* without further litigation.

NOW, THEREFORE, the *Parties*, in consideration of the promises, covenants, and agreements herein described, subject to Court approval, and intending to be legally bound, do hereby mutually agree as follows:

1. BACKGROUND

In December of 2023, *Plaintiff* was involved in a motor vehicle accident that caused him to suffer from various serious physical injuries. At that time of his accident, *Plaintiff* was making a delivery on behalf of DoorDash, an online delivery platform, and was covered under a certificate issued under a *USFIC Policy*.

After his accident, *Plaintiff* went to various medical providers for evaluation and treatment of his injuries and sought benefits under the *USFIC Policy*. USFIC made various payments on account of *Plaintiff's* injuries under the *USFIC Policy*. By way of various correspondence, *Defendants* then sought to recover or subrogate payments made to, or on behalf of *Plaintiff* from the money he would receive for his injuries and asserted a lien against any such recovery. By September of 2025, *Plaintiff* settled his claim against the third party responsible for his accident, as well as all additional insurance companies providing coverage for *Plaintiff's* injuries incurred in the accident at issue (other than *Defendants*).

In September of 2025, *Plaintiff* initiated this *Action*, asserting that *Defendants*' attempts to subrogate and/or claim a lien against the proceeds recovered by him or other covered persons under the *USFIC Policy* on account of personal injuries sustained in a motor vehicle collision were improper. Specifically, *Plaintiff* brought claims on behalf of himself, as well as proposed classes of covered persons for whom subrogation of proceeds received for personal injuries sustained in motor vehicle collisions was allegedly restricted or prohibited. Over the course of the next several months, through counsel, the parties engaged in meaningful and comprehensive settlement discussions, which included exchange of written correspondence outlining their respective positions and multiple telephone conferences, where they exchanged information that allowed for candid evaluation of each other arguments and positions. In addition, *Defendants* provided certain information to *Plaintiff's Counsel* that allowed them to determine the amount at issue in Pennsylvania.

Based upon their independent analysis, and recognizing the risks of continued litigation, counsel for *Plaintiff* believes that the settlement with *Defendants* for the consideration of and on the terms set forth in this *Settlement Agreement* is fair, reasonable, and is in the best interest of *Plaintiff* and *Settlement Class Members*, in light of all known facts and circumstances, including the risk of delay and defenses asserted by *Defendants*. Although *Defendants* deny liability, they have agreed to the settlement to avoid the cost and burden of continued litigation and because they too believe it is in the *Parties'* best interests. For those reasons, and because an effective release is contingent on *Court* approval, the *Parties* submit their *Settlement Agreement* to this *Court* for its review.

2. DEFINITIONS

2.1 ***Action.*** The legal action captioned *Kvirikashvili v. United States Fire Insurance Company, et al.*, Civil Action No. 2:25-cv-05474-GAM, in the United States District Court for the Eastern District of Pennsylvania.

2.2 ***Attorney's Fees.*** The amount awarded to *Class Counsel* by the *Court* for their attorney's fees and costs in recognition of their work in litigating and resolving this *Action*. The *Parties* agree that *Class Counsel* shall not seek an amount exceeding One Hundred Eighty Thousand Dollars ($180,000.00), and that *Defendants* shall not be required to pay in excess of $180,000.

2.3 ***Bar Date.*** The date by which an *Insured* must submit any of the following to the *Claims Administrator*: (i) an objection; (ii) a *Request for Exclusion* from the *Class;* and/or (iii) a declaration contesting the validity of the amount owed regarding that individual *Settlement Class Member*'s portion of either the *Returned Amount* or the *Non-Returned Amount.* The *Parties* agree that the *Bar Date* shall be forty-five (45) days after the mailing of the *Notice Packet*.

2.4 ***CAFA*.** The Class Action Fairness Act**.**

2.5 ***Cash Payment.*** A *Settlement Class Member's* portion of the *Returned Amount* that, by operation of this *Settlement* should it become *Final,* will be returned to the *Settlement Class Member.*

2.6 ***Claims Administrator.*** RG/2 Claims Administration LLC ("RG/2"), the entity mutually selected by the Parties to serve as the claims administrator in the settlement administration of this Action.

2.7 ***Claims Administrator's Declaration.*** A declaration prepared by the *Claims Administrator* to be submitted to the *Court* in advance of the *Final Approval Hearing* wherein the *Claims Administrator* (i) confirms *Class Notice* was sent in accordance with the terms of this *Settlement Agreement* and the *Preliminary Approval Order*, (ii) describes how *Class Notice* was completed, (iii) indicates the number of opt-out requests received, including providing the names of each *Settlement Class Member* who timely and properly requested to opt-out from the Settlement Class, (iv) indicates the number of objections received, including providing the names of each *Settlement Class Member* who timely and properly objected to one or more aspects of this *Settlement,* (v) provides other information as may be necessary to allow the Parties to seek and obtain Final Approval, and (vi) indicates the amount of *Claims Administrator's Fees* for which the *Claims Administrator* seeks payment.

2.8 ***Claims Administrator's Fees.*** The amount charged by RG/2 in connection with their duties and obligations in administering this *Settlement*. The *Parties* agree that *Defendants* shall not be required to pay in excess of $9,000, as set forth in Section 4.5(B).

2.9 ***Class.*** All former and current *Insureds.* Such a class shall be certified for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(b)(3).

2.10 ***Class Counsel.*** *Class Counsel* shall mean the law firm Lynch Carpenter, LLP and Kalikhman & Rayz, LLC. The term *Class Counsel* and *Plaintiff's Counsel* shall be used interchangeably herein.

2.11 ***Class Notice.*** The notice substantially in the form of Exhibit A to be directed to *Insureds*.

The purpose of the *Class Notice* is to inform *Insureds* about the resolution of the *Action* and the material terms of this *Settlement Agreement*. In seeking preliminary approval, the *Parties* shall seek *Court* approval to send the *Class Notice* to *Insureds*.

2.12 ***Class Period.*** September 23, 2021 through March 26, 2026.

2.13 ***Complaint.*** The complaint filed in this *Action* on or around September 23, 2025.

2.14 ***Court.*** The United States District Court for the Eastern District of Pennsylvania.

2.15 ***Cy Pres Distribution.*** Any and all funds that, pursuant to the terms of this *Settlement*, require distribution to a *Cy Pres Recipient* pursuant to Section 4.13 of this *Settlement Agreement.*

2.16 ***Data.*** *Data* shall mean the information set forth in Section 4.6.

2.17 ***Defendants.*** Collectively, U.S. Fire Insurance Co. ("USFIC") and Blue Star Claims, LLC ("Blue Star").

2.18 ***Defendants' Counsel.*** Carlton Fields, P.A.

2.19 ***Defendants' Declaration.*** The declaration to be submitted to the *Court* in conformity with the requirements of Section 3.4.

2.20 ***Disputed Amount.*** The $663,338.08 that *Defendants* either recovered from *Insureds* via the *Returned Amount* or for whom *Defendants* believe they are owed monies by *Insureds* via the *Non-Returned Amount*. Should during the course of administering this *Settlement*, it be determined by the *Claims Administrator* that the *Disputed Amount* is more than $663,338.08, *Plaintiff* may elect, at his sole discretion, to terminate this *Settlement Agreement* in accordance with Section 7 if *Defendants* do not agree in writing to adjust the *Disputed Amounts* including, where necessary, adding to the *Settlement Amount* to make it comport with the *Claims Administrator's* determination within seven days of being so notified by the *Claims Administrator* of the deviation.

2.21 ***Effective Date.*** The first day after the *Settlement* becomes *Final*.

2.22 ***Expiration Period.*** 180 days after the mailing of the *Settlement Payment* to the *Settlement Class Members*.

2.23 ***Final.*** With respect to any judicial ruling or order, an order that is final for purposes of 28 U.S.C. § 1291, and (a) for which the time has expired to file an appeal, motion for reconsideration or clarification, motion for re-argument, motion for rehearing, petition for a writ of certiorari or other writ ("*Review Proceeding*") with respect to such judicial ruling or order with no such *Review Proceeding* having been filed; or (b) if a *Review Proceeding* has been filed with respect to such judicial ruling or order, (i) the judicial ruling or order has been affirmed without material modification and with no further right of review, or (ii) such *Review Proceeding* has been denied or dismissed with no further right of review.

2.24 ***Final Approval Hearing.*** The hearing scheduled by the *Court*, if any, to decide whether to approve the *Settlement* as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23.

2.25 ***Final Approval Order and Judgment.*** The document substantially in the form attached hereto as Exhibit E.

2.26 ***Final Effective Date.*** The date on which the *Settlement* becomes *Final* and all *Settlement Conditions* have either been satisfied or waived in accordance with this *Settlement Agreement*.

2.27 ***Insured.*** Any Pennsylvania resident who (i) was covered under a *USFIC Policy*, and (ii) to whom *Defendants* issued a *Lien Letter* during the *Class Period* under which funds were returned to *Defendants* or a lien is outstanding. Defendants have represented that there are 62 *Insureds*, including 26 individuals who returned funds comprising the *Returned Amount* and 36 individuals with outstanding liens comprising the *Non-Returned Amount.*

2.28 ***Litigation.*** The legal action captioned *Kvirikashvili v. United States Fire Insurance Company, et al.*, Civil Action No. 2:25-cv-05474-GAM, in the United States District Court for the Eastern District of Pennsylvania. The terms *Litigation* and *Action* shall be used interchangeably herein.

2.29 ***Lien Letter.*** Correspondence sent from one or more of the *Defendants* to an *Insured* wherein *Defendants* claimed a lien against any recovery by an *Insured* arising from a motor vehicle accident in Pennsylvania. An example of a *Lien Letter* is attached hereto as Exhibit B.

2.30 ***Non-Cash Payment.*** A *Settlement Class Member's* portion of the *Non-Returned Amount* that, by operation of this *Settlement* should it become *Final,* will be waived by *Defendants* and thus permitting to that individual *Settlement Class Member* to otherwise retain their right to said amount.

2.31 ***Non-Claimant.*** The term *Non-Claimant* includes any individual in the Commonwealth of Pennsylvania covered under a *USFIC Policy*, who might in the future be involved in a motor vehicle accident in Pennsylvania and would be subject to 75 Pa.C.S. § 1720 of the MVFRL (the "Non-Claimants"). Upon this *Settlement* becoming *Final*, Defendants agree that they will not place a lien that would be precluded by the MVFRL on any *Non-Claimant*.

2.32 ***Non-Returned Amount.*** The total amount the *Insureds* were instructed to return to any *Defendant* after receiving a *Lien Letter.* Defendants have represented that during the *Class Period* this amount totals $500,983.25 and is comprised of 36 *Insured* individuals who received *Lien Letters.*

2.33 ***Notice Packet.*** The (i) *Class Notice* mailed to *Insureds* in accordance with this *Settlement Agreement*; (ii) a notation indicating that individual *Insured's* portion of the *Disputed Amount,* identifying whether it is comprised of a *Returned Amount* or *Non-Returned Amount*; and (iii) a *Request for Exclusion* form.

2.34 ***Notice Period.*** The period of time from the date the *Claims Administrator* mails the *Notice Packet* through the *Bar Date*.

2.35 ***Parties.*** *Plaintiff* and *Defendants* and, in the singular, "Parties" refers to any of them, as the context makes apparent.

2.36 ***Plaintiff.*** The named plaintiff in this *Action*, Koba Kvirikashvili.

2.37 ***Plaintiff's Counsel.*** *Plaintiff's Counsel* shall mean the law firm Lynch Carpenter, LLP and Kalikhman & Rayz, LLC. The terms *Class Counsel* and *Plaintiff's Counsel* shall be used interchangeably herein.

2.38 ***Preliminary Approval Order***. The document substantially in the form attached hereto as Exhibit D, which will be submitted to the *Court* by the *Plaintiff* to seek (a) preliminary approval of this *Settlement Agreement*; (b) the disclosure to the *Claims Administrator* of the *Insured's Data* as outlined in section 4.6 below; (c) dissemination of *Class Notice*; (d) approval of the proposed form of *Class Notice*; (e) certification a Fed. R. Civ. P. 23(b)(3) settlement only class; (f) appointment of *Plaintiff* as class representative and the law firm of Lynch Carpenter, LLP, and Kalikhman & Rayz, LLC, as *Class Counsel*; and (g) a finding that the proposed manner of serving the *Class Notice* to the *Insureds* is the best notice practicable under the circumstances.

2.39 ***Released Parties.*** United States Fire Insurance Co., Blue Star Claims, LLC, and all of their respective present and former officers, directors, employees, agents, representatives, attorneys, administrators, departments, divisions, business units, insurers, reinsurers, parent companies, subsidiaries, affiliates, predecessors, successors, indemnities, and assigns.

2.40 ***Releasing Parties.*** *Plaintiff* and all *Settlement Class Members*, including all of their agents, heirs, estates, executors and administrators, successors, assigns, insurers, attorneys, representatives, and any and all Persons who seek to claim through or in the name or right of any of them.

2.41 ***Request for Exclusion.*** The document substantially in the form attached hereto as Exhibit C wherein an *Insured* who held an insurance policy with one or more of the *Defendants* during the *Class Period* and would otherwise be a member of the *Class* requests to be excluded from the terms of this *Settlement*.

2.42 ***Returned Amount.*** The total amount the *Insureds* returned to any *Defendant* after receiving a *Lien Letter.* Defendants have represented that during the *Class Period* this amount totals $162,354.83 and was returned by a total of 26 *Insured* individuals.

2.43 ***Review Proceeding.*** "Review Proceeding" will have the meaning set forth in Section 2.23.

2.44 ***Service Payment.*** The amount to be approved by the *Court* for payment to *Plaintiff* in recognition for his efforts in assisting in the prosecution of this *Action* on behalf of the

Settlement Class. The *Parties* stipulate and agree that *Plaintiff* shall not seek a *Service Payment* in excess of $2,500.00 in this *Action*, and *Defendants* will not be required to pay in excess of $2,500.

