

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

Bass v. Imperial Fire and Casualty Insurance Company  
Case No. 1:22-cv-00550

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**The Court authorized this Notice.**

**This is not a solicitation from a lawyer.**

**You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A Settlement has been reached in the case Bass v. Imperial Fire and Cas. Ins. Co., Case No. 1:22-cv-00550, United States District Court for the Western District of Louisiana (the "Action"), entitling eligible Class Members who make a claim to payment of Sales Tax and Transfer Fees on total loss claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

**IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.**

**HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.**

Call 1-888-963-2321 toll free or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) for more information.

**WHAT IS A CLASS ACTION?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a "Class" or "Class Members." In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

**WHAT IS THIS CLASS ACTION ABOUT?**

Plaintiff alleges that Imperial and its applicable entities breached their contracts (insurance policies) by failing to pay Plaintiff and other Louisiana insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, the applicable Sales Tax and Transfer Fees. Imperial maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and Imperial. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court conducted its Final Approval Hearing on December 10, 2024 and extended the claim filing deadline to January 17, 2025.

**SETTLEMENT TERMS**

As a part of the Settlement, Imperial Fire and Casualty Insurance Company, and its applicable entities ("Imperial" or "Defendant"), has agreed to:

1. Pay eligible members of the Class for unpaid Sales Tax and Transfer Fees that Plaintiff alleged she and Class Members are owed; and
2. Separately pay attorneys' fees and costs not to exceed \$795,000.00, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will neither come from nor reduce any payment made to Settlement Class Members, with those amounts to be approved by the Court.

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[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



If you already were paid full Sales Tax and Transfer Fees on your total loss claim, or you are otherwise ineligible for a claim payment due to the existence of a prior release of such claims or for any other reason, including the filing of duplicative Claim Forms or failure to fully complete the Claim Form, you are not eligible for a payment.

In exchange, the Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax and Transfer Fees. If you are a member of the Class, you can submit a claim to potentially be paid for Sales Tax and Transfer Fees. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Imperial individually and separately for payment of Sales Tax and Transfer Fees. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

## HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

You may be a member of the class action (a “Class Member”) against Imperial if you were a Louisiana policyholder and insured by Imperial and submitted a physical damage claim with respect to a covered vehicle during the period commencing February 24, 2020, through April 18, 2024, that resulted in a total loss claim payment that did not include full Sales Tax and Transfer Fees. You received this Notice because Imperial’s records indicate you may be a member of the Class.

## IF I AM A CLASS MEMBER, WHAT ARE MY OPTIONS?

If you are a Class Member, you have four options.

### **Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for potential payment of Sales Tax and Transfer Fees. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). You can call 1-888-963-2321 or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com), clicking the MAKE A CLAIM button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom Imperial has email addresses. The email has a link to permit you to access the website to make a claim using a Claimant ID Number contained in the email and the Mailed Notice.

You can make a claim on [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) by clicking the MAKE A CLAIM button. You will need a Claimant ID Number (which was included in the Mailed Notice and Email Notice) or your last name and Policy number or claim number. If you do not know your Claimant ID Number, you can call 1-888-963-2321 and provide your last name and seek assistance in determining your Claimant ID Number. You can also fill out the information in an electronic blank claim form.

If you submit a Claim Form in the mail, it must be postmarked no later than **January 17, 2025**. If you submit an Electronic Claim, you must do so by 11:59 p.m. on **January 17, 2025**.

### **Option 2: Exclude yourself from the Case.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **November 11, 2024**, as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a payment for Sales Tax and Transfer Fees, or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Imperial on these issues separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

A request for exclusion must be postmarked on or before **November 11, 2024**.

Your request for exclusion must contain the following:

1. The name of the lawsuit (Bass v. Imperial Fire and Casualty Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class";  
and
5. Your signature.

The Settlement Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 11, 2024, YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT, AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Federal Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must file a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below). The written notice of intent to object must be: (a) filed with the Clerk of the Court no later than **November 11, 2024**; and (b) sent by first-class mail, with sufficient postage, postmarked no later than **November 11, 2024**, to the Settlement Administrator:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

To Class Counsel:

Adam Schwartzbaum  
Edelsberg Law  
20900 NE 30th Avenue, Suite 417  
Aventura, FL 33180

And to Imperial's Counsel:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr., Suite 5900  
Chicago, IL 60606

The Notice of Intent must include the following:

1. The name of the Action (Bass v. Imperial Fire and Casualty Insurance Company);
2. The objector's full name, address, and telephone number;
3. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any);

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5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by **November 11, 2024**. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above, you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion, not a Notice of Intent.

**Option 4: Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Imperial for Sales Tax and Transfer Fees, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Imperial and receive nothing in return.

