<u>NOTICE OF CLASS ACTION SETTLEMENT</u>

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

<u>A federal court authorized this notice. This is not a solicitation from a lawyer.</u>

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: www.usfirepasub.com . You may also call the Settlement Administrator toll-free at 1-866-742-4955

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 www.usfirepasub.com . 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 <u>November 4, 2026</u> at <u>1:30 p.m.</u> in <u>Courtroom 9-B of the United States District Court for the Eastern District of Pennsylvania, before the Honorable Gerald A. McHugh</u>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 SEPTEMBER 10, 2026. 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
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CARLTON FIELDS, P.A.
700 NW 1st Avenue, Suite 1200
Miami, FL 33136
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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: www.usfirepasub.com . 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 September 10, 2026, 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 **November 4, 2026** 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 **September 10, 2026.** 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 **September 10, 2026.** 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 September 10, 2026, 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 1:30p.m. on November 4, 2026, 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 9-B. 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: www.usfirepasub.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.