2.45 ***Settlement.*** The resolution of the *Action* pursuant to the agreement of the *Parties* on the terms and conditions as set forth in this *Settlement Agreement.*

2.46 ***Settlement Amount.*** A maximum of $353,854.83, inclusive of the *Returned Amount*, *Plaintiff's Attorney's Fees,* the *Service Payment*, and the *Claims Administrator's Fees*. Any portion of the *Returned Amount* attributed to *Class* members who have validly excluded themselves from the *Settlement* will be deducted from the *Settlement Amount* as set forth in Section 4.10. The *Settlement Amount* may remain in *Defendants'* general funds until required to be provided to the *Claims Administrator* for distribution pursuant to Section 4. Except as set forth in this *Settlement Agreement*, *Defendants* shall not be called upon or required to contribute additional monies above the *Settlement Amount* under any circumstances whatsoever. Under no circumstances whatsoever shall any portion of the *Settlement Amount* revert to *Defendants* except as set forth in Section 7.3 (B)(2).

2.47 ***Settlement Value***. The present maximum dollar value of the Settlement, which is $854,838.08. This amount is determined based on the maximum amount that *Defendants* will pay via the *Settlement Amount* or waive via the *Non-Returned Amount* to settle the *Action* as described in this *Settlement Agreement.* Notably, this amount does not include the future value of this *Settlement* with respect to the benefits the *Non-Claimants* are receiving.

2.48 ***Settlement Agreement.*** This *Settlement Agreement* including any modifications or amendments adopted pursuant to Section 8.14.

2.49 ***Settlement Check***. Checks issued to *Settlement Class Members* in the amount of their individual *Cash Payment*. Each *Settlement Check* shall contain release language on its back in conformity with Section 4.11, or in an attached letter sent with the *Cash Payment*, whichever the *Claims Administrator* determines is easier. To the maximum extent possible, the *Claims Administrator* shall use their best efforts to distribute a single *Settlement Check,* rather than multiple checks, to each member of the *Settlement Class Member* eligible to receive a *Cash Payment*.

2.50 ***Settlement Class.*** All members of the *Class* who have not filed a *Request for Exclusion* prior to the *Bar Date.*

2.51 ***Settlement Class Member.*** Any individual member of the *Settlement Class.*

2.52 ***Settlement Conditions.*** Each of the conditions and obligations set forth in Section 3 of this *Settlement Agreement* that must either be satisfied or waived in writing by the Party entitled to the benefit of the condition or obligation.

2.53 ***Settlement Payment.*** The payment an individual *Settlement Class Member* will receive, if applicable, pursuant to the *Settlement Agreement*.

3. SETTLEMENT CONDITIONS

The Parties stipulate and agree that each of the *Settlement Conditions* set forth in this Section is a material term. Except as otherwise provided in this *Settlement Agreement*, the *Parties* will use reasonable efforts to cause each of the following *Settlement Conditions* to occur and will support approval of the *Settlement* before the *Court*.

3.1 **Preliminary Approval of Settlement Agreement by the *Court*.** On or before June 23, 2026, or as otherwise agreed by the *Parties* or ordered by the *Court*, the *Plaintiff* will move the Court for preliminary approval of this *Settlement Agreement* (including all exhibits) and will request entry of a *Preliminary Approval Order* in the form agreed to by the Parties and attached hereto as Exhibit D. If the Court enters any order that is materially inconsistent with the terms of this *Settlement Agreement* (including all Exhibits), the Court denies preliminary approval with prejudice, or the Court rejects, modifies, or denies approval of any part of the *Settlement Agreement* (including all Exhibits), or otherwise changes the terms of the Settlement in any material way, including but not limited to changes in any terms of relief, the *Preliminary Approval Order*, the *Released Claims*, or the *Class Notice*, then any *Party* may terminate this *Settlement Agreement* pursuant to Section 7.

3.2 **Certification of *Settlement Class*.** The *Court* shall grant certification solely and exclusively for settlement purposes of the *Settlement Class*. For settlement purposes only, and to effectuate this *Settlement Agreement*, *Defendants* will not object to certification as set forth herein. Should this *Settlement Agreement* not become final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether class certification would be appropriate in a non-settlement context.

3.3 **Certification by the *Claims Administrator* of the *Disputed Amount* during the *Class Period*.** Pursuant to Section 4.5, the *Claims Administrator* shall either (i) certify that no adjustment to either the *Disputed Amount* or the *Settlement Amount* is necessary or (ii) advise *Plaintiff's Counsel* and *Defendants' Counsel* that there is a deviation in the *Disputed Amount.* Such a certification shall occur at least ten (10) days before the *Final Approval Hearing.* Said certification can be accomplished through notifying *Class Counsel* and *Defendants' Counsel.*

3.4 ***Defendants* Submission of *Defendants' Declaration* to the *Court*.** At or before the submission of *Plaintiff's* motion seeking final approval, *Defendants* will submit to the *Court* a declaration indicating (i) that they have revised their practices regarding *Non-Claimants,* (ii) that their business practices include safeguards to ensure compliance with the covenants set forth in Section 5.4, and (iii) that the total number of *Insureds* and the total amount of the *Disputed Amount* conforms to the respective numbers set forth in this *Settlement Agreement.*

3.5 **Entry of *Final Approval Order and Judgment* by the *Court*.** The *Parties* will jointly request that the *Court* schedule a *Final Approval Hearing* at least 60 calendar days after entry of the *Preliminary Approval Order*. At the *Final Approval Hearing*, the *Plaintiff* will move for entry of a *Final Approval Order and Judgment*, substantially in the form attached hereto as Exhibit E.

3.6 ***Defendants* Paying the *Settlement Amount*.** *Defendants* will wire transfer the *Settlement Amount* to the *Claims Administrator* within three (3) calendar days after the *Settlement* becoming *Final*. The payment of the *Settlement Amount* by *Defendants* is contingent upon the *Settlement* becoming *Final*. *Defendants* will obtain (among other things) the releases described in Section 5.

3.7 ***Final Approval Order and Judgment* Becoming *Final*.** If the *Court* denies approval of any material term of the *Settlement*, whether initially, or if a *Review Proceeding* has been instituted, then after the conclusion of any *Review Proceeding*, or if a Court of Appeals reverses the entry of the *Final Approval Order and Judgment*, *any Party* may terminate the *Settlement Agreement* under Section 7. If the *Court* does not enter the *Final Approval Order and Judgment* substantially in the form submitted by the *Parties*, if the *Final Approval Order and Judgment* does not become *Final*, or if the Court does not finally approve or alters the terms of the Release of Claims in Section 5.1, the Injunction in Section 5.7, or the Covenant Not to Sue in Section 5.9, or the *Final Effective Date* does not occur for any reason, then any *Party* may terminate this *Settlement Agreement* pursuant to Section 7.

4. <u>TERMS OF SETTLEMENT</u>

4.1 ***Settlement Amount and Releases*.** *Defendants* will pay the *Settlement Amount* defined above in Section 2.46. *Defendants* will obtain (among other things) the releases described in Section 5.

4.2 **Class Certification.** In connection with preliminary and final approval of the proposed *Settlement*, *Plaintiff* will, through *Class Counsel*, and solely and exclusively for settlement purposes only, seek certification of the *Class* pursuant to Fed. R. Civ. P. 23(b)(3).

4.3 **Preliminary Approval.** The *Parties* will use reasonable efforts to enable the *Plaintiff* to file a motion ("Preliminary Approval Motion") with the *Court* for the issuance of a *Preliminary Approval Order*, substantially in the form attached hereto as Exhibit D, which, among other things, will: (a) preliminarily approve this *Settlement Agreement*; (b) direct the time and manner of the *Notice Packet* to be served upon the *Insureds*; (c) find that the proposed form of *Class Notice* fairly and adequately (i) describes the terms and effect of this *Settlement Agreement*, (ii) provides notice to the *Insured* of the time and place of the *Final Approval Hearing*, (iii) describes how the *Insured* may participate in the *Settlement*, and (iv) describes how the recipients of the *Class Notice* may object to the *Settlement*; and (d) find that the proposed manner of serving the *Class Notice* to the *Insureds* is the best notice practicable under the circumstances.

4.4 **Cooperation.** The *Parties* will, in good faith, take reasonable steps to (a) secure expeditious entry of the *Preliminary Approval Order* by the *Court*; (b) seek a date for the *Final Approval Hearing* at least 60 calendar days after entry of the *Preliminary Approval Order*; and (c) and seek entry of the *Final Approval Order and Judgment*.

4.5 Retention of *Claims Administrator*. The *Claims Administrator* will be responsible for the claims-administration process and distribution of the *Class Notice* and *Settlement Payments* as provided herein. The *Parties* shall jointly be responsible for the selection of the *Claims Administrator. Defendants* will cooperate with the *Claims Administrator* and assist it in any reasonable way possible in administering this *Settlement Agreement*. *Claims Administrator* fees are to be paid separately by *Defendants*. The *Claims Administrator* will provide *Class Counsel* and *Defense Counsel* with a final bill of its fees no later than ten (10) days before the *Final Approval Hearing*.

(A) **Duties of *Claims Administrator*:** The following are the duties of the *Claims Administrator*: The Settlement Administrator's duties include:

1. Disseminating the Court-approved *Class Notice;*
2. Sending *CAFA* notice to the U.S. Attorney General and the Pennsylvania Attorney General, in a form approved by the *Parties*;
3. Establishing and maintaining a return mail address to receive opt-out requests from the *Settlement Class* and objections from *Settlement Class Members*;
4. Establishing and maintaining a website/web address to provide important information to *Settlement Class Members*, including a list of frequently asked questions that are agreed upon by the *Parties*;
5. Establishing and maintaining an automated toll-free telephone line for *Settlement Class Members* to call with Settlement-related inquiries, and answer frequently asked questions of *Settlement Class Members* who call or otherwise communicate such inquiries;
6. Responding to any mailed *Settlement Class Member* inquiries and/or forwarding such inquiries to *Class Counsel*;
7. Processing all opt-out requests from the *Settlement Class*;
8. Providing bi-weekly reports to *Class Counsel* and *Defendant's Counsel* that summarize the number of opt-out requests and objections received to date and other pertinent information;
9. In advance of the *Final Approval Hearing*, preparing and submitting to *Class Counsel* their *Claims Administrator's Declaration*;
10. Collecting from *Defendants* the *Settlement Amount* and all other funds necessary to effectuate *Defendants'* obligations under this *Settlement Agreement*;
11. Distributing *Cash Payments* to *Settlement Class Members* who are eligible to receive such payments;
12. Any other Settlement administration function at the instruction of *Class Counsel* and *Defendants' Counsel*.

(B) ***Claims Administrator's Fees*:** Should this *Settlement* become *Final*, the *Claims Administrator* shall deduct their fees and expenses incurred in administering this *Settlement* from the *Settlement Amount*. If such amount exceeds Nine Thousand Dollars ($9,000.00), the amount in excess shall be deducted from the award of *Attorneys' Fees.* The *Claims Administrator* shall use their best efforts to ensure their fees and expenses do not exceed the amount of $9,000.00. If the *Claims Administrator's Fees* are less than $9,000, the difference shall be subject to a *Cy*

Pres Distribution. Prior to the *Final Approval Hearing*, the *Claims Administrator* shall include their final amount of their *Claims Administrator's Fees* in the *Claims Administrator's Declaration.*

4.6 ***Insured's Data.*** Within seven (7) calendar days after the *Court* enters a *Preliminary Approval Order*, *Defendants* will provide the *Claims Administrator* with a list, in electronic form, containing the following information for *Plaintiff* and for each *Insured*, to the extent such information is in *Defendants'* possession: name, last known address, last known telephone number(s), last known email address(es), Social Security Number, the final updated *Lien Letter* sent, and the total amount sent by the *Insured* to *Defendant* (and thus comprising that individual's portion of the *Returned Amount*). This information shall be referred to herein as the *Data.* At the same time, *Defendants* will also provide *Class Counsel* with the same information it provides to the *Claims Administrator,* with such information being produced in the same format. The *Claims Administrator* shall have a fiduciary duty to maintain, safeguard, maintain private and confidential, and prevent the dissemination of any and all *Data* provided by *Defendants.* The *Claims Administrator* will not use the information produced pursuant to this section for any purpose other than to administer the *Settlement*. Similarly, *Class Counsel* agrees to keep the class information as described in this paragraph confidential and agrees the information shall not be used in the future in any way (including the prosecution of claims) against *Defendants*. The *Parties* stipulate and agree that they will each cooperate and use their best efforts to provide the *Claims Administrator* any information the *Claims Administrator* requests to facilitate its duties and obligations set forth in this *Settlement Agreement*.

4.7 **Calculation of *Settlement Payments* for *Plaintiff* and *Settlement Class Members*.**

(A) ***Notice of Amount of Settlement Payment.*** The *Notice Packet* will advise *Insured* as to whether they are entitled to a *Cash Payment* or a *Non-Cash Payment,* and the amounts they would receive/be released from should this *Settlement* become *Final.*

(1) The *Class Notice* shall inform *Insured* that they do not need to take any action in order receive a benefit under this *Settlement*, provided they remain members of the *Class*, and that such payment shall constitute payment for the release of their claims as set forth in this *Settlement Agreement*.

(2) Upon receipt of the *Notice Packet,* any *Insured* who wishes to challenge either the calculation of his or her *Cash Payment or Non-Cash Payment* must submit a written, signed declaration to the *Claims Administrator* for receipt by the *Claims Administrator* on or before the *Bar Date,* along with documentation to support the challenge. The *Claims Administrator* will resolve the challenge and make a final and binding determination without hearing or right of appeal.

(B) ***Settlement Payment.*** All *Settlement Class Members* will receive a benefit in connection with this *Settlement* either via a *Cash Payment* and thus their portion attributable to the *Returned Amount* or a *Non-Cash Payment* and thus a release by

Defendants from entitlement to their portion attributable to the *Non-Returned Amount*. Once the *Settlement* becomes *Final*, the *Claims Administrator* will send a *Cash Payment* to any *Settlement Class Member* entitled to receive said payment.

(C) For purposes of performing the calculations set forth above, the *Claims Administrator* will rely on the information contained in *Defendants' Data* for *Settlement Class Members*. If an individual contests the amount claimed to be their portion of the *Returned Amount* or *Non-Returned Amount,* the *Claims Administrator* shall contact *Defense Counsel* and *Plaintiff's Counsel* to determine which amount is correct. The *Claims Administrator's* decision shall be considered final and unappealable.