**WHO IS REPRESENTING THE CLASS?**

The Court has preliminarily appointed Dana Bass (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

<p><b>NORMAND PLLC</b>          Edmund Normand, Esq.          ean@normandpllc.com          3165 McCrory Place, Suite 175          Orlando, FL 32803          Tel: 407-603-6031</p> <p><b>SHAMIS &amp; GENTILE, P.A.</b>          Andrew Shamis, Esq.          ashamis@shamisgentile.com          14 NE 1<sup>st</sup> Avenue          Suite 705          Miami, FL 33132          305-479-2299</p>	<p><b>EDELSBERG LAW, P.A.</b>          Adam Schwartzbaum          adam@edelsberglaw.com          20900 NE 30<sup>th</sup> Avenue          Suite 417          Aventura, FL 33180          Tel: 305-975-3320</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites listed above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$795,000 dollars, subject to approval by the Court. Imperial has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys' fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Imperial. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

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Class Counsel will also seek a Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery for members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Imperial has agreed to pay the Class Representative Service Award to the Named Plaintiff up to the amount of \$5,000. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Imperial, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay the Class Representative Award.

### WHAT CLAIMS AGAINST IMPERIAL ARE CLASS MEMBERS RELEASING?

As a part of the Settlement, Class Members agree to release Imperial and not to sue Imperial for any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Imperial's alleged failure to pay any Sales Tax (or sufficient Sales Tax on leased vehicles and retained total loss salvage vehicles) and insufficient payment of Transfer Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Imperial based on any legal theory whatsoever relating to payment of Sales Tax and Transfer Fees to the fullest extent of the law and *res judicata* and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Imperial failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Transfer Fees.

### HOW DO I FIND OUT MORE ABOUT THIS LAWSUIT?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-888-963-2321 or go to [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). This website provides:

1. An electronic Claim Form submission option and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank claim form;
3. The full Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose addresses and website information are provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time during regular business hours at the Clerk of Court, United States District Court for the Western District of Louisiana, 800 Lafayette St., Suite 2100, Lafayette, LA 70501.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.**

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**CLAIM FORM**  
*Bass v. Imperial*

To submit a claim, please: (1) provide your full name; (2) provide *either* your Imperial policy number or your Imperial claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than January 17, 2025 or mail the completed form postmarked on or before January 17, 2025 to the following address:

Bass v. Imperial Settlement Claims Administrator  
P.O. Box 2810  
Portland, OR 97208-2810

First Name:

MI:

Last Name:

Imperial Policy Number:

**OR**

Imperial Total Loss Claim Number:

Date of Loss:

 -  - 

MM

DD

YYYY

Address:

City:

State:

ZIP Code:

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a payment for all Sales Tax and/or for all Transfer Fees from Imperial on my underlying total loss claim (subject to verification by Imperial). If this affirmation is not signed your claim will be denied.

Signature

Dated:  -  -

MM

DD

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Name (please print)

To be considered, this Claim Form must be submitted online no later than January 17, 2025 or mailed to the above address postmarked no later than January 17, 2025.

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Bass v Imperial Fire Settlement Administrator  
c/o Epiq Class Action and Claims Solutions  
PO Box 2810  
Portland, OR 97208-2810

Time Sensitive - Important Court Information Enclosed



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**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

Bass v. Imperial Fire and Casualty Insurance Company  
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**WHAT IS THIS CLASS ACTION ABOUT?**

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1. Pay eligible members of the Class for unpaid Sales Tax and Transfer Fees that Plaintiff alleged she and Class Members are owed; and
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Your request for exclusion must contain the following:

1. The name of the lawsuit (Bass v. Imperial Fire and Casualty Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class";  
and
5. Your signature.

The Settlement Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 11, 2024, YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT, AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

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The full terms of the Settlement can be found at [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Federal Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must file a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below). The written notice of intent to object must be: (a) filed with the Clerk of the Court no later than **November 11, 2024**; and (b) sent by first-class mail, with sufficient postage, postmarked no later than **November 11, 2024**, to the Settlement Administrator:

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To Class Counsel:

Adam Schwartzbaum  
Edelsberg Law  
20900 NE 30th Avenue, Suite 417  
Aventura, FL 33180

And to Imperial's Counsel:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr., Suite 5900  
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The Notice of Intent must include the following:

1. The name of the Action (Bass v. Imperial Fire and Casualty Insurance Company);
2. The objector's full name, address, and telephone number;
3. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any);

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5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by **November 11, 2024**. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above, you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion, not a Notice of Intent.

**Option 4: Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Imperial for Sales Tax and Transfer Fees, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Imperial and receive nothing in return.

**WHO IS REPRESENTING THE CLASS?**

The Court has preliminarily appointed Dana Bass (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

<p><b>NORMAND PLLC</b>          Edmund Normand, Esq.          ean@normandpllc.com          3165 McCrory Place, Suite 175          Orlando, FL 32803          Tel: 407-603-6031</p> <p><b>SHAMIS &amp; GENTILE, P.A.</b>          Andrew Shamis, Esq.          ashamis@shamisgentile.com          14 NE 1<sup>st</sup> Avenue          Suite 705          Miami, FL 33132          305-479-2299</p>	<p><b>EDELSBERG LAW, P.A.</b>          Adam Schwartzbaum          adam@edelsberglaw.com          20900 NE 30<sup>th</sup> Avenue          Suite 417          Aventura, FL 33180          Tel: 305-975-3320</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites listed above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$795,000 dollars, subject to approval by the Court. Imperial has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys' fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Imperial. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

Class Counsel will also seek a Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery for members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Imperial has agreed to pay the Class Representative Service Award to the Named Plaintiff up to the amount of \$5,000. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Imperial, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay the Class Representative Award.

