

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
ALEXANDRIA DIVISION

DANA BASS

CIVIL DOCKET NO. 1:22-cv-00550

VERSUS

JUDGE DAVID C. JOSEPH

IMPERIAL FIRE & CASUALTY  
INSURANCE COMPANY

MAGISTRATE JUDGE JOSEPH H.L.  
PEREZ-MONTES

**ORDER**

Upon consideration of the JOINT RENEWED MOTION FOR FINAL APPROVAL OF CLASS ACTION [Doc. 53] and the previously denied motions for attorneys' fees and settlement [Docs. 42, 46], and after discussion with counsel at the Status Conference on June 12, 2025, the Court hereby orders the following:

1. The Court sets a **Second Fairness Hearing** on **August 15, 2025, at 10:00 a.m.** This hearing is scheduled to ensure that all Class Members, including those who may not have received the initial notice, have an opportunity to submit a proof of claim or object to the proposed Settlement if they so choose.
2. The **deadline for Class Members to submit claims** is hereby extended to **August 1, 2025**. This extension is necessary to allow all Class Members the chance to file claims and raise any objections to the proposed Settlement.
3. The parties are directed to send a third round of notice to all Class Members via email and mail. Delivery must be ensured to the maximum extent possible. The notice shall include all necessary information regarding the Settlement and the extended claims deadline, highlighting in bold that if Class Members neither submit claims nor opt out, they will release Defendant and forfeit any opportunity for recovery. The notice must also include the date, time, and location of the Second Fairness Hearing.
4. The parties must **submit this notice for Court approval by June 17, 2025**, and the notice must be **sent out by June 20, 2025**.

5. The Court finds that these measures are necessary to address the concerns raised regarding the low claims rate following the initial notice process. Given the strong response to the second round of notice, yielding three hundred and forty new claims, the Court seeks to repeat that process to ensure Class Members receive full due process protections. This is particularly important given the Settlement's structure, where Class Members who do not opt out but fail to file a claim will be bound by the Settlement without receiving any compensation.
6. Federal Rule of Civil Procedure 23(e) requires notice of settlement in a reasonable manner to all Class Members who would be bound by the settlement. Courts in the Fifth Circuit have held that supplemental notice and second fairness hearing may be necessary to protect Class Members' rights when the original notice is later found to be inadequate. *See e.g. Smith v. Tower Loan of Mississippi*, 216 F.R.D. 338, 348, 352 (S.D. Miss. 2003) (holding a second fairness hearing after discovering there were errors in the mailing of the notices of settlement); *Feinberg v. Hibernia Corp.*, 966 F. Supp. 442, 444 (E.D. La. 1997) (same).
7. Even if the Court is not required to provide this notice, Rule 23 grants it the authority to do so under the discretionary notice provision to ensure the fair and adequate representation of Class Members and to protect their rights throughout the settlement process. *See Fed. Civ. P. Rule 23(d)* ("In conducting an action under this rule, the court may issue orders that ... (B) require—to protect class members and fairly conduct the action—giving appropriate notice to some or all class members of: (i) any step in the action; (ii) the proposed extent of the judgment; or (iii) the members' opportunity to signify whether they consider the representation fair and adequate, to intervene and present claims or defenses, or to otherwise come into the action[.]").
8. Additionally, during the Second Fairness Hearing on August 15, 2025, the parties are hereby ordered to submit the following to the Court:
  - a. Evidence on the factors outlined in Fed. Civ. P. Rule 23(e);
  - b. Additional evidence on the factors from *Reed v. Gen Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983), particularly on the likelihood of success on the merits in the absence of the Settlement; and
  - c. Testimony from a representative of Imperial Fire & Casualty Insurance Company regarding the timing and rationale behind

changes in Imperial's practices concerning Sales Tax and Transfer Fees.

THUS, DONE AND SIGNED in Chambers on this 12<sup>th</sup> day of June 2025.



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DAVID C. JOSEPH  
UNITED STATES DISTRICT JUDGE