(D) *Plaintiff*, *Plaintiff's Counsel*, *Defendants*, and *Defendants' Counsel* will have no responsibility for, or liability arising from, the *Claims Administrator's* calculations of the distribution of the *Settlement Amount* including, without limitation, the calculation of an individual *Settlement Class Member*'s *Cash Payment*.

(E) *Plaintiff* is a member of the *Class* by operation of this *Settlement Agreement*. *Plaintiff's Non-Cash Payment* will be calculated in accordance with the above terms. *Plaintiff* need not take any further action to receive the release provided by his *Non-Cash Payment* as member of the *Class.*

(F) Three days before the *Final Approval Hearing*, the *Claims Administrator* will certify jointly to *Class Counsel* and *Defendants' Counsel* a list of all *Settlement Class Members*, indicating for each member of the *Settlement Class* the total *Settlement Payment* due to that individual pursuant to this *Settlement Agreement*. The *Claims Administrator* will also indicate whether any challenges to a *Settlement Class Member*'s *Settlement Payment* have been received and, if so, the status of the challenge(s).

4.8 Class Notice.

(A) The *Claims Administrator* will disseminate the *Class Notice* by the following means: mail and email, to the extent *Defendants* possess email addresses for *Insureds*. The *Claims Administrator* will mail the *Notice Packet* via First Class Mail to each *Insured* within ten (10) calendar days after the *Class Administrator* receives the class list and the data required to perform the preliminary calculations. The *Claims Administrator* will (among other things) provide estimated settlement payment amounts in the *Class Notice*. The *Claims Administrator* shall notify *Plaintiff's Counsel* and *Defense Counsel* the date the *Class Notice* is mailed.

(B) Before mailing, the *Claims Administrator* will attempt to confirm the accuracy of the addresses of each *Insured* through the United States Post Office's National Change of Address ("NCOA") database. If a *Notice Packet* is returned as undeliverable, the *Claims Administrator* will perform one skip trace and resend by First Class United States Mail the *Court*-approved *Class Notice* once only to those

Insureds for whom it obtains more recent addresses.

(C) Within three days after the *Claims Administrator* effectuates mailing of the *Notice Packet*, the *Claims Administrator* will also email a copy of the *Class Notice* to any *Insured* for which *Defendants* provided that *Insured's* last known email address. The email shall also include a statement that the full *Notice Packet* has been mailed to the individual's last known address.

(D) The *Claims Administrator* will mail a *Court*-approved *Class Notice* to any *Insured* who contacts the *Claims Administrator* during the time period between the initial mailing of the *Class Notice* and the *Bar Date* and requests that a *Class Notice* be re-mailed. During the *Notice Period*, no other communications will be sent by either *Party* to *Insureds*. *Class Counsel* may nevertheless communicate with *Plaintiff* and respond to inquiries they receive from *Insureds* during the *Notice Period*. However, *Class Counsel* shall not initiate contact with *Insureds*, except as required to carry out the terms of the Settlement or to fulfill their ethical obligations. *Defendants* may nevertheless communicate with their current *Insureds* in response to inquiries regarding any matter, excluding the *Action,* the *Settlement*, or this *Settlement Agreement*. For any inquiry regarding the *Action,* the *Settlement*, and/or the *Settlement Agreement*, *Defendants* shall advise that *Insured* to contact *Class Counsel* as directed in the *Class Notice.*

(E) Upon mailing of the *Notice Packet*, the *Claims Administrator* shall establish a settlement website (or a link on their existing website) to assist in providing *Insureds* with information regarding the *Settlement*. Such website may include (i) the *Complaint*; (ii) the *Settlement Agreement*; (iii) a copy of the *Class Notice*; (iv) any orders entered by the *Court* regarding the *Settlement*; and (v) a list of frequently asked questions and their corresponding answers that are mutually agreed upon by the *Parties*. In addition, the website shall include information regarding the changes in business practices by *Defendants* going forward and as outlined in Section 5.4. Such website will be reviewed and agreed upon by the *Parties* (including the wording of the website address) prior to its publication and will be taken down within six (6) months of the *Settlement* becoming *Final.*

(F) The *Claims Administrator* will provide to *Defendants' Counsel* and *Class Counsel* at least once every two weeks, a report concerning any objections raised by any *Insured*, the number of objections submitted to date, and the number of *Request for Exclusions* submitted to date. Further, prior to the *Final Approval Hearing*, the *Claims Administrator* will provide *Defendants' Counsel* and *Class Counsel* with a cumulative report detailing any objections received from *Insureds*.

4.9 Objections. Only *Settlement Class Members* may object to the *Settlement*. A *Settlement Class Member* who wishes to object or appear at the *Final Approval Hearing* must mail to the *Claims Administrator* a detailed written statement, postmarked by the *Bar Date*, stating any objection(s) in detail and any specific aspect(s) of the *Settlement* being challenged; the specific reason(s), if any, for each such objection, including any evidence and legal authority that the *Settlement Class Member* wishes to bring to the *Court's* attention; and whether any objection applies only to the objector, to a specific subset of the class, or to the entire class. That written statement shall clearly identify the case name and number, and in addition to the details set forth above with respect to the objection, shall contain (i) the *Settlement Class Member*'s printed name, address, telephone number, and email address; (ii) any supporting papers, materials, or briefs that the *Settlement Class Member* wishes the *Court* to consider when reviewing the objection; (iii) the actual written signature of the *Settlement Class Member* making the objection; and (iv) a statement of whether the objecting *Settlement Class Member* or their counsel intends to appear at the *Final Approval Hearing*. A *Settlement Class Member* may object on their own behalf or through an attorney; provided, however, that even if represented, the objector must individually sign the objection, and timely file the objection and mail a copy to the *Claims Administrator*. All attorneys who are involved in any way in asserting the objection must be listed on the objection. No *Settlement Class Member* will have any claim to any part of the *Settlement Amount* based, in whole or in part, on their retention of outside counsel. Any objector who serves a valid and timely written objection or intends to appear as described above may appear at the *Final Approval Hearing*, either in person or through separate counsel hired at the objector's expense, to object to the *Settlement* on the basis set forth in his or her objection; provided, however, that any objector or attorney for an objector who intends to make an appearance at the *Final Approval Hearing* must in their timely objection state their intention to appear. If the *Settlement Class Member* or their attorney wish to speak at the *Final Approval Hearing*, their written notice of intent must identify by name, address, and telephone number the person(s) who intend(s) to appear, including any witnesses and a summary of any witness testimony the *Settlement Class Member* intends to present during their appearance. Any *Settlement Class Member* who does not comply with the foregoing provisions shall waive and forfeit any and all rights to object to the *Settlement*, and shall be bound by all terms of this *Settlement Agreement* and by all proceedings, orders and judgments in the Litigation, including but not limited to the Release and the *Final Approval Order and Judgment*. Should the *Claims Administrator* receive any objection, it will promptly notify *Defendants' Counsel* and *Class Counsel* and will provide each with the contact information for the objecting *Settlement Class Member*.

4.10 Opt-Out/Request for Exclusion.

(A) For an *Insured* to exclude himself or herself from the Settlement ("opting-out"), he or she must write and submit a signed *Request for Exclusion.* The *Parties* stipulate and agree that the following shall also constitute a valid *Request for Exclusion:* If a *Class* member writes the *Claims Administrator* a signed letter that states: "I request to be excluded from the settlement in *Kvirikashvili v. United States Fire Insurance Company*, *et al.,* Civil Action No. 2:25-cv-05474-GAM, (E.D. Pa.). I affirm that I was an Insured of Defendants during the Class Period." The *Class* member who wishes to opt-out must also include his or her full name, address, and telephone number. *Class* members *may not* exclude themselves by telephone, fax, or email. No person shall be permitted to request exclusion from the *Class* on behalf of any *Class* member, except that a legal representative or guardian may submit a *Request for Exclusion* on behalf of a deceased, incapacitated, or minor *Class* member. Each *Class* member seeking to exclude themselves from the

Settlement, must submit an individually signed *Request for Exclusion* in order to be excluded from the *Class*. *Requests for Exclusion* cannot be made on a group or class basis and any attempt to opt out a group or class of individuals shall be null and void.

(B) All *Requests for Exclusion* must be submitted by the *Bar Date*.

(C) The date of submission is deemed to be the earlier of (i) the date the form is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; or (ii) the date the form is received by the *Claims Administrator*.

(D) Any *Class* member who submits a timely and valid *Request for Exclusion* will not (i) be bound by any orders or judgments entered in this *Litigation*; (ii) be entitled to benefits or relief under this *Settlement Agreement*; (iii) gain any rights by virtue of this *Settlement Agreement*; (iv) be bound by any releases contained in this *Settlement Agreement*; or (v) be entitled to object to the *Settlement* or appeal from any order of this *Court*.

(E) Any portion of the *Returned Amount* attributed to *Class* members who validly exclude themselves from this *Settlement* will be deducted from the total amount comprising the *Settlement Amount*.

(F) Upon receipt of a *Request for Exclusion*, the *Claims Administrator* will notify *Class Counsel* and *Defendants' Counsel* and will provide *Class Counsel* with such individual's last known telephone number.

(G) If a fully completed and properly executed *Request for Exclusion* is not received by the *Claims Administrator* from a *Class* member by the *Bar Date*, then that *Class* member will be deemed to have forever waived his or her right to opt-out of the *Class*.

4.11 Final Approval.

(A) *Plaintiff* will file a motion seeking final approval of the *Settlement* ("*Final Approval Motion*") with the *Court* in accordance with the *Court's* scheduling order. *Defendants* may, but shall not be required to, file a memorandum in support of final approval or addressing any objections to the *Settlement*. In the *Final Approval Motion*, *Plaintiff* will request that the *Court* determine, at or after the *Final Approval Hearing* (a) whether to enter a *Final Approval Order and Judgment*, substantially in the form attached as Exhibit E, granting final approval of the *Settlement*, dismissing the *Action* with prejudice and entering final judgment; (b) whether the distribution of the *Settlement Amount* set forth in this *Settlement Agreement* should be approved or modified; (c) the amount of legal fees and expenses to be awarded to *Class Counsel* as contemplated by Section of this *Settlement Agreement*; and (d) the amount of *Service Payment*, if any, to be awarded to the *Plaintiff*.

(B) The *Final Approval Motion* will ask the *Court* to (a) determine that the *Court* has personal jurisdiction over *Plaintiff*, and *Settlement Class Members*, and that the *Court* has subject matter jurisdiction to approve the Settlement; (b) approve this *Settlement Agreement*; (c) certify the *Class* exclusively and solely for settlement purposes; (d) find that the notice plan and *Class Notice* satisfied the requirements of due process and Fed. R. Civ. P. 23, constituted the best notice practicable under the circumstances, and were reasonably calculated to apprise the *Settlement Class* of the *Litigation*, the *Settlement Agreement*, their objection rights, their right to appear at the *Final Approval Hearing*, and their right to opt-out of the *Settlement*; (e) finally approve the *Settlement* as fair, reasonable, and adequate, and finding that each *Settlement Class Member* who has not opted out in strict compliance with the terms of this *Agreement* and the *Class Notice* is bound by the *Settlement Agreement*, including the Release of Claims, Injunction, and Covenant Not to Sue in Section 5; (f) enter final judgment without fees or costs except as consistent with this *Settlement Agreement*, which may be awarded in a related Fee and Expense Order of the Court; (g) incorporate the Release provisions of this Agreement, make the Releases effective as of the *Final Effective Date*, and forever discharge the *Released Parties* from any claims or liabilities for any *Released Claims*; (h) find that *Class Counsel* and the *Plaintiff* have adequately represented the *Settlement Class* for purposes of entering into and implementing the *Settlement*; (i) incorporate the injunction in Section 5.7 and permanently enjoin the *Plaintiff* and *Settlement Class Members* from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction against *Defendants* or any of the *Released Parties* asserting or based upon any of the *Released Claims*; (j) authorize the *Parties* to implement the terms of the *Settlement Agreement*; (k) retain exclusive jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the *Settlement* and this *Settlement Agreement*; (l) provide that neither the *Settlement Agreement* nor any proposals, negotiations, communications, documents, or discussions relating to the *Settlement Agreement* shall be considered, used, or construed as an admission of any wrongdoing or liability by *Defendants* or any *Released Party*; (m) further provide that neither the terms of this *Settlement Agreement* nor any proposals, negotiations, communications, documents, or discussions preceding or related to the *Settlement* or this *Settlement Agreement* may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of this *Settlement Agreement*; and (n) incorporate any other provisions not inconsistent with the *Settlement Agreement* that the *Court* deems necessary and just.

(C) At the *Final Approval Hearing*, *Plaintiff* and *Defendants* will request that the *Court* overrule any Objections to the *Settlement* by any *Settlement Class Members* and find that the *Settlement* is fair, reasonable and adequate, and enter the *Final Approval Order and Judgment*.

(D) The *Parties* agree to support entry of the *Final Approval Order and Judgment*, including supporting the *Settlement* through any *Review Proceeding*. *Defendants* will not take any position with respect to *Class Counsel's* fee and expense request or *Plaintiff's Service Payment*, so long as disposition of those matters is substantially in accordance with the provisions of this *Settlement Agreement*. The *Parties* otherwise covenant and agree to reasonably cooperate with one another and to take all actions reasonably necessary to effectuate the *Settlement Agreement* and to obtain a *Final Approval Order and Judgment*.

4.12 Distribution of *Settlement Payments* to *Settlement Class Members*.

(A) By the deadlines set forth in Section 3.6, *Defendants* will provide the *Claims Administrator* with the *Settlement Amount*. The *Claims Administrator* shall deposit the *Settlement Amount* into a Qualified Settlement Fund prior to distribution as outlined herein.

(B) The *Claims Administrator* will mail *Settlement Payments* in the form of checks to the last known address of *Settlement Class Members* within fifteen (15) calendar days of receiving the *Settlement Amount*.

(C) The *Parties* agree that each *Settlement Payment* to be issued to applicable *Settlement Class Members* is for reimbursement of monies previously paid to *Defendants*.

(D) The back of each check distributed to *Settlement Class Members* will state that "the check must be cashed within one-hundred eighty days (180) days or it will become void."