### WHAT CLAIMS AGAINST IMPERIAL ARE CLASS MEMBERS RELEASING?

As a part of the Settlement, Class Members agree to release Imperial and not to sue Imperial for any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Imperial's alleged failure to pay any Sales Tax (or sufficient Sales Tax on leased vehicles and retained total loss salvage vehicles) and insufficient payment of Transfer Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Imperial based on any legal theory whatsoever relating to payment of Sales Tax and Transfer Fees to the fullest extent of the law and *res judicata* and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Imperial failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Transfer Fees.

### HOW DO I FIND OUT MORE ABOUT THIS LAWSUIT?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-888-963-2321 or go to [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). This website provides:

1. An electronic Claim Form submission option and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank claim form;
3. The full Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose addresses and website information are provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time during regular business hours at the Clerk of Court, United States District Court for the Western District of Louisiana, 800 Lafayette St., Suite 2100, Lafayette, LA 70501.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.**

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**







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### CLAIM FORM *Bass v. Imperial*

To submit a claim, please: (1) provide your full name; (2) provide *either* your Imperial policy number or your Imperial claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than January 17, 2025 or mail the completed form postmarked on or before January 17, 2025 to the following address:

Bass v. Imperial Settlement Claims Administrator  
P.O. Box 2810  
Portland, OR 97208-2810

First Name:

MI:

Last Name:

Imperial Policy Number:

**OR**

Imperial Total Loss Claim Number:

Date of Loss:

-   -      
MM DD YYYY

Address:

City:

State:

ZIP Code:

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a payment for all Sales Tax and/or for all Transfer Fees from Imperial on my underlying total loss claim (subject to verification by Imperial). If this affirmation is not signed your claim will be denied.

Signature

Dated:   -   -      
MM DD YYYY

Name (please print)

To be considered, this Claim Form must be submitted online no later than January 17, 2025 or mailed to the above address postmarked no later than January 17, 2025.

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Bass v Imperial Fire Settlement Administrator  
c/o Epiq Class Action and Claims Solutions  
PO Box 2810  
Portland, OR 97208-2810

Time Sensitive - Important Court Information Enclosed



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OSWIN PENCLE  
107 CORTES AVE  
ROYAL PLM BCH FL 33411-1301

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**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

Bass v. Imperial Fire and Casualty Insurance Company  
Case No. 1:22-cv-00550

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**The Court authorized this Notice.**

**This is not a solicitation from a lawyer.**

**You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A Settlement has been reached in the case Bass v. Imperial Fire and Cas. Ins. Co., Case No. 1:22-cv-00550, United States District Court for the Western District of Louisiana (the “Action”), entitling eligible Class Members who make a claim to payment of Sales Tax and Transfer Fees on total loss claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

**IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.**

**HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.**

Call 1-888-963-2321 toll free or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) for more information.

**WHAT IS A CLASS ACTION?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class” or “Class Members.” In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

**WHAT IS THIS CLASS ACTION ABOUT?**

Plaintiff alleges that Imperial and its applicable entities breached their contracts (insurance policies) by failing to pay Plaintiff and other Louisiana insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, the applicable Sales Tax and Transfer Fees. Imperial maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and Imperial. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court conducted its Final Approval Hearing on December 10, 2024 and extended the claim filing deadline to January 17, 2025.

**SETTLEMENT TERMS**

As a part of the Settlement, Imperial Fire and Casualty Insurance Company, and its applicable entities (“Imperial” or “Defendant”), has agreed to:

1. Pay eligible members of the Class for unpaid Sales Tax and Transfer Fees that Plaintiff alleged she and Class Members are owed; and
2. Separately pay attorneys’ fees and costs not to exceed \$795,000.00, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will neither come from nor reduce any payment made to Settlement Class Members, with those amounts to be approved by the Court.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



If you already were paid full Sales Tax and Transfer Fees on your total loss claim, or you are otherwise ineligible for a claim payment due to the existence of a prior release of such claims or for any other reason, including the filing of duplicative Claim Forms or failure to fully complete the Claim Form, you are not eligible for a payment.

In exchange, the Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax and Transfer Fees. If you are a member of the Class, you can submit a claim to potentially be paid for Sales Tax and Transfer Fees. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Imperial individually and separately for payment of Sales Tax and Transfer Fees. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

## HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

You may be a member of the class action (a “Class Member”) against Imperial if you were a Louisiana policyholder and insured by Imperial and submitted a physical damage claim with respect to a covered vehicle during the period commencing February 24, 2020, through April 18, 2024, that resulted in a total loss claim payment that did not include full Sales Tax and Transfer Fees. You received this Notice because Imperial’s records indicate you may be a member of the Class.

## IF I AM A CLASS MEMBER, WHAT ARE MY OPTIONS?

If you are a Class Member, you have four options.

### **Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for potential payment of Sales Tax and Transfer Fees. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). You can call 1-888-963-2321 or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com), clicking the MAKE A CLAIM button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom Imperial has email addresses. The email has a link to permit you to access the website to make a claim using a Claimant ID Number contained in the email and the Mailed Notice.

