

MARY SUSAN DARNELL SMITH
THROUGH HER AGENT
SUZANNE SMITH UPCHURCH

NUMBER: 520,113-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

MCGUIRE FUNERAL HOME, INC.,
ET AL.

CADDO PARISH, LOUISIANA

**JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT; APPROVAL OF
THE NOTICE OF SETTLEMENT; APPROVAL OF THE CLAIMS ADMINISTRATOR;
AND SCHEDULING OF A FAIRNESS HEARING**

NOW INTO COURT, through undersigned counsel, comes MARY SUSAN DARNELL SMITH through her agent, SUZANNE SMITH UPCHURCH, LINDA WALLACE HOOPER and ELBERT NEUMAN GRAVES, individually and as representatives of the certified class in the above captioned matter (hereinafter referred to as "Plaintiffs") and REGIONS BANK and FIRST GUARANTY BANK (hereinafter referred to as "Settling Banks"), and show:

1.

The parties have entered into a Settlement Agreement, which they deem fair and adequate. A copy of that Agreement is annexed hereto as Exhibit A.

2.

The Plaintiffs and the Settling Banks jointly request preliminary approval of the attached Settlement Agreement.

3.

Attached hereto as Exhibit B is a "Proposed Notice of Class Action Settlement"; Plaintiffs and the Settling Banks seek approval of the attached notice.

4.

Attached hereto as Exhibit C is a proposed Claim Form Plaintiffs and the Settling Banks have approved of the of the attached Claim Form.

5.

If the settlement is preliminarily approved, and if the attached Settlement Agreement and the attached Notice are preliminarily approved, the parties seek approval of their plan to provide notice via first-class mail to all known class members, in addition, for approval to publish the approved

Notice in the Caddo Citizen (Vivian newspaper) for four (4) consecutive weeks.

6.

The parties have agreed to appoint Barry Kuperman, a former United States Bankruptcy trustee, as Claims Administrator, without bond, and seek court approval of the appointment of Barry