(1) If any *Settlement Check* is not cashed within the one-hundred eighty (180) day period, that *Settlement Check* will be voided, and the *Claims Administrator* will place a stop-payment on the check. *Settlement Class Members* with such voided checks will have irrevocably waived any right in or claim to a *Settlement Payment*, but the *Settlement Agreement* and all releases relating to their Released Claims will nevertheless be binding upon them. Any unclaimed funds resulting from such voided Settlement Checks shall be part of the *Cy Pres Distribution*.

(E) Neither *Defendants*, *Defendants' Counsel*, *Plaintiff's Counsel, Plaintiff*, nor the *Claims Administrator* will have any liability for lost or stolen checks, for forged signatures on checks, or for unauthorized negotiation of any checks funded by any portion of the *Settlement Amount.*

(F) Without limiting the foregoing, if a *Settlement Class Member* notifies the *Claims Administrator* that he or she believes that his or her *Settlement Check* has been lost or stolen, the *Claims Administrator* will immediately notify counsel for the *Parties* and stop payment on any such check.

(1) If the *Settlement Check* in question has not been negotiated before the stop payment order, the *Claims Administrator* will issue a replacement check, from which the fees, if any, associated with the stop payment order will first be deducted. The *Settlement Class Member* will have an additional thirty

(30) calendar days to negotiate the re-issued check from the date of re-mailing.

(2) If any *Settlement Check* is not cashed in that period of time, that *Settlement Check* will be voided. The funds from said *Settlement Check* will be considered part of the *Cy Pres Distribution*.

(G) *Plaintiff*, *Defendants*, *Plaintiff's Counsel*, and *Defendants' Counsel* do not intend this *Settlement Agreement* to constitute legal advice relating to the tax liability of any *Settlement Class Member*. To the extent that this *Settlement Agreement*, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. Further, *Plaintiff*, *Defendants*, *Plaintiff's Counsel*, and *Defendants' Counsel* have not provided nor will provide any *Settlement Class Member* with any advice regarding the tax consequences of this *Settlement Agreement*.

4.13 ***Cy Pres Distribution.*** If any portion of the *Settlement Amount* becomes, by operation of this *Settlement Agreement*, subject to a *Cy Pres Distribution*, the *Claims Administrator* shall distribute said funds as follows: any unclaimed funds shall be provided to a cy pres chosen by the *Court* based upon a joint submission by the Parties. The *Parties* jointly propose Consumer Action (https://www.consumer-action.org) as the *cy pres* recipient. The Parties shall seek to have the Court identify a *cy pres* recipient in the *Final Approval Order and Judgment*. The *Parties* acknowledge and agree that the ultimate decision regarding who shall be elected recipient of a *Cy Pres Distribution* is the *Court's* sole responsibility.

4.14 **Fees and Expenses Borne By *Defendants*.** In addition to all amounts set forth in this *Settlement Agreement, Defendants* will bear sole responsibility for *Defendants' Counsel's* fees, expenses, and costs, as well as the fees, expenses, and costs of any other counsel who represented them in this *Action*. Further, the *Defendants* will bear sole responsibility for fees and costs associated with their performance of terms under this *Settlement Agreement*, as well as all fees and costs associated with dissemination of notice under CAFA to additional officials aside from the appropriate officials of the United States and Commonwealth of Pennsylvania as set forth in Section 4.5A(2). Should this *Settlement* become *Final*, under no circumstances whatsoever shall any portion of the *Settlement Amount* revert to *Defendants.*

4.15 ***Class Counsel's*** **Fees and Costs.**

(A) *Class Counsel* may make an application to the *Court* for an award of *Attorney's Fees* in an amount not to exceed One Hundred Eighty Thousand Dollars ($180,000.00), inclusive of reasonable expenses as determined by the *Court*. Such application will be filed in connection with the *Plaintiff's Final Approval Motion*.

(B) So long as *Class Counsel's* application for fees and expenses conforms to the terms of Section 4.15(A), *Defendants* shall not object, oppose, or otherwise comment on *Class Counsel's* fee application. If called upon by the *Court, Defendants* shall explain that they take no position on *Class Counsel's* request.

(C) If the *Court* rules that any amount requested by *Class Counsel* for attorneys' fees, expenses or costs is excessive and reduces the same, only the reduced amount will be deemed to be *Class Counsel's* fees and costs for purposes of this *Settlement Agreement*. Any amounts not awarded by the *Court* will not be part of the *Settlement Amount.* This *Settlement Agreement* is not conditioned on the Court granting *Class Counsel's* motion for fees, expenses, and costs. In the event the Court denies or reduces *Class Counsel's* motion for fees, expenses, and costs, the remainder of this Settlement Agreement will remain in effect.

(D) As soon as practicable after receiving the *Settlement Amount*, the *Claims Administrator* will wire transfer the amount representing *Class Counsel's* attorneys' fees and expenses approved by the *Court* to *Class Counsel*.

(E) Before any payment of any amount designated as *Plaintiff's Counsel's* fees and costs, *Class Counsel* will provide the *Claims Administrator* with all information necessary to effectuate such payments (*e.g.,* a fully executed IRS Form W-9). *Class Counsel* will be issued an IRS Form 1099 for their award of *Plaintiff's Counsel's* fees and costs.

(F) Payment of *Class Counsel's* fees and costs as set forth in this *Settlement Agreement* and the *Court's Final Approval Order and Judgment* will constitute full and final satisfaction of any and all obligations by *Defendants* to pay any person, attorney or law firm (including but not limited to *Plaintiff's Counsel*) for attorneys' fees, expenses or costs incurred on behalf of the *Settlement Class* and will relieve the *Released Parties* of any other claims or liability to any person for any attorneys' fees, expenses, and costs to which any person may claim to be entitled on behalf of the *Settlement Class* for this *Action*. *Defendants* will have no additional liability to *Plaintiff's Counsel* for fees and costs, including without limitation, administrative costs, expert fees and costs, or attorneys' fees and costs.

4.16 *Service Payment.*

(A) *Class Counsel* may also make an application to the *Court* for a one-time *Service Payment* award to *Plaintiff*, in recognition of the work and services *Plaintiff* contributed to the case including, but not limited to, meetings with *Plaintiff's Counsel*, assumption of risks, serving as a class representative, and related activities (including assisting with *Class Counsel's* investigation and the drafting of the complaint). The *Service Payment* will not exceed Two Thousand Five Hundred Dollars ($2,500.00). The final amount of the *Service Payment* will be determined by the *Court*. Any amount not awarded by the *Court* shall be subject to the *Cy Pres Distribution.*

(B) So long as *Plaintiff's* request for a *Service Payment* conforms to the terms of Section 4.16(A), Defendants shall not object, oppose, or otherwise comment on *Plaintiff's* request. If called upon by the *Court, Defendants* shall explain that they take no position on *Plaintiff's* request.

(C) The awarding of any *Service Payment* in any amount shall not otherwise impact the *Settlement*, which shall still be effectuated.

(D) The *Claims Administrator* will make the *Service Payment* to *Plaintiff* in the amount approved by the *Court* within the same time period for distributing *Settlement Payment* amounts to the *Settlement Class Members*.

(E) The *Service Payment* will be treated as non-wage income, and the *Claims Administrator* will issue a Form 1099 to *Plaintiff* reflecting the value of the payment.

4.17 No Liability for Claims Administered Pursuant to Agreement. No person shall have any claim against *Plaintiff*, *Class Counsel*, *Defendants*, *Defendants' Counsel*, the *Released Parties*, and/or the *Claims Administrator* based on any determinations, distributions, actions taken, or awards made, with respect to this *Settlement*, so long as the individual(s) or entity(ies) acted in accordance with the *Settlement Agreement*, the *Preliminary Approval Order*, and *Final Approval Order and Judgment*.

5. RELEASE OF CLAIMS; ASSIGNMENT.

5.1 Release of Claims.

(A) Upon the *Final Effective Date*, the *Plaintiff* and all *Settlement Class Members*, on behalf of themselves and all of their agents, beneficiaries, heirs, relatives, estates, executors, administrators, successors, assigns, insurers, attorneys, representatives, and any and all Persons who seek to claim through or in the name or right of any of them (the *Releasing Parties*), expressly and irrevocably release and forever discharge, United States Fire Insurance Co., Blue Star Claims, LLC, and all of their respective present and former officers, directors, employees, agents, representatives, attorneys, administrators, departments, divisions, business units, insurers, reinsurers, parent companies, subsidiaries, affiliates, predecessors, successors, indemnities, and assigns (collectively, the *Released Parties*), from any and all claims, demands, complaints, disputes, causes of action, rights of action, suits, debts, liabilities, obligations, and damages of every nature whatsoever (collectively, "*Claims*"), whether asserted or unasserted, known or unknown, that the *Releasing Parties* now have, ever had, or may in the future have, arising out of, resulting from, or related in any way to any of the allegations, acts, inaction, facts, subject matter, transactions, statements, events, matters, occurrences, representations, failures to disclose, or omissions, involved, alleged, or referred to in the *Action*, in whole or in part, including but not limited to:

(1) any and all *Claims* relating in any way to a request by *USFIC* or *Blue Star* for subrogation or for recovery of benefits under a *USFIC Policy*;

(2) any and all *Claims* relating in any way to the MVFRL or alleged violations

of the MVFRL;

(3) any and all *Claims* for bad faith or for violation of 42 Pa.C.S. § 8371 related to subrogation or recovery of benefits by *USFIC or Blue Star*;

(4) any and all *Claims* that were or could have been asserted in the *Action*;

(5) any and all claims for attorneys' fees, costs, or expenses; and

(6) any and all claims for the defense or resolution of this *Action*.

It is expressly understood and agreed that the *Claims* released in this Section, specifically subsections 1-6 (collectively, the *Released Claims*), shall be inclusive of claims of every nature irrespective of whether the claim is based on legal or equitable grounds or whether based on federal, state, foreign, or local law, statute, ordinance, regulation, common law, private contract, agreement, or any other authority.

(B) Any *Insured* who was not disseminated *Class Notice* as provided by this *Settlement Agreement* and for whom no amount was included in the *Disputed Amount*, will not (i) be bound by any orders or judgments entered into this *Action* regarding the *Class*; (ii) be entitled to any benefits or relief provided or conferred to the *Class* under this *Settlement Agreement*; (iii) gain any rights provided or conferred to the Class by virtue of this *Settlement Agreement*; or (iv) be entitled to object to the *Settlement* or appeal any orders of this Court as they pertain to the Class.

5.2 All members of the *Settlement Class* will be bound by the terms and conditions of this *Settlement Agreement*, the *Final Approval Order and Judgment*, and the releases set forth herein.

(A) Any *Insured* who submits a timely and valid *Request for Exclusion* will not on behalf of themselves or the *Class* (i) be bound by any orders or judgments entered into in this *Action* regarding the *Class*; (ii) be entitled to any benefits or relief provided or conferred to the *Class* under this *Settlement Agreement*; (iii) gain any rights provided or conferred to the *Class* by virtue of this *Settlement Agreement*; or (iv) be entitled to object to the *Settlement* or appeal any orders of this *Court* as they pertain to the *Class*.

5.3 ***Defendants'* Releases.** Upon the *Final Effective Date*, *Defendants* will conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge *Plaintiff* and *Plaintiff's Counsel* ("*Defendants' Released Persons*") from any and all claims, counterclaims, crossclaims, complaints, charges, demands, actions, causes of action, judgments, debts, expenses, losses, liabilities, and obligations, including attorneys' fees, expenses and costs, arising from or related to the prosecution and/or resolution of the *Action* ("*Defendants' Released Claims*").

5.4 ***Defendants'* Additional Releases and Covenants**.

(A) *Returned Amount*. Upon the *Final Effective Date*, *Defendants* will conclusively, absolutely, unconditionally, irrevocably, and forever forgo any and all claims to any *Returned Amount* by any *Settlement Class Member.*

(B) *Non-Returned Amount*. Upon the *Final Effective Date*, *Defendants* will conclusively, absolutely, unconditionally, irrevocably, and forever forgo any and all claims to any *Non-Returned Amount* by any *Settlement Class Member.*

(C) *Lien Letters Going Forward*. Upon the *Final Effective Date*, *Defendants* agree to waive any provision in a *USFIC Policy* permitting them to send a *Lien Letter* to any *Non-Claimant* for a lien that is precluded by the MVFRL.

5.5 **Scope of Releases.** The release and discharge set forth in Section 5 will not include the release or discharge of any rights or duties of the *Parties* arising out of this *Settlement Agreement*, including the express warranties and covenants contained herein.

5.6 **No Assignment.** *Plaintiff* represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any part thereof or interest therein, including, but not limited to, any interest in the *Action*, or any related action.

5.7 **Injunction.** Upon the *Final Effective Date*, *Plaintiff* and the *Settlement Class Members* who have not timely and properly opted out and excluded themselves from the *Settlement* shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction asserting or based upon any claims or causes of action released in the *Settlement* and *Final Approval Order and Judgment*.

5.8 **Dismissal with Prejudice.** Subject to Court approval, all *Settlement Class Members* who have not excluded themselves from the *Class* shall be bound by this *Settlement Agreement* and the *Released Claims* of the *Settlement Class Members* and *Releasing Parties* will be dismissed with prejudice whether or not they received actual notice of the *Litigation* or this *Settlement*.

5.9 **Covenant Not to Sue.** Plaintiff, on behalf of himself and *Settlement Class Members*, covenants and agrees not to file, commence, prosecute, maintain, intervene in, or participate in (as a party or class member) any action in any jurisdiction based on or relating to any of the *Released Claims*, or the facts and circumstances relating thereto, against any of the *Released Parties*. The Release of Claims in Section 5.1 and the covenants in this Section shall be a complete defense to any of the *Released Claims* asserted against any of the *Released Parties*.

6. NON-ADMISSION OF LIABILITY.

6.1 *Defendants* deny all of the allegations made by *Plaintiff* and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted in the

Action. By entering into this *Settlement Agreement*, *Defendants* in no way admit any violation of law or any liability whatsoever.