You can make a claim on [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) by clicking the MAKE A CLAIM button. You will need a Claimant ID Number (which was included in the Mailed Notice and Email Notice) or your last name and Policy number or claim number. If you do not know your Claimant ID Number, you can call 1-888-963-2321 and provide your last name and seek assistance in determining your Claimant ID Number. You can also fill out the information in an electronic blank claim form.

If you submit a Claim Form in the mail, it must be postmarked no later than **January 17, 2025**. If you submit an Electronic Claim, you must do so by 11:59 p.m. on **January 17, 2025**.

### **Option 2: Exclude yourself from the Case.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **November 11, 2024**, as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a payment for Sales Tax and Transfer Fees, or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Imperial on these issues separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

A request for exclusion must be postmarked on or before **November 11, 2024**.

Your request for exclusion must contain the following:

1. The name of the lawsuit (Bass v. Imperial Fire and Casualty Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class";  
and
5. Your signature.

The Settlement Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 11, 2024, YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT, AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Federal Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must file a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below). The written notice of intent to object must be: (a) filed with the Clerk of the Court no later than **November 11, 2024**; and (b) sent by first-class mail, with sufficient postage, postmarked no later than **November 11, 2024**, to the Settlement Administrator:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

To Class Counsel:

Adam Schwartzbaum  
Edelsberg Law  
20900 NE 30th Avenue, Suite 417  
Aventura, FL 33180

And to Imperial's Counsel:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr., Suite 5900  
Chicago, IL 60606

The Notice of Intent must include the following:

1. The name of the Action (Bass v. Imperial Fire and Casualty Insurance Company);
2. The objector's full name, address, and telephone number;
3. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any);

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by **November 11, 2024**. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above, you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion, not a Notice of Intent.

**Option 4: Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Imperial for Sales Tax and Transfer Fees, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Imperial and receive nothing in return.

**WHO IS REPRESENTING THE CLASS?**

The Court has preliminarily appointed Dana Bass (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

<p><b>NORMAND PLLC</b>          Edmund Normand, Esq.          ean@normandpllc.com          3165 McCrory Place, Suite 175          Orlando, FL 32803          Tel: 407-603-6031</p> <p><b>SHAMIS &amp; GENTILE, P.A.</b>          Andrew Shamis, Esq.          ashamis@shamisgentile.com          14 NE 1<sup>st</sup> Avenue          Suite 705          Miami, FL 33132          305-479-2299</p>	<p><b>EDELSBERG LAW, P.A.</b>          Adam Schwartzbaum          adam@edelsberglaw.com          20900 NE 30<sup>th</sup> Avenue          Suite 417          Aventura, FL 33180          Tel: 305-975-3320</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites listed above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$795,000 dollars, subject to approval by the Court. Imperial has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys' fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Imperial. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

Class Counsel will also seek a Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery for members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Imperial has agreed to pay the Class Representative Service Award to the Named Plaintiff up to the amount of \$5,000. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Imperial, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay the Class Representative Award.

### WHAT CLAIMS AGAINST IMPERIAL ARE CLASS MEMBERS RELEASING?

As a part of the Settlement, Class Members agree to release Imperial and not to sue Imperial for any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Imperial's alleged failure to pay any Sales Tax (or sufficient Sales Tax on leased vehicles and retained total loss salvage vehicles) and insufficient payment of Transfer Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Imperial based on any legal theory whatsoever relating to payment of Sales Tax and Transfer Fees to the fullest extent of the law and *res judicata* and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Imperial failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Transfer Fees.

### HOW DO I FIND OUT MORE ABOUT THIS LAWSUIT?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-888-963-2321 or go to [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). This website provides:

1. An electronic Claim Form submission option and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank claim form;
3. The full Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose addresses and website information are provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time during regular business hours at the Clerk of Court, United States District Court for the Western District of Louisiana, 800 Lafayette St., Suite 2100, Lafayette, LA 70501.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.**

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**







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### CLAIM FORM *Bass v. Imperial*

To submit a claim, please: (1) provide your full name; (2) provide *either* your Imperial policy number or your Imperial claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than January 17, 2025 or mail the completed form postmarked on or before January 17, 2025 to the following address:

Bass v. Imperial Settlement Claims Administrator  
P.O. Box 2810  
Portland, OR 97208-2810

First Name:

MI:

Last Name:

Imperial Policy Number:

**OR**

Imperial Total Loss Claim Number:

Date of Loss:

-   -      
MM DD YYYY

Address:

City:

State:

ZIP Code:

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a payment for all Sales Tax and/or for all Transfer Fees from Imperial on my underlying total loss claim (subject to verification by Imperial). If this affirmation is not signed your claim will be denied.