6.2 Likewise, by entering into this *Settlement Agreement*, *Defendants* in no way admit to the suitability of this case for class or collective action litigation other than for purposes of settlement. Settlement of the *Action*, negotiation and execution of this *Settlement Agreement*, and all acts performed or documents executed pursuant to or in furtherance of this *Settlement Agreement* or the *Settlement* (a) are not evidence of any wrongdoing or liability on the part of *Defendants* or of the truth of any of the factual allegations in the *Complaint* filed in the *Action*; (b) are not an admission or evidence of fault or omission on the part of *Defendants* in any civil, criminal, administrative or arbitral proceeding; and (c) are not an admission or evidence of the appropriateness of these or similar claims for class certification or administration or collective action treatment other than for purposes of administering this *Settlement Agreement*.

7. <u>TERMINATION.</u>

7.1 **Grounds for Settlement Termination.** The following events are grounds for termination of the *Settlement Agreement*:

(A) *Plaintiff* may terminate this *Settlement Agreement* should the *Claims Administrator* determine that there is a deviation in the *Disputed Amount,* arising from either a review of the *Data* pursuant to Section 4.6 or a dispute from a *Settlement Class Member* that the *Claims Administrator* determines to be credible, that *Defendants* are not willing to cure.

(B) Either *Party* may terminate this *Settlement Agreement* should a material condition set forth in Section 3 not be met or waived by the other *Party*, provided that any *Party* who wishes to terminate pursuant to this provision must give the other *Party* written notice and a ten (10) day opportunity to cure the material condition, if applicable.

(C) In the event that any of the *Defendants* declare bankruptcy prior to disbursement of the *Settlement Amount* to the *Settlement Class Members* and any bankruptcy trustee seizes any portion of the *Settlement Amount* and such seizure remains uncured for thirty (30) or more days after such seizure, any releases granted by the *Releasing Parties* shall be void irrespective of whether *Plaintiff* has exercised her right to terminate.

(D) *Defendants* may terminate this *Settlement Agreement* if more than ten percent (10%) of the *Class* members opt-out of this *Settlement* by filing timely *Requests for Exclusion*.

7.2 **Procedures for Termination.** To terminate this *Settlement Agreement* as specified above, the terminating *Party* will give written notice to the other *Party* no later than fourteen (14) calendar days after the terminating *Party* learns that the applicable ground for termination has been satisfied.

7.3 Effect of Termination.

(A) Should this *Settlement Agreement* be terminated pursuant to Section 7, this *Settlement Agreement* will not be offered, received, or construed as an admission of any kind as to liability, damages, whether any class or collective is certifiable, or in any other matter by any *Party*. Neither the *Settlement Agreement*, any motions filed, settlement proposals exchanged by the *Parties*, nor Orders entered pursuant to the *Settlement Agreement*, will constitute an admission, finding or evidence that any requirement for representative litigation or certification as a class or collective action has been satisfied in this *Action* or any other action, except for the limited settlement purposes pursuant to the terms of the *Settlement Agreement*.

(B) If this *Settlement Agreement* is canceled, rescinded, terminated, voided, or nullified, or the settlement of the *Action* is barred by operation of law, is invalidated, is not approved or otherwise is ordered not to be carried out by any court of competent jurisdiction:

(1) the *Settlement Agreement* will have no force or effect, and no *Party* will be bound by any of its terms with respect to the terminating *Parties*;

(2) *Defendants* will have no obligation to make any payments to *Plaintiff*, any *Settlement Class Member*, or *Class* Counse*l*, except that *Defendants* will be responsible for paying the *Claims Administrator's* fees and expenses for services rendered up to the date the *Claims Administrator* is notified that the *Settlement* has been terminated; and

(3) any settlement class certified by the *Court* will be deemed decertified should the *Settlement Agreement* be terminated, and *Defendants* will retain the right to challenge the certification of any class proposed by *Plaintiff.*

8. <u>MISCELLANEOUS.</u>

8.1 Parties' Authority.

(A) The signatories hereby represent that they are fully authorized to enter into this *Settlement Agreement* and bind the *Parties* hereto to the terms and conditions hereof.

(B) The entity or individual signing this *Settlement Agreement* on behalf of *Defendants* represents and warrants that they have authority to sign on behalf of all *Defendants* and, accordingly bind all *Defendants* to this *Settlement Agreement*.

(C) The *Class Notice* will advise all *Settlement Class Members* of the binding nature of the release, and that the release will have the same force and effect upon members of the *Settlement Class* as if the *Settlement Agreement* were executed by each member of the *Settlement Class*.

8.2 **Advice of Counsel.** In entering into this *Settlement Agreement*, each *Party* represents and warrants that they have relied upon the advice of their attorneys, that they have completely read the terms of this *Settlement Agreement*, and that the terms of this *Settlement* have been explained to them by their attorneys. Each *Party* further represents and warrants that it fully understands and voluntarily accepts the terms of the *Settlement*.

8.3 **Admissibility.** This *Settlement Agreement* will be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this *Settlement Agreement*.

8.4 **Severability.** If any court with original or appellate jurisdiction over this *Action* issues a *Final* determination that any part of this *Settlement Agreement* is not enforceable, the *Parties* may (but will not be required to) jointly agree in writing to modify this *Settlement Agreement* to conform with such determination.

8.5 **Notices.** Any notice, demand or other communication under this *Settlement Agreement* (other than the *Class Notice* or other notices given at the direction of the *Court*) will be in writing and will be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid) or delivered by reputable express overnight courier, with a copy by email.

IF TO *PLAINTIFF* OR THE *SETTLEMENT CLASS*:

LYNCH CARPENTER, LLP
Gerald D. Wells, III
Email: jerry@lcllp.com
1760 Market Street, Suite 600
Philadelphia, PA 19103
Telephone: (267) 609-6910
Facsimile: (267) 609-6955
jerry@lcllp.com

IF TO *DEFENDANTS*:

CARLTON FIELDS, P.A.
Michael N. Wolgin
Email: mwolgin@carltonfields.com
2 MiamiCentral
700 NW 1st Avenue, Ste. 1200
Miami, Florida 33136-4118
Tel. (305) 530-0050
Fax (305) 530-0055

8.6 **Cooperation between the *Parties*; Further Acts.** The *Parties* will cooperate fully with each other and will use their best efforts to obtain the *Court's* approval of this *Settlement Agreement* and all of its terms. Each of the *Parties*, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this *Settlement Agreement*.

8.7 **Entire Agreement.** This *Settlement Agreement*, and accompanying exhibits, constitute the entire agreement between the *Parties* with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the *Parties*.

8.8 **Binding Effect.** This *Settlement Agreement* will be binding upon the *Parties* and, with respect to *Settlement Class Members*, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

8.9 **Arm's Length Transaction; Materiality of Terms.** The *Parties* have negotiated all the terms and conditions of this *Settlement Agreement* at arm's length. All terms and conditions of this *Settlement Agreement* in the exact form set forth in this *Settlement Agreement* are material to this *Settlement Agreement* and have been relied upon by the *Parties* in entering into this *Settlement Agreement*.

8.10 **Captions.** The captions or headings of the sections and paragraphs of this *Settlement Agreement* have been inserted for convenience of reference only and will have no effect upon the construction or interpretation of any part of this *Settlement Agreement*.

8.11 **Construction.** The determination of the terms and conditions of this *Settlement Agreement* has been by mutual agreement of the *Parties*. Each party participated jointly in the drafting of this *Settlement Agreement*, and therefore the terms and conditions of this *Settlement Agreement* are not intended to be, and will not be, construed against any party by virtue of draftsmanship.

8.12 **Governing Law.** This *Settlement Agreement* will in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law will govern.

8.13 **Continuing Jurisdiction.** The *Court* will retain jurisdiction over the interpretation and implementation of this *Settlement Agreement* as well as any and all matters arising out of, or related to, the interpretation or implementation of this *Settlement Agreement* and of the settlement contemplated thereby. The *Court* will not have jurisdiction to modify the terms of the *Settlement Agreement* or to increase *Defendants'* payment obligations hereunder without the *Parties'* express agreement.

8.14 **Waivers, Modifications, Amendments to be in Writing.** No waiver, modification or amendment of the terms of this *Settlement Agreement*, whether purportedly made before or after the *Court's* approval of this *Settlement Agreement*, will be valid or binding unless in writing, signed by or on behalf of all *Parties* and then only to the extent set forth in such written waiver, modification or amendment, subject to any required *Court* approval. Any failure by any *Party* to insist upon the strict performance by the other party of any of the provisions of this *Settlement Agreement* will not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this *Settlement Agreement*, and such party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this *Settlement Agreement*.

8.15 When Agreement Becomes Effective; Counterparts. This *Settlement Agreement* will become effective upon its execution. The *Parties* may execute this *Settlement Agreement* in counterparts, and execution in counterparts will have the same force and effect as if *Plaintiff* and *Defendants* had signed the same instrument.

8.16 Confidentiality; Restrictions on Communications.

(A) The *Parties* agree that they will not publicize the negotiations with respect to the *Settlement Agreement.* The *Parties* and their respective counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, about this case and/or the amount or terms of the *Settlement*, the settlement documents, settlement negotiations or settlement communications. If any of the *Parties* are contacted by the press about the *Settlement*, they will respond only that the case has been resolved.

(B) The *Parties* further agree that they shall not encourage or solicit *Settlement Class Members* to opt-out or object to this *Settlement.*

(C) Nothing in this *Settlement Agreement* shall prevent counsel for either of the *Parties* from communicating with the *Court* as may be required to carry out the terms of this *Settlement* and/or fulfill their ethical responsibilities under the *Settlement* and to their respective clients.

(D) Nothing in this *Settlement Agreement* shall prevent *Plaintiff's Counsel* from communicating with *Settlement Class Members* as may be required to carry out the terms of this *Settlement* and/or fulfill their ethical responsibilities under the *Settlement* and to their client and/or members of the *Settlement Class* which they represent.

(E) Nothing in this *Settlement Agreement* shall prohibit *Plaintiff* from disclosing information concerning payments made to him to members of his immediate family and tax advisors. In addition, nothing shall prohibit or restrict *Plaintiff* from responding to any inquiry about this *Settlement* or its underlying facts and circumstances.

(F) Nothing in this *Settlement Agreement* shall prevent any of the *Defendants* from disclosing the *Settlement* and its terms for accounting or public filing purposes, or to otherwise comply with any public reporting duties. If, however, prior to the *Final Effective Date,* any of the *Defendants* is contacted by an *Insured* inquiring as to any aspect of the *Settlement, Defendants* shall direct such individual to contact *Class Counsel.* Further, *Defendants* shall not initiate any communication regarding any aspect of this *Settlement* with any *Insured* prior to the *Final Effective Date.* Other than the foregoing, nothing in this *Settlement Agreement* shall otherwise prohibit or impede any *Defendants'* communication with any current *Insured* regarding any aspect of their insurance coverage.

(G) Further, nothing in this *Settlement Agreement* will prohibit or restrict such disclosure as is required by law or as may be necessary for the prosecution of claims relating to the performance or enforcement of this *Settlement Agreement.*

FOR DEFENDANTS:

Dated: 6/23/2026

By: DocuSigned by: Joseph Muccia 198963B689BF412...

Printed Name: Joseph Muccia

Title: A&H CFO

Dated: 6/23/2026

By: Signed by: Kristen Fantz A752732E453C48F...

Printed Name: Kristen Fantz

Title: Vice President of Operations

Dated: 6/23/2026

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

Signed by: Michael Wolgin EDFEC11A932D437...

Michael N. Wolgin
CARLTON FIELDS, P.A.

Dated: ____________

FOR PLAINTIFF:

KOBA KVIRIKASHVILI

____

Dated: ____________

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

____

Gerald D. Wells, III
LYNCH CARPENTER, LLP

(G) Further, nothing in this *Settlement Agreement* will prohibit or restrict such disclosure as is required by law or as may be necessary for the prosecution of claims relating to the performance or enforcement of this *Settlement Agreement.*

FOR DEFENDANTS:

Dated:

By:__________________________________

Printed Name:__________________________

Title:__________________________________

Dated:

By:__________________________________

Printed Name:__________________________

Title:__________________________________

Dated:

APPROVED AS TO FORM BY
DEFENDANTS' COUNSEL:

____

Michael N. Wolgin
CARLTON FIELDS, P.A.

Dated: June 23, 2026

FOR PLAINTIFF:

KOBA KVIRIKASHVILI

K. Kv

____

Dated: June 23, 2026

APPROVED AS TO FORM BY
PLAINTIFF'S COUNSEL:

____

Gerald D. Wells, III
LYNCH CARPENTER, LLP

Exhibit A

Sender: info@rg2claims.com

Subject: Court-Authorized Notice of Settlement of Class Action Lawsuit

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Dear «FirstName» «LastName»,

Records indicate that you are a Pennsylvania resident who was covered under an Occupational Accident Insurance policy issued by United States Fire Insurance Company ("USFIC") as a DoorDash delivery driver and, during the period September 23, 2021 through March 26, 2026, you received one or more letters from USFIC's claims administrator, Blue Star Claims, LLC ("Blue Star"), asserting a lien or seeking subrogation in connection with a Pennsylvania motor vehicle accident.

You are therefore a member of a proposed Settlement Class in the lawsuit *Kvirikashvili v. United States Fire Insurance Company; Blue Star Claims, LLC, et al*., No. 2:25-cv-05474-GAM (E.D. Pa.), and you may be entitled to receive a Cash Payment and/or the waiver of an alleged outstanding lien amount, depending on your individual circumstances.

Please be advised that a detailed, Court-approved, Notice of Class Action Settlement has been mailed to your address. The Notice explains how the Settlement may affect your rights and indicates whether you may be entitled to receive a Cash Payment and/or the waiver of an alleged outstanding lien amount. If you do not receive this Notice in the mail within ten days of receiving this email, please contact the Claims Administrator at info@rg2claims.com or call the toll-free number listed below.

This Notice has been authorized by the United States District Court for the Eastern District of Pennsylvania.

RG/2 Claims Administration LLC
PO BOX 59479
Philadelphia, PA 19102-9479
Direct: [INSERT TOLL-FREE TELEPHONE NUMBER]
info@rg2claims.com
[INSERT CASE INFORMATION URL]

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kvirikashvili v. United States Fire Insurance Company; Blue Star Claims, LLC, et al.,
No. 2:25-cv-05474-GAM

A federal court authorized this notice. This is not a solicitation from a lawyer.

You may have received an email regarding the proposed Settlement in the above referenced litigation. This notice provides more detail regarding the Settlement. Your legal rights will be affected by the Settlement. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement check or waiver of a lien, excluding yourself from the Settlement, or objecting to the Settlement. If you are currently represented by a lawyer in connection with an insurance claim with Blue Star Claims, LLC and United States Fire Insurance Company, please share this notice with your attorney.

- Records indicate that you are a Pennsylvania resident who was covered under an Occupational Accident Insurance policy issued by United States Fire Insurance Company ("USFIC") as a DoorDash delivery driver and, during the period September 23, 2021 through March 26, 2026, you received a letter from USFIC's claims administrator, Blue Star Claims, LLC ("Blue Star"), asserting a lien or seeking subrogation in connection with a Pennsylvania motor vehicle accident ("Lien Letters").

- In this lawsuit, the Plaintiff, on behalf of a class, alleges that USFIC and Blue Star (together, "Defendants") asserted subrogation and lien rights against personal injury recoveries in violation of Pennsylvania law. Defendants deny that they violated the law in any fashion but have agreed to settle the lawsuit to avoid the time, expense, and uncertainty associated with further litigation.

- As part of the Settlement, Defendants have agreed to refund money returned by Settlement Class Members under Lien Letters ("Returned Amount") or waive outstanding liens under the Lien Letters ("Non-Returned Amount"), as applicable.

- The Court still has to decide whether to approve this Settlement, which may take some time.

ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS MAY BE FOUND AT: [*INSERT URL*]. You may also call the Settlement Administrator toll-free at [*INSERT TELEPHONE NUMBER*].

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT TO THE COURT OR THE CLERK'S OFFICE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing Or Seek Review Of Amounts	***Cash Payment or Non-Cash Payment.*** If you do nothing, you are eligible to receive either a Cash Payment by Settlement Check for your portion of the Returned Amount, or a waiver of a claim to your portion of the Non-Returned Amount, as applicable. You will release any claim you may have against Defendants. If you believe that the portion of the Returned Amount or Non-Returned Amount attributed to you is not accurate, you may notify the administrator of the Settlement and seek a review. The administrator will review your submission and determine the amount to be used for your Settlement benefit.
Exclude Yourself	If you exclude yourself from the Settlement, you will not receive any monetary payment. By excluding yourself, you will not release any claim you may have against Defendants.
Object	You may tell the Court why you believe the Settlement should not be approved. If the Settlement is not approved, no one will be paid.

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1. Why is this notice being sent?

This notice is to inform you of a settlement in the case **Kvirikashvili v. United States Fire Insurance Company, et al., Civil Action No. 2:25-cv-05474-GAM**, pending in the United States District Court for the Eastern District of Pennsylvania ("Lawsuit"). All capitalized terms in this Class Notice are defined in the Class Action Settlement Agreement ("Settlement Agreement"), which is available at [WEBSITE]. If terms are insufficiently identified, discussed or defined in this Notice or if any terms of this Notice conflict with the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

This matter began with Plaintiff Koba Kvirikashvili ("Plaintiff" or "Kvirikashvili") filing suit against United States Fire Insurance Company ("USFIC") and Blue Star Claims, LLC ("Blue Star") (collectively, "Defendants"), alleging that Defendants violated various state laws, including 42 Pa.C.S. § 8371 and the Pennsylvania Motor Vehicle Financial Responsibility Law ("MVFRL"), 75 Pa.C.S. § 1701 et seq. The Lawsuit relates to an Occupational Accident Insurance Master Group Policy issued by USFIC to DoorDash, Inc. ("DoorDash") and administered by Blue Star (the "USFIC Policy"), which provides certain coverage to Independent Contractors who deliver for DoorDash in Pennsylvania. Plaintiff alleges that, in connection with Pennsylvania motor vehicle accidents, Defendants improperly asserted subrogation and/or lien rights against personal injury recoveries in a way prohibited by Pennsylvania law. Defendants deny Plaintiff's allegations in their entirety, deny that they violated any laws, and deny that a class could be certified for litigation purposes. The Class Period is defined as between September 23, 2021, through March 26, 2026.

According to Defendants' records, you are a Pennsylvania resident who was covered under a USFIC Policy as a DoorDash delivery driver and, during the period September 23, 2021 through March 26, 2026 ("Class Period"), you were issued one or more letters from USFIC and Blue Star asserting a lien and/or seeking subrogation in connection with a Pennsylvania motor vehicle accident ("Lien Letters"). Under those Lien Letters, some individuals returned money to Defendants ("Returned Amount") and, for others, Defendants claim that money is still owed and subject to a lien ("Non-Returned Amount").

After negotiations and exchange of information, the Parties (Plaintiff and Defendants) have reached a settlement of the Lawsuit (the "Settlement Agreement"). The Court has granted preliminary approval of the Settlement and has scheduled a hearing on ____________________ at__________in_____________________to determine whether to grant final approval.

IF YOU ARE ONE OF THE INDIVIDUALS DESCRIBED IN THIS NOTICE WHO IS AFFECTED BY THE PROPOSED SETTLEMENT, DEPENDING ON YOUR SITUATION, YOU MAY EITHER GET MONEY FROM THIS SETTLEMENT OR GET RELEASED FROM THE MONIES OWED TO DEFENDANT.

IF YOU ARE CURRENTLY REPRESENTED BY A LAWYER IN CONNECTION WITH AN INSURANCE CLAIM WITH BLUE STAR AND USFIC, PLEASE SHARE THIS NOTICE WITH YOUR ATTORNEY.

TO RECEIVE YOUR PORTION OF THE SETTLEMENT BENEFITS, YOU MUST REMAIN IN THE SETTLEMENT. TO RECEIVE NOTHING AND NOT BE BOUND BY THE SETTLEMENT, YOU MUST COMPLETE AND SUBMIT THE ENCLOSED "REQUEST FOR EXCLUSION" FORM TO THE CLAIMS ADMINISTRATOR, RG/2 Claims Administration LLC (THE "CLAIMS ADMINISTRATOR") BY [DATE 45 DAYS AFTER MAILING]. PLEASE SEE THE ATTACHED FORM FOR ADDITIONAL INFORMATION.

2. What is a class action?

The Lawsuit was filed as a class action. In a class action, one or more people called "class representatives" (here, Plaintiff Kvirikashvili) sue on behalf of people who allegedly have similar claims. This group is called a "class" and the persons included are called "class members." One court resolves the issues for all of the class members, except for those who exclude themselves from the class. The court in which this case was filed is the United States District Court for the Eastern District of Pennsylvania. The judge in charge of this case is Judge Gerald Austin McHugh.

3. Who is affected by the proposed Settlement?

Plaintiff is serving as Class Representative for a settlement class (defined below) of Pennsylvania DoorDash delivery drivers who were covered under a USFIC Policy and who were issued Lien Letters during the Class Period. To date, the Court has preliminarily certified, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the following class for settlement purposes only ("Class" or "Settlement Class"):

> All Insureds, defined as any Pennsylvania resident who (i) was covered under a USFIC Policy, and (ii) to whom Defendants issued a Lien Letter during the Class Period (September 23, 2021 through March 26, 2026) under which funds were returned to Defendants or a lien is outstanding.

Individuals who meet the above definition will automatically become members of the Settlement Class if they do not timely request exclusion from the class.

4. What is this case about?

Plaintiff claims that Defendants' efforts to assert subrogation or lien rights against personal injury recoveries arising from Pennsylvania motor vehicle accidents covered by the USFIC Policy were unlawful under Pennsylvania law, including under the MVFRL and the Pennsylvania bad-faith statute, 42 Pa.C.S. § 8371. Defendants expressly deny any wrongdoing, deny all of Plaintiff's claims, and maintain that their conduct complied with all applicable laws.

5. Why is there a settlement?

The Court did not decide this case in favor of the Plaintiff or in favor of Defendants. The Parties disagree as to the probable outcome of the Lawsuit with respect to all issues if it were not settled. While Plaintiff was prepared to continue litigating the claims described above, Plaintiff recognizes that litigation is risky and that he might not have prevailed on any or all of his claims, including class certification and liability. Defendants expressly deny any wrongdoing or legal liability, and also maintain that there are significant legal and factual defenses to Plaintiff's claims.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys. Both sides agree that, in light of the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances and in the best interests of the Settlement Class. Both sides also agree that, by settling, Defendants are not admitting any liability or that they did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

6. What are my options?

You have four options with regard to this Settlement. You can: (1) remain in the Settlement Class and receive the benefits of the Settlement; (2) request a review of the Returned Amount or Non-Returned Amount that Defendants' records attribute to you; (3) object to the Settlement; or (4) exclude yourself from the Settlement by mailing a request to opt out. Details about each option and how each option will affect your rights under the law are explained below, specifically in Questions 10-14.

If you are currently represented by a lawyer in connection with an insurance claim with Blue Star and USFIC, please share this notice with your attorney.

7. What are the terms of the proposed Settlement?

While they deny any liability whatsoever, under the Settlement Agreement, Defendants will provide total monetary and non-monetary relief with a present maximum dollar value of Eight Hundred Fifty-Three Thousand Four Hundred Eighty-Five Dollars and Ten Cents ($853,485.10) ("Settlement Value"). This includes: (a) a "Settlement Amount" of up to Three Hundred Fifty-Three Thousand Eight Hundred Fifty-Four Dollars and Eighty-Three Cents ($353,854.83), which will fund the return of certain amounts to Settlement Class Members (the Returned Amount), attorneys' fees and expenses approved by the Court, a Service Payment to Plaintiff approved by the Court, and the costs of settlement administration; and (b) the waiver of up to Four Hundred Ninety-Nine Thousand Six Hundred Thirty Dollars and Twenty-Seven Cents ($499,630.27) in amounts that

Defendants assert Settlement Class Members owe (the Non-Returned Amount). In addition, Defendants have revised their business practices prospectively so that they will not issue Lien Letters to future Pennsylvania drivers in circumstances where such liens are precluded by the MVFRL.

The Settlement Amount will be used to cover: (i) Cash Payments to Settlement Class Members attributable to the Returned Amount; (ii) fees and expenses incurred by the Claims Administrator (RG/2 Claims Administration LLC) in administering this Settlement; (iii) attorneys' fees and expenses of Class Counsel (as awarded by the Court); and (iv) a Service Payment to Plaintiff (as awarded by the Court). The Non-Returned Amount will be waived upon the Settlement becoming final and will no longer be demanded from Settlement Class Members by Defendants nor will Defendants attempt to collect the Non-Returned Amount.

The Settlement benefits to each Settlement Class Member will be determined as follows:

1. Defendants' records identify, for each Insured, whether the Insured:
   (a) returned money to Defendants in response to a Lien Letter (Returned Amount); or
   (b) did not return money and has an alleged outstanding lien that Defendants claimed was owed (Non-Returned Amount).

2. If you have a Returned Amount, you will receive a **Cash Payment** from the Settlement representing your share of the total Returned Amount.

3. If you have a Non-Returned Amount, that alleged balance will be treated as a **Non-Cash Payment**, meaning that Defendants will **waive** their right to collect that Non-Returned Amount from you.

4. Each Notice Packet includes an individualized statement showing:
   (a) whether you have a Returned Amount or Non-Returned Amount; and
   (b) the dollar amount(s) associated with you, according to Defendants' records.

You do **not** need to submit a Claim Form to receive the benefit of either the Cash Payment or the waiver of your Non-Returned Amount. If the Court approves the Settlement and you remain in the Settlement Class (i.e., you do not opt out), the Cash Payment (if any) will be mailed to you or any Non-Returned Amount attributed to you under the Settlement will be permanently waived, subject to the terms of the Settlement Agreement. If you believe the amount stated in your Notice Packet are wrong, you may seek a review as explained below.

As part of the Settlement Amount, and in addition to any amount recoverable by Settlement Class Members, Defendants have agreed not to oppose Plaintiff's request for a Court-approved Service Payment of up to Two Thousand Five Hundred Dollars ($2,500.00) in recognition of the time and effort he spent prosecuting and resolving the Litigation, including assisting Class Counsel, providing information, and participating in settlement discussions. The actual amount, if any, of the Service Payment to Plaintiff will be decided by the Court after it considers the risks he incurred and the benefits he helped obtain for the Settlement Class.

8. Who represents the Parties?

Plaintiffs and Settlement Class Members:

Gerald D. Wells, III
LYNCH CARPENTER, LLP
1760 Market Street, Suite 600
Philadelphia, PA 19103
Telephone: (267) 609-6910
Email: jerry@lcllp.com

Arkady "Eric" Rayz
KALIKHMAN & RAYZ, LLC
1051 County Line Road, Suite "A"
Huntingdon Valley, PA 19006
Telephone: (215) 364-5030
Email: erayz@kalraylaw.com

Defendants

Michael T. Hensley
CARLTON FIELDS, P.A.
180 Park Avenue Suite 106
Florham Park, NJ 07932
Telephone: (973) 828-2600
Email: mhensley@carltonfields.com

Michael N. Wolgin
CARLTON FIELDS, P.A.
700 NW 1st Avenue, Suite 1200
Miami, FL 33136
Telephone: (305) 347-6880
Email: mwolgin@carltonfields.com

9. How will the attorneys for the class be paid?

Class Counsel, as defined in the Settlement Agreement, will request an award of attorneys' fees in an amount not exceeding One Hundred Eighty Thousand Dollars ($180,000.00), inclusive of reasonable out-of-pocket expenses, as compensation for their work in investigating, litigating, and resolving this Action. Any attorneys' fees and costs awarded by the Court will be paid from the Settlement Amount. Notably, this amount will not reduce the total funds available for Cash Payments to Settlement Class Members, as described above, as Defendant has agreed to pay this amount separately from the Returned Amount. The actual amount awarded will be determined by the Court, which will consider whether the requested amount is fair and reasonable.

Class Counsel's Motion for Attorneys' Fees, Expenses, and Costs will be a public document filed with the Court. Once filed, Class Counsel's Motion will be available on the following website: [WEBSITE]. You may also review it in the Court's public files.