Signature

Dated:   -   -      
MM DD YYYY

Name (please print)

**To be considered, this Claim Form must be submitted online no later than January 17, 2025 or mailed to the above address postmarked no later than January 17, 2025.**

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Bass v Imperial Fire Settlement Administrator  
c/o Epiq Class Action and Claims Solutions  
PO Box 2810  
Portland, OR 97208-2810

Time Sensitive - Important Court Information Enclosed



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JOHNATHAN COTTEN

PO BOX 40034

ST PETERSBURG FL 33743-0034

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**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

Bass v. Imperial Fire and Casualty Insurance Company  
Case No. 1:22-cv-00550

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**The Court authorized this Notice.**

**This is not a solicitation from a lawyer.**

**You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A Settlement has been reached in the case Bass v. Imperial Fire and Cas. Ins. Co., Case No. 1:22-cv-00550, United States District Court for the Western District of Louisiana (the “Action”), entitling eligible Class Members who make a claim to payment of Sales Tax and Transfer Fees on total loss claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

**IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.**

**HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.**

Call 1-888-963-2321 toll free or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) for more information.

**WHAT IS A CLASS ACTION?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class” or “Class Members.” In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

**WHAT IS THIS CLASS ACTION ABOUT?**

Plaintiff alleges that Imperial and its applicable entities breached their contracts (insurance policies) by failing to pay Plaintiff and other Louisiana insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, the applicable Sales Tax and Transfer Fees. Imperial maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and Imperial. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court conducted its Final Approval Hearing on December 10, 2024 and extended the claim filing deadline to January 17, 2025.

**SETTLEMENT TERMS**

As a part of the Settlement, Imperial Fire and Casualty Insurance Company, and its applicable entities (“Imperial” or “Defendant”), has agreed to:

1. Pay eligible members of the Class for unpaid Sales Tax and Transfer Fees that Plaintiff alleged she and Class Members are owed; and
2. Separately pay attorneys’ fees and costs not to exceed \$795,000.00, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will neither come from nor reduce any payment made to Settlement Class Members, with those amounts to be approved by the Court.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



If you already were paid full Sales Tax and Transfer Fees on your total loss claim, or you are otherwise ineligible for a claim payment due to the existence of a prior release of such claims or for any other reason, including the filing of duplicative Claim Forms or failure to fully complete the Claim Form, you are not eligible for a payment.

In exchange, the Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax and Transfer Fees. If you are a member of the Class, you can submit a claim to potentially be paid for Sales Tax and Transfer Fees. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Imperial individually and separately for payment of Sales Tax and Transfer Fees. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

## HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

You may be a member of the class action (a “Class Member”) against Imperial if you were a Louisiana policyholder and insured by Imperial and submitted a physical damage claim with respect to a covered vehicle during the period commencing February 24, 2020, through April 18, 2024, that resulted in a total loss claim payment that did not include full Sales Tax and Transfer Fees. You received this Notice because Imperial’s records indicate you may be a member of the Class.

## IF I AM A CLASS MEMBER, WHAT ARE MY OPTIONS?

If you are a Class Member, you have four options.

### **Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for potential payment of Sales Tax and Transfer Fees. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). You can call 1-888-963-2321 or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com), clicking the MAKE A CLAIM button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom Imperial has email addresses. The email has a link to permit you to access the website to make a claim using a Claimant ID Number contained in the email and the Mailed Notice.

You can make a claim on [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) by clicking the MAKE A CLAIM button. You will need a Claimant ID Number (which was included in the Mailed Notice and Email Notice) or your last name and Policy number or claim number. If you do not know your Claimant ID Number, you can call 1-888-963-2321 and provide your last name and seek assistance in determining your Claimant ID Number. You can also fill out the information in an electronic blank claim form.

If you submit a Claim Form in the mail, it must be postmarked no later than **January 17, 2025**. If you submit an Electronic Claim, you must do so by 11:59 p.m. on **January 17, 2025**.

### **Option 2: Exclude yourself from the Case.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **November 11, 2024**, as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a payment for Sales Tax and Transfer Fees, or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Imperial on these issues separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

A request for exclusion must be postmarked on or before **November 11, 2024**.

Your request for exclusion must contain the following:

1. The name of the lawsuit (Bass v. Imperial Fire and Casualty Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class"; and
5. Your signature.

The Settlement Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 11, 2024, YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT, AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Federal Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must file a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below). The written notice of intent to object must be: (a) filed with the Clerk of the Court no later than **November 11, 2024**; and (b) sent by first-class mail, with sufficient postage, postmarked no later than **November 11, 2024**, to the Settlement Administrator:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

To Class Counsel:

Adam Schwartzbaum  
Edelsberg Law  
20900 NE 30th Avenue, Suite 417  
Aventura, FL 33180

And to Imperial's Counsel:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr., Suite 5900  
Chicago, IL 60606

The Notice of Intent must include the following:

1. The name of the Action (Bass v. Imperial Fire and Casualty Insurance Company);
2. The objector's full name, address, and telephone number;
3. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any);

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by **November 11, 2024**. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above, you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion, not a Notice of Intent.

**Option 4: Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Imperial for Sales Tax and Transfer Fees, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Imperial and receive nothing in return.

**WHO IS REPRESENTING THE CLASS?**

The Court has preliminarily appointed Dana Bass (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

<p><b>NORMAND PLLC</b>          Edmund Normand, Esq.          ean@normandpllc.com          3165 McCrory Place, Suite 175          Orlando, FL 32803          Tel: 407-603-6031</p> <p><b>SHAMIS &amp; GENTILE, P.A.</b>          Andrew Shamis, Esq.          ashamis@shamisgentile.com          14 NE 1<sup>st</sup> Avenue          Suite 705          Miami, FL 33132          305-479-2299</p>	<p><b>EDELSBERG LAW, P.A.</b>          Adam Schwartzbaum          adam@edelsberglaw.com          20900 NE 30<sup>th</sup> Avenue          Suite 417          Aventura, FL 33180          Tel: 305-975-3320</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites listed above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$795,000 dollars, subject to approval by the Court. Imperial has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys' fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Imperial. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

Class Counsel will also seek a Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery for members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Imperial has agreed to pay the Class Representative Service Award to the Named Plaintiff up to the amount of \$5,000. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Imperial, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay the Class Representative Award.

### WHAT CLAIMS AGAINST IMPERIAL ARE CLASS MEMBERS RELEASING?

As a part of the Settlement, Class Members agree to release Imperial and not to sue Imperial for any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Imperial's alleged failure to pay any Sales Tax (or sufficient Sales Tax on leased vehicles and retained total loss salvage vehicles) and insufficient payment of Transfer Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Imperial based on any legal theory whatsoever relating to payment of Sales Tax and Transfer Fees to the fullest extent of the law and *res judicata* and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Imperial failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Transfer Fees.

### HOW DO I FIND OUT MORE ABOUT THIS LAWSUIT?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-888-963-2321 or go to [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). This website provides:

1. An electronic Claim Form submission option and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank claim form;
3. The full Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose addresses and website information are provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time during regular business hours at the Clerk of Court, United States District Court for the Western District of Louisiana, 800 Lafayette St., Suite 2100, Lafayette, LA 70501.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.**

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**







\*40074230000055201\*

### CLAIM FORM *Bass v. Imperial*

To submit a claim, please: (1) provide your full name; (2) provide *either* your Imperial policy number or your Imperial claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than January 17, 2025 or mail the completed form postmarked on or before January 17, 2025 to the following address:

Bass v. Imperial Settlement Claims Administrator  
P.O. Box 2810  
Portland, OR 97208-2810

First Name:

MI:

Last Name:

Imperial Policy Number:

**OR**

Imperial Total Loss Claim Number:

Date of Loss:

 -  - 

MM

DD

YYYY

Address:

City:

State:

ZIP Code:

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a payment for all Sales Tax and/or for all Transfer Fees from Imperial on my underlying total loss claim (subject to verification by Imperial). If this affirmation is not signed your claim will be denied.

Signature

Dated:  -  -

MM

DD

YYYY

Name (please print)

To be considered, this Claim Form must be submitted online no later than January 17, 2025 or mailed to the above address postmarked no later than January 17, 2025.

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Bass v Imperial Fire Settlement Administrator  
c/o Epiq Class Action and Claims Solutions  
PO Box 2810  
Portland, OR 97208-2810

Time Sensitive - Important Court Information Enclosed



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000 0000001 00000000 0001 0009 00014 INS:

JEREMY KIMBLE  
154 W PECAN VALLEY ST  
COLLIERVILLE TN 38017-1909

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**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA**

Bass v. Imperial Fire and Casualty Insurance Company  
Case No. 1:22-cv-00550

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**The Court authorized this Notice.**

**This is not a solicitation from a lawyer.**

**You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A Settlement has been reached in the case Bass v. Imperial Fire and Cas. Ins. Co., Case No. 1:22-cv-00550, United States District Court for the Western District of Louisiana (the "Action"), entitling eligible Class Members who make a claim to payment of Sales Tax and Transfer Fees on total loss claims. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

**IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.**

**HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.**

Call 1-888-963-2321 toll free or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) for more information.

**WHAT IS A CLASS ACTION?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a "Class" or "Class Members." In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who ask in writing to be excluded from the Class.

**WHAT IS THIS CLASS ACTION ABOUT?**

Plaintiff alleges that Imperial and its applicable entities breached their contracts (insurance policies) by failing to pay Plaintiff and other Louisiana insureds who submitted physical damage claims for their vehicles during the class period, and which resulted in a total loss claim payment, the applicable Sales Tax and Transfer Fees. Imperial maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiff, acting on behalf of the Class, and Imperial. The Court has preliminarily approved the Settlement, including the preliminary approval of a Settlement Class.

The Court conducted its Final Approval Hearing on December 10, 2024 and extended the claim filing deadline to January 17, 2025.

**SETTLEMENT TERMS**

As a part of the Settlement, Imperial Fire and Casualty Insurance Company, and its applicable entities ("Imperial" or "Defendant"), has agreed to:

1. Pay eligible members of the Class for unpaid Sales Tax and Transfer Fees that Plaintiff alleged she and Class Members are owed; and
2. Separately pay attorneys' fees and costs not to exceed \$795,000.00, and a Service Award not to exceed \$5,000.00 to the Class Representative, which will neither come from nor reduce any payment made to Settlement Class Members, with those amounts to be approved by the Court.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



If you already were paid full Sales Tax and Transfer Fees on your total loss claim, or you are otherwise ineligible for a claim payment due to the existence of a prior release of such claims or for any other reason, including the filing of duplicative Claim Forms or failure to fully complete the Claim Form, you are not eligible for a payment.