10. How do I participate in the Settlement and what happens if I do participate?

To receive a distribution from the Settlement Amount, you do not need to submit a Claim Form. If the Court approves the Settlement and it becomes final, all Settlement Class Members with a Returned Amount will automatically receive a Cash Payment and all Settlement Class Members with a Non-Returned Amount will receive the benefit of Defendants' waiver of that Non-Returned Amount, provided they do not exclude themselves from the Settlement.

If you believe that the Returned Amount or Non-Returned Amount shown in your Notice Packet is incorrect, you may notify the Claims Administrator and seek a review of this amount. To do so, you must send a written, signed statement to the Claims Administrator, postmarked on or before the Bar Date (forty-five (45) days after the date the Notice Packet was first mailed), explaining in detail why you believe the information is incorrect and providing any documents that support your position (for example, copies of checks, bank records, Lien Letters, or correspondence). The Claims Administrator will review your dispute, may consult with Class Counsel and Defendants' Counsel, and will determine the correct amount(s) to be used for calculating your Settlement benefits. The Claims Administrator's determination will be final and binding, and you will not have another opportunity within the Settlement process to dispute these amounts.

If the Court grants final approval of the Settlement, you and all other Settlement Class Members who did not exclude themselves will be deemed to have fully and irrevocably released and waived any and all "Released Claims" against Defendants and the other "Released Parties," as those terms are defined in the Settlement Agreement. In general, this means you will give up any right you may have had to sue or continue to sue Defendants for claims arising out of or related in any way to Defendants' requests for subrogation or recovery of benefits, or assertion of lien rights, under a USFIC Policy in connection with a Pennsylvania motor vehicle accident, including claims under the MVFRL, 42 Pa.C.S. § 8371, and any related common-law or statutory claims, as described in Section 5.1 of the Settlement Agreement.

If you choose to remain in the Settlement Class, you will receive the benefits of the Settlement (Cash Payment or waiver of Non-Returned Amount) and you will be bound by the Release of Claims and all other terms of the Settlement Agreement and the Final Approval Order and Judgment entered by the Court.

11. When would I get my Cash Payment if I am eligible?

The Court will hold a final approval hearing on **[DATE]** to decide whether to approve the settlement. If the settlement is approved, there may be appeals. Payments to eligible members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

12. What if I choose to object to the Settlement?

You may object to the fairness, reasonableness, or adequacy of the Settlement by submitting a written objection. You can object to the terms of the Settlement before final approval. However, if the Court approves the Settlement, you will still be bound by the Settlement, including the Release described above, even if you object.

To object, you must mail a written objection, along with any supporting documents or materials, to the Claims Administrator, postmarked on or before the **Bar Date (forty-five (45) days after the date the Notice Packet was first mailed)**. The written objection must, among other things: (1) clearly identify the case name and number (*Kvirikashvili v. United States Fire Insurance Company, et al.*, Civil Action No. 2:25-cv-05474-GAM); (2) state your full name, current address, telephone number, and email address; (3) state in detail the reasons for your objection and any legal or factual support you wish the Court to consider; and (4) bear your actual written signature. The Settlement Agreement lists in full all of the requirements you must fulfil if you wish to object to the Settlement. Please follow the procedures outlined in that document. If you intend to appear at the Final Approval Hearing, either personally or through your own attorney (at your own expense), your objection must also state your intention to appear and identify any witnesses you may call or documents you may present.

Counsel for the Parties will be notified of your objection, and it will be filed with the Court. Any Settlement Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Service Payment to Plaintiff, the settlement administration process, and any and all other aspects of the Settlement.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT BUT WISH TO RECEIVE YOUR SHARE OF ANY CASH PAYMENT OR THE BENEFIT OF ANY WAIVER OF NON-RETURNED AMOUNT, YOU DO NOT NEED TO TAKE ANY ADDITIONAL ACTION. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OR ANY OTHER OBJECTION, YOU WILL RECEIVE YOUR SETTLEMENT BENEFITS (PROVIDED YOU HAVE NOT OPTED OUT), AND YOU WILL BE BOUND BY THE RELEASE AND ALL OTHER TERMS OF THE SETTLEMENT.

13. What if I choose to exclude myself from or "opt out" of the Settlement?

You may exclude yourself from ("opt out of") the Settlement by submitting a Request for Exclusion. To do so, you must send a written, signed Request for Exclusion to the Claims Administrator, postmarked on or before the **Bar Date (forty-five (45) days after the date the Notice Packet was first mailed)**. You must complete and submit the enclosed Request for Exclusion form, or you may submit a letter to the Claims Administrator. The letter must state:

"I request to be excluded from the settlement in *Kvirikashvili v. United States Fire Insurance Company, et al.*, Civil Action No. 2:25-cv-05474-GAM (E.D. Pa.). I affirm that I am an Insured who was issued a Lien Letter from Defendants during the Class Period."

You must also include your full name, address, and telephone number. You may not exclude yourself by telephone, fax, or email. No person may request exclusion on behalf of any other person, except that a legal representative or guardian may submit a Request for Exclusion on behalf of a deceased, incapacitated, or minor Class Member.

If a fully completed and properly executed Request for Exclusion is not received by the Claims Administrator and postmarked on or before the Bar Date, you will be considered part of the Settlement Class and will be bound by the Settlement, including the Release of Claims, even if you do nothing.

IF YOU TIMELY COMPLETE AND SUBMIT A REQUEST FOR EXCLUSION, YOU WILL NOT PARTICIPATE IN THESE PROCEEDINGS, WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, AND WILL NOT RECEIVE THE BENEFIT OF ANY WAIVER OF NON-RETURNED AMOUNT. IF YOU OPT OUT, YOU WILL NOT BE SUBJECT TO THE RELEASE OF CLAIMS SET FORTH IN THE SETTLEMENT AGREEMENT, AND YOU WILL RETAIN WHATEVER INDIVIDUAL RIGHTS YOU MAY HAVE TO PURSUE YOUR OWN CLAIMS AGAINST DEFENDANTS AT YOUR OWN EXPENSE, SUBJECT TO ANY APPLICABLE DEFENSES AND TIME LIMITS.

14. What if I do nothing?

If you do nothing, you will automatically remain in the Settlement Class. If the Court approves the Settlement and it becomes final, you will receive the benefits of the Settlement (Cash Payment or waiver of Non-Returned Amount, if applicable to you) and you will be bound by the Release of Claims and all other terms of the Settlement Agreement and the Final Approval Order and Judgment, even if you did not object.

All Insureds who meet the Settlement Class definition are strongly encouraged to review this Notice and decide whether to (1) remain in the Settlement Class and accept the Settlement benefits, (2) object to the Settlement, (3) seek a review of the Returned Amount or Non-Returned Amount attributed to them, or (4) exclude themselves from the Settlement.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at _______a.m. on _______________, 2026, at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, in Courtroom___. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements described above, the Court will consider them and may permit those who have properly requested to speak to address the Court. The Court will also decide whether to approve Class Counsel's request for attorneys' fees and costs and Plaintiff's request for a Service Payment.

16. Do I have to attend the Final Approval Hearing?

No. Class Counsel will appear on behalf of the Settlement Class but you are welcome to come, or have your own lawyer appear at your own expense.

17. May I Speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send with your objection a notice of intention to appear at the hearing as described in section 12 above. You cannot speak at the hearing if you excluded yourself.

18. Who can answer questions regarding the Settlement?

This Notice only summarizes the Settlement terms for the Lawsuit. For more information about the Settlement or if you have any questions regarding the settlement, you may contact your class counsel, Lynch Carpenter, LLP at:

Gerald D. Wells, III
LYNCH CARPENTER, LLP
1760 Market Street, Suite 600
Philadelphia, PA 19103
Telephone: (267) 609-6910
Email: jerry@lcllp.com

The information contained in this Notice posted on a website: [http://www.XXXXXXXXXXXXX.com]

Do not contact the Court directly about this matter.
The Court cannot provide you with legal advice or any opinion regarding the Lawsuit or proposed settlement.

Exhibit B

BLUE STAR
BLUE STAR CLAIMS LLC

21001 North Tatum Blvd., Suite 1630-646
Phoenix, AZ 85050
Main Phone: (480) 579-2501
Main Fax: (480) 579-2476
Main Email: serviceteam@bluestarclaims.com

www.bluestarclaims.com

Billing Phone: (480) 579-2426
Billing Email: billing@bluestarclaims.com
Subrogation Phone: (480) 579-2450
Subrogation Email: subrogation@bluestarclaims.com

[DATE]

Via Certified Mail – Return Receipt Requested

<Notice Recipient>
<Address>
<Address>

Re: Occupational Accident Claim - **RIGHT OF RECOVERY NOTICE (INITIAL)**
Insured: <NAME>
Claim Number: <NUMBER>
Date of Injury: <DATE>

Dear <Notice Recipient>:

We are the Third Party Administrator of claims on behalf of United States Fire Insurance Company in reference to this accident claim. We represent US Fire in the collection of the Right of Recovery for amounts paid for the occupational injury claims. We are seeking reimbursement for all medical, expense and indemnity costs paid out on this claim.

Please consider this our Initial Right of Recovery Notice. We are seeking reimbursement for all medical, expense and indemnity costs paid out on this claim. Our total amount paid to date is **<$AMOUNT>**. ***Please Note: This figure is not final.** We will continue to update you on a regular basis.

If you have any questions, please do not hesitate to contact me.

Nothing contained in this communication should be construed as a waiver of any rights or defenses under the policy. This determination has been made in good faith and without prejudice under the terms and conditions of the contract, whether or not specifically mentioned herein. If you believe we have misinterpreted any of the information provided to us, or if there is any additional information you would like us to review, please feel free to contact us.

Sincerely,

<SIGNATURE BLOCK>
BLUE STAR CLAIMS LLC

Exhibit C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KOBA KVIRIKASHVILI and all others similarly situated, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY; BLUE STAR CLAIMS, LLC; and DOES 1 through 10, inclusive, Defendants.	Civil Action No.: 2:25-cv-05474-GAM

REQUEST FOR EXCLUSION FROM A CLASS ACTION SETTLEMENT

My name is ______________________________. My mailing address is: ____. I hereby request to be excluded from the class action settlement in *Kvirikashvili v. United States Fire Insurance Company, et al*., Civil Action No. 2:25-cv-05474-GAM (E.D. Pa.). I affirm that I was covered under an Occupational Accident Insurance Master Group Policy issued by United States Fire Insurance Company ("USFIC") and administered by Blue Star Claims, LLC ("Blue Star") for my work delivering for DoorDash, and that between September 23, 2021 and March 26, 2026, I received one or more Lien Letters from Defendants. **I understand that by excluding myself from this class action settlement, I will not receive any benefit from this settlement**. Finally, I understand that in order for this form to be considered valid, it must be submitted to the Claims Administrator on or before __________.

Date:___________________________

____
Printed Name

____
Signature

Exhibit D

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KOBA KVIRIKASHVILI and all others similarly situated, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY; BLUE STAR CLAIMS, LLC; and DOES 1 through 10, inclusive, Defendants.	Civil Action No.: 2:25-cv-05474-GAM

[PROPOSED] PRELIMINARILY APPROVAL ORDER

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), seeking preliminary approval of the proposed class action settlement of this Action asserting claims under Pennsylvania law, including 42 Pa.C.S. § 8371 and the Pennsylvania Motor Vehicle Financial Responsibility Law ("MVFRL"), 75 Pa.C.S. § 1701 et seq., arising out of Defendants' alleged assertion of subrogation and/or lien rights with respect to personal injury recoveries obtained by DoorDash delivery drivers who were insured under an Occupational Accident Insurance Master Group Policy issued by United States Fire Insurance Company ("USFIC") and administered by Blue Star Claims, LLC ("Blue Star") (the "USFIC Policy"). The terms of the proposed settlement are set out in the Class Action Settlement Agreement dated June 23, 2026 (the "Settlement Agreement"), which has been executed by Plaintiff and Defendants (together, the "Parties"). Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

Having considered the Motion, the Settlement Agreement and its exhibits, the record in this case, and the applicable law, and for good cause shown, it is hereby ORDERED, ADJUDGED, AND DECREED:

1. **Preliminary Approval of Settlement.** The Court has reviewed the Settlement Agreement and preliminarily finds that the proposed settlement, taken as a whole, is within the range of possible approval under Federal Rule of Civil Procedure 23(e), is the product of arm's-length negotiations by experienced counsel, and is sufficiently fair, reasonable, and adequate to warrant sending notice to the proposed settlement class and scheduling a final approval hearing. The Court notes that Settlement Class Members will not need to submit a claim form to receive the benefits of the Settlement, and that the benefits will not be reduced by other amounts paid in the Settlement, including the proposed attorneys' fees and expenses, Service Payment, and costs of settlement administration. The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal in this Litigation.

The Court preliminarily finds that the consideration provided to the Settlement Class under the Settlement Agreement falls within the range of reasonable recovery when balanced against the risks and delay of continuing the Litigation, and does not grant preferential treatment to Plaintiff, Class Counsel, or any subgroup of the Settlement Class. The plan of allocation is fair and reasonable, and consequently, the Settlement is likely to gain final approval under Fed. R. Civ. P. 23(e)(2).

2. **Preliminary Certification of Settlement Class.** Solely for purposes of settlement, and subject to final approval under Rule 23(e), the Court preliminarily certifies, pursuant to Rule 23(b)(3), the following Settlement Class as defined in the Settlement Agreement:

> All "Insureds," defined as any Pennsylvania resident who (i) was covered under a USFIC Policy, and (ii) to whom Defendants issued a Lien Letter during the Class Period (September 23, 2021 through March 26, 2026) under which funds were returned to Defendants or a lien is outstanding.

Excluded from the Settlement Class are (i) any person who timely and validly requests exclusion in accordance with the Settlement Agreement and this Order; (ii) the Court and its staff; and (iii) Defendants and their current officers and directors.

For settlement purposes only, the Court preliminarily finds that the requirements of Rules 23(a) and 23(b)(3) are satisfied: numerosity, commonality, typicality, adequacy, predominance, and superiority. Because the Litigation is being settled rather than litigated, the Court need not consider manageability issues nor Defendants' denial of Plaintiff's allegations or its legal arguments.