In exchange, the Plaintiff and the members of the Class who do not exclude themselves from the Settlement agree to give up any claim they have for payment of Sales Tax and Transfer Fees. If you are a member of the Class, you can submit a claim to potentially be paid for Sales Tax and Transfer Fees. Alternatively, you may, if you wish, request to be excluded from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Imperial individually and separately for payment of Sales Tax and Transfer Fees. You may also object to the terms of the Settlement if you comply with the requirements set forth below.

## HOW DO I KNOW IF I AM A MEMBER OF THE CLASS?

You may be a member of the class action (a “Class Member”) against Imperial if you were a Louisiana policyholder and insured by Imperial and submitted a physical damage claim with respect to a covered vehicle during the period commencing February 24, 2020, through April 18, 2024, that resulted in a total loss claim payment that did not include full Sales Tax and Transfer Fees. You received this Notice because Imperial’s records indicate you may be a member of the Class.

## IF I AM A CLASS MEMBER, WHAT ARE MY OPTIONS?

If you are a Class Member, you have four options.

### **Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for potential payment of Sales Tax and Transfer Fees. If you received a Notice in the mail, the Notice included a pre-filled Claim Form. You can submit a claim by signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail (the Claim Form is addressed and has necessary postage prepaid). You can call 1-888-963-2321 or visit [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an Electronic Claim Form by visiting [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com), clicking the MAKE A CLAIM button, and following the steps outlined for you. An email relating to the Settlement also has been sent to Settlement Class Members for whom Imperial has email addresses. The email has a link to permit you to access the website to make a claim using a Claimant ID Number contained in the email and the Mailed Notice.

You can make a claim on [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com) by clicking the MAKE A CLAIM button. You will need a Claimant ID Number (which was included in the Mailed Notice and Email Notice) or your last name and Policy number or claim number. If you do not know your Claimant ID Number, you can call 1-888-963-2321 and provide your last name and seek assistance in determining your Claimant ID Number. You can also fill out the information in an electronic blank claim form.

If you submit a Claim Form in the mail, it must be postmarked no later than **January 17, 2025**. If you submit an Electronic Claim, you must do so by 11:59 p.m. on **January 17, 2025**.

### **Option 2: Exclude yourself from the Case.**

You have the right to not be part of the Settlement by excluding yourself or “opting out” of the Class. If you wish to exclude yourself, you must do so on or before **November 11, 2024**, as described below. You do not need to hire your own lawyer to request exclusion from the Class. If you exclude yourself from the Class, you give up your right to receive a payment for Sales Tax and Transfer Fees, or any other benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue Imperial on these issues separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and/or preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

A request for exclusion must be postmarked on or before **November 11, 2024**.

Your request for exclusion must contain the following:

1. The name of the lawsuit (Bass v. Imperial Fire and Casualty Insurance Company);
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Class, such as: "I request exclusion from the Class"; and
5. Your signature.

The Settlement Administrator will file information on your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

**IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS BY THE POSTMARK DEADLINE OF NOVEMBER 11, 2024, YOU WILL REMAIN PART OF THE CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT, AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.**

**Option 3: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court. If you object to the terms of the Settlement, you may be subject to limited discovery consistent with the Federal Rules of Civil Procedure.

To properly object to the terms of the Settlement, you must file a Notice of Intent to object to the terms of the Settlement and to appear at the Final Approval Hearing (described below). The written notice of intent to object must be: (a) filed with the Clerk of the Court no later than **November 11, 2024**; and (b) sent by first-class mail, with sufficient postage, postmarked no later than **November 11, 2024**, to the Settlement Administrator:

Bass v. Imperial Fire Settlement Administrator  
PO Box 2810  
Portland, OR 97208-2810

To Class Counsel:

Adam Schwartzbaum  
Edelsberg Law  
20900 NE 30th Avenue, Suite 417  
Aventura, FL 33180

And to Imperial's Counsel:

Mark L. Hanover  
DENTONS US LLP  
233 S. Wacker Dr., Suite 5900  
Chicago, IL 60606

The Notice of Intent must include the following:

1. The name of the Action (Bass v. Imperial Fire and Casualty Insurance Company);
2. The objector's full name, address, and telephone number;
3. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
4. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any);

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**



5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
6. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
8. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
9. The objector's signature (an attorney's signature is not sufficient).

If you and/or your attorney intend to request permission to address the Court at the Final Approval Hearing, your Notice of Intent must also include the following:

A list of any witnesses you may seek to call at the Hearing (subject to applicable rules of procedure and evidence and the discretion of the Court), with the address of each witness.

Notices of Intent to object must be postmarked by **November 11, 2024**. If any Notice of Intent is not postmarked by the deadline set forth above or does not comport with the requirements listed above, you will waive the right to be heard at the Final Approval Hearing. If you file a Notice of Intent, you waive the right to request exclusion from the Class and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court and the terms of the Settlement, you must file a request for exclusion, not a Notice of Intent.

**Option 4: Do Nothing Now. Stay in the Case.**

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against Imperial for Sales Tax and Transfer Fees, even if you do not submit a Claim for payment. In other words, if you do nothing, you will give up your right to sue Imperial and receive nothing in return.

**WHO IS REPRESENTING THE CLASS?**

The Court has preliminarily appointed Dana Bass (the "Named Plaintiff") to be the representative of the Class. The Court has also preliminarily appointed the following lawyers as Class Counsel for those Class Members:

<p><b>NORMAND PLLC</b>          Edmund Normand, Esq.          ean@normandpllc.com          3165 McCrory Place, Suite 175          Orlando, FL 32803          Tel: 407-603-6031</p> <p><b>SHAMIS &amp; GENTILE, P.A.</b>          Andrew Shamis, Esq.          ashamis@shamisgentile.com          14 NE 1<sup>st</sup> Avenue          Suite 705          Miami, FL 33132          305-479-2299</p>	<p><b>EDELSBERG LAW, P.A.</b>          Adam Schwartzbaum          adam@edelsberglaw.com          20900 NE 30<sup>th</sup> Avenue          Suite 417          Aventura, FL 33180          Tel: 305-975-3320</p>
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These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites listed above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$795,000 dollars, subject to approval by the Court. Imperial has agreed to pay Class Counsel that amount if approved by the Court. Payment of attorneys' fees and costs has no impact on and does not affect or reduce in any way the amount of money that will be paid to Settlement Class Members. If the Court grants Class Counsel's request, and in whatever amount the Court approves Class Counsel's Request, the attorneys' fees and costs will be paid separately by Imperial. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay Class Counsel fees and/or costs. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case.

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**

Class Counsel will also seek a Class Representative Service Award to the Named Plaintiff in the amount of \$5,000, subject to Court approval. The award is designed to reward the Named Plaintiff for securing the recovery for members of the Class, which is the full amount of damages the Named Plaintiff alleged is owed to Class Members, and to acknowledge the time spent by the Named Plaintiff in providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. Imperial has agreed to pay the Class Representative Service Award to the Named Plaintiff up to the amount of \$5,000. Payment of the Class Representative Service Award has no impact on and does not affect in any way the amount of money that will be paid to Settlement Class Members. If the Court grants the request for a Class Representative Service Award, and in whatever amount the Court approves the request, the Class Representative Service Award will be paid separately by Imperial, and will not affect or reduce in any way the amount of money paid to Class Members. If you submit a valid claim for payment, you will receive payment for Sales Tax and Transfer Fees, and that amount will not be reduced to pay the Class Representative Award.

### WHAT CLAIMS AGAINST IMPERIAL ARE CLASS MEMBERS RELEASING?

As a part of the Settlement, Class Members agree to release Imperial and not to sue Imperial for any and all known and Unknown Claims, rights, demands, allegations, actions, suits or causes of action of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys' fees, losses or damages (whether actual, consequential or treble) statutory, common law or equitable, including but not limited to breach of contract, bad faith or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or postjudgment interest, arising from or relating in any way to Imperial's alleged failure to pay any Sales Tax (or sufficient Sales Tax on leased vehicles and retained total loss salvage vehicles) and insufficient payment of Transfer Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by Imperial based on any legal theory whatsoever relating to payment of Sales Tax and Transfer Fees to the fullest extent of the law and *res judicata* and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that Imperial failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Transfer Fees.

### HOW DO I FIND OUT MORE ABOUT THIS LAWSUIT?

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at 1-888-963-2321 or go to [www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com). This website provides:

1. An electronic Claim Form submission option and directions for how to submit;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank claim form;
3. The full Settlement Agreement;
4. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiff and other important rulings and orders from the Court during the case prior to Settlement; and
6. Other general information about the class action.

You also may contact Class Counsel, whose addresses and website information are provided above.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time during regular business hours at the Clerk of Court, United States District Court for the Western District of Louisiana, 800 Lafayette St., Suite 2100, Lafayette, LA 70501.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.**

**QUESTIONS? CALL 1-888-963-2321 TOLL-FREE, OR VISIT  
[www.BassAutoLossSettlement.com](http://www.BassAutoLossSettlement.com)**







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### CLAIM FORM *Bass v. Imperial*

To submit a claim, please: (1) provide your full name; (2) provide *either* your Imperial policy number or your Imperial claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than January 17, 2025 or mail the completed form postmarked on or before January 17, 2025 to the following address:

Bass v. Imperial Settlement Claims Administrator  
P.O. Box 2810  
Portland, OR 97208-2810

First Name:

MI:

Last Name:

Imperial Policy Number:

**OR**

Imperial Total Loss Claim Number:

Date of Loss:

 -  - 

MM

DD

YYYY

Address:

City:

State:

ZIP Code:

**AFFIRMATION (required):** By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a payment for all Sales Tax and/or for all Transfer Fees from Imperial on my underlying total loss claim (subject to verification by Imperial). If this affirmation is not signed your claim will be denied.

Signature

Dated:  -  -

MM

DD

YYYY

Name (please print)

To be considered, this Claim Form must be submitted online no later than January 17, 2025 or mailed to the above address postmarked no later than January 17, 2025.

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