3. **Appointment of Class Representative and Class Counsel.** The Court preliminarily appoints Plaintiff Koba Kvirikashvili as Class Representative of the Settlement Class, and preliminarily appoints Lynch Carpenter, LLP and Kalikhman & Rayz, LLC as Class Counsel to represent the Settlement Class for purposes of the settlement.

4. **Appointment of Claims Administrator.** The Court appoints RG/2 Claims Administration LLC ("RG/2") as the Claims Administrator to perform the duties set forth in the Settlement Agreement and this Order.

5. **Form and Manner of Class Notice.** The Court has reviewed and approves, as to form and content, the proposed Class Notice materials attached as exhibits to the Settlement Agreement (the "Class Notice"), subject to any non-substantive formatting or conforming changes agreed upon by the Parties and the Claims Administrator and approved by the Court. The Class Notice includes the long-form Notice of Class Action Settlement to be mailed to Class members and posted on the Settlement Website (the "Long Form Notice") and the email Notice of Class

Action Settlement (the "Email Notice"). The mailing of the Long Form Notice will be completed by sending a Notice Packet consisting of the Long Form Notice, the statement that will show a class member's portion of the Returned Amount or Non-Returned Amount, and the Request for Exclusion form.

The Court finds that the proposed Class Notice, and the manner of distribution described in the Settlement Agreement and in the Motion, constitute the best notice practicable under the circumstances and satisfy the requirements of Rule 23, due process, and all other applicable law. The Class Notice fairly and adequately describes the nature of the Action, the terms of the proposed settlement, the definition of the Settlement Class, the rights of Settlement Class Members (including the rights to opt out or object), and the procedures for exercising those rights. The Class Notice also appropriately directs members of the Class who are currently represented by a lawyer in connection with an insurance claim with Blue Star and USFIC, to share the notice with their attorneys.

6. **Notice Procedure and Deadlines.**

a. **Insureds' Data to Claims Administrator.** Within **seven (7) calendar days after** entry of this Preliminary Approval Order, Defendants shall provide to the Claims Administrator and Class Counsel the Insureds' Data as set forth in Section 4.6 of the Settlement Agreement.

b. **Mailing and Emailing of Class Notice.** Within **ten (10) calendar days after** receiving the Insureds' Data, the Claims Administrator shall cause the Notice Packet to be mailed by First Class U.S. Mail to all Insureds at their last known mailing addresses, after updating those addresses through the National Change of Address database, and shall send the Email Notice by email to all Insureds for whom an email address is available, as provided in the Settlement

Agreement. Upon mailing of the Notice Packet, the Claims Administrator shall establish a settlement website (or a link on their existing website), as provided in the Settlement Agreement.

c. **Bar Date (Opt-Outs, Objections, and Disputes).** The deadline for Settlement Class Members to (i) submit Requests for Exclusion, (ii) submit written objections, and/or (iii) submit any written declaration requesting a review of their Returned Amount or Non-Returned Amount, shall be **forty-five (45) days after** the date on which the Claims Administrator first mails the Notice Packets (the "Bar Date").

d. **CAFA Notice.** The Claims Administrator shall cause notice to be served in accordance with the Class Action Fairness Act ("CAFA") as set forth in the Settlement Agreement.

7. **Final Approval Hearing.** A Final Approval Hearing shall be held on the ___ day of ____________, 2026, at **:** _.m. in Courtroom ___ of the United States District Court for the Eastern District of Pennsylvania, before the Honorable Gerald A. McHugh, to:

a. determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate under Rule 23(e);

b. determine whether the Settlement Class should be finally certified for settlement purposes and whether the Class Representative and Class Counsel should be finally confirmed;

c. consider any objections to the Settlement and to the requested attorneys' fees, costs, and Service Payment;

d. determine whether to enter a Final Approval Order and Judgment substantially in the form attached as Exhibit E to the Settlement Agreement; and

e. consider such other matters as the Court may deem appropriate.

The Final Approval Hearing may be adjourned, continued, or rescheduled by the Court without further notice to the Settlement Class, other than an announcement in open court or a docket entry.

8. **Objections.** Any Settlement Class Member who wishes to object to the Settlement or appear at the Final Approval Hearing must do so in the manner set forth in the Settlement Agreement and by the deadline set forth in the Class Notice.

9. **Requests for Exclusion.** Any Insured who wishes to be excluded from the Settlement Class ("opt out") must submit a timely and valid Request for Exclusion in the manner and by the deadline set forth in the Class Notice and Settlement Agreement. Settlement Class Members who submit timely and valid Requests for Exclusion shall not be bound by the Settlement, shall not be entitled to any benefits under the Settlement, and shall not have standing to object to the Settlement

10. **Stay of Proceedings.** All proceedings in this Action, other than those necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, will remain stayed pending further order of the Court.

11. **Injunction.** Pending final determination of whether the Settlement should be approved, Plaintiff and all members of the proposed Settlement Class who do not timely and validly request exclusion are hereby preliminarily enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any other lawsuit or administrative, regulatory, or arbitration proceeding in any jurisdiction asserting any Released Claims against any of the Released Parties, as those terms are defined in the Settlement Agreement.

12. **No Admission.** Neither this Order, the Settlement Agreement, nor any of their terms or provisions, nor any of the negotiations or proceedings connected with them, shall be

construed as an admission or concession by any Party of the truth of any allegations in the Action, of any liability, fault, or wrongdoing of any kind, or of the appropriateness of class certification for litigated (non-settlement) purposes.

13. **Exclusive Jurisdiction.** The Court retains exclusive jurisdiction over the Settlement to consider and determine all further matters arising out of or connected with the Settlement.

14. **Deadlines for Motions.**

a. Plaintiff shall file his Motion for Final Approval of the Settlement no later than **twenty-one (21) days before** the Final Approval Hearing.

b. Class Counsel shall file any motion for an award of attorneys' fees, costs, and Service Payment no later than **twenty-one (21) days before** the Final Approval Hearing.

c. Any papers in further support of final approval or in response to objections shall be filed no later than **seven (7) days before** the Final Approval Hearing.

SO ORDERED, this

______ day of _______________, 2026**.**

____
GERALD A. McHUGH
UNITED STATES DISTRICT JUDGE

Exhibit E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KOBA KVIRIKASHVILI and all others similarly situated, Plaintiffs, v. UNITED STATES FIRE INSURANCE COMPANY; BLUE STAR CLAIMS, LLC; and DOES 1 through 10, inclusive, Defendants.	Civil Action No. 2:25-cv-05474-GAM

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This matter comes before the Court pursuant to Plaintiff's Motion for Final Approval of Class Action Settlement (Doc. No. __). Having considered the Class Action Settlement Agreement ("Settlement Agreement") previously filed with the Court (Doc. No. __), as well as the memoranda, arguments, evidence, and other papers filed in this action, and having held a hearing on _______________, 2026 (the "Final Approval Hearing"), after due and adequate notice to the Settlement Class, in accordance with the terms of the Settlement Agreement and the Court's Preliminary Approval Order (Doc. No. _____), and the Court otherwise being fully informed, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Settlement Agreement. This Final Approval Order and Judgment (the "Final Approval Order" or "Order") incorporates the Settlement Agreement, and all capitalized terms defined in the Settlement Agreement shall have the same meanings when used in this Final Approval Order.

2. Jurisdiction and Venue. The Court has personal jurisdiction over Plaintiff and Settlement Class Members. The Court has subject matter jurisdiction over the claims asserted in

this Litigation and to approve the Settlement. Venue is proper in this Court.

3. Preliminary Approval. The Court preliminarily approved the Settlement Agreement by entering the Preliminary Approval Order and notice was given to the Settlement Class pursuant to the terms of the Settlement Agreement and Preliminary Approval Order.

4. Fed. R. Civ. P. 23 Requirements. The Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23 have been satisfied for settlement purposes for each Class member in that:

(a) the Class is so numerous that joinder of all members is impracticable;

(b) there are questions of law or fact common to the Class;

(c) Plaintiff's claims are typical of the claims of the Class;

(d) Plaintiff and Class Counsel have fairly and adequately protected the interests of the Class;

(e) the questions of law or fact common to the Class members, and which are relevant for settlement purposes, predominate over the questions affecting only individual Class members; and

(f) certification of the Class is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Certification of Settlement Class. In light of these findings and solely for purposes of the Settlement, the Court certifies this Action as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3). The Class consists of: All former and current Pennsylvania residents who: (a) were covered under a USFIC Policy, and (b) to whom Defendants issued a Lien Letter during the Class Period under which funds were returned to Defendants or a lien is outstanding. The Parties have acknowledged that Defendants identified 62 Class members. The "Class Period" means the period of September 23, 2021 through March 26, 2026. Excluded from the Settlement Class are all individuals who timely and properly submitted a Request for Exclusion, with such individuals listed on Exhibit A attached hereto.

6. Class Representative. The Court appoints Plaintiff Koba Kvirikashvili as the Class Representative of the Class.

7. Class Counsel. The Court finally appoints Gerald D. Wells, III of Lynch Carpenter, LLP, and Eric Rayz of Kalikhman & Rayz, LLC as Class Counsel.

8. Final Approval. The Court finds that the Settlement was the product of arm's length negotiations among the Parties, who were assisted by qualified counsel. Pursuant to Fed. R. Civ. P. 23, the Court grants final approval to the Settlement as set forth in the Settlement Agreement and finds that:

(a) Plaintiff and Class Counsel have adequately represented the Class;

(b) the Settlement was negotiated in good faith and at arm's length;

(c) the relief provided for the Settlement Class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Fed. R. Civ. P. 23(e)(3); and

(d) the Settlement treats Class members equitably relative to each other.

9. Notice. The Notice was given to the Class in the manner ordered by the Court. The Notice given was the best notice practicable under the circumstances; constituted notice reasonably calculated to apprise members of the Class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Class, and their right to appear at the Final Approval Hearing; included individual notice to all Class members, who could be identified through reasonable effort; was fair and reasonable, and constituted due and sufficient notice to all persons,

including all Class members. The form and method of the Class Notice constituted due and adequate notice of the proceedings and satisfied the requirements of Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, the Local Rules of this Court, and any other applicable law. Thus, all Settlement Class Members are bound by this Final Approval Order and Judgment, subject to paragraph 18 below.

10. Compliance with the Class Action Fairness Act of 2005. This Court finds that proper and timely notice of the Settlement has been provided to the appropriate state and federal officials in accord with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), and that more than ninety (90) days have elapsed since Defendants provided the required notice, as required by 28 U.S.C. §1715(d).

11. Distribution Plan. The distribution plan for the Settlement Amount set forth in the Settlement Agreement is approved.

12. Approval of Settlement Agreement. The Settlement Agreement, in its entirety, the terms of which are incorporated into this Final Approval Order and Judgment, is finally approved in all respects as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23, and any applicable law, and is in the best interests of the Settlement Class Members.

13. Releases. The following terms of the Settlement Agreement shall be effective as set forth in the Settlement Agreement.

(a) The Release of Claims set forth in Section 5.1 of the Settlement Agreement, is effective as of the Final Effective Date, and the Released Parties are forever released, relinquished and discharged from all Released Claims by the Releasing Parties.

(b) The Defendants' Releases set forth in Sections 5.3 and 5.4 of the Settlement Agreement, are effective as of the Final Effective Date, and the Defendants' Released

Persons are forever released, relinquished and discharged from all Defendants' Released Claims by the Defendants.

(c) All other provisions of the Settlement Agreement, including all releases set forth in Section 5, are further hereby incorporated by reference into, and made a part of, this Final Approval Order and Judgment.

14. Injunction. Upon the Final Effective Date, Plaintiff and the Settlement Class Members shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction asserting or based upon any claims or causes of action released in the Settlement and this Final Approval Order and Judgment.

15. Dismissal of Action. Accordingly, the Court authorizes and directs implementation and performance of all terms of the Settlement Agreement and this Final Approval Order and Judgment. The Court hereby dismisses the Litigation and the claims asserted in the Litigation with prejudice. The Parties are to bear their own costs except as, and to the extent provided in, the Settlement Agreement and the related Orders of this Court.

16. Binding Effect. Upon the Final Effective Date, as defined in the Settlement Agreement and by operation of this Final Approval Order and Judgment, it is hereby determined that the terms of the Settlement Agreement, including all exhibits thereto, and of this Final Approval Order and Judgment, are forever binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits maintained by Settlement Class Members, as well as their agents, heirs, executors, administrators, successors, and assigns, against any of the Released Parties in any forum of any kind. Plaintiff and each Settlement Class Member, subject to paragraph 18 below, shall be bound by the terms of the Settlement as set forth in the Settlement Agreement

and this Final Approval Order and Judgment; shall be deemed, subject to paragraph 18 below, to have released, dismissed and forever discharged the Released Claims against the Released Parties, with prejudice and on the merits, without costs to any of the Parties; and, subject to paragraph 18 below, shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims against any of the Released Parties in any forum of any kind, whether directly or indirectly, whether on their own behalf or otherwise.

17. This Final Approval Order and Judgment and the Settlement Agreement may be filed in any action against or by any Released Person to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Notwithstanding the foregoing paragraphs, any Class member who was not disseminated Class Notice as provided by the Settlement Agreement and for whom no amount was included in the Disputed Amount, will not (a) be bound by this Final Approval Order and Judgment; (b) be entitled to any benefits or relief provided or conferred to the Class under the Settlement Agreement; (c) gain any rights provided or conferred to the Class by virtue of the Settlement Agreement; or (d) be entitled to object to the Settlement or appeal any orders of this Court as they pertain to the Class.

19. In the event that the Settlement does not become final as contemplated by the Settlement Agreement, this Final Approval Order and Judgment shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void.

20. The Settlement Agreement, this Final Approval Order and Judgment, or any proposals, negotiations, communications, documents, or discussions, shall not be considered, used,

or construed as an admission of any wrongdoing or liability by Defendants or any Released Party.

21. Neither the terms of the Settlement Agreement nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or the Settlement Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of the Settlement Agreement.

22. Without affecting the finality of this Final Approval Order and Judgment, in any way, this Court hereby retains exclusive and continuing jurisdiction over the administration, consummation, and enforcement of the Settlement Agreement.

23. There is no just reason for delay in the entry of this Final Approval Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED on this _____ day of _________________, _______.

____
Hon. Gerald A. McHugh
United States District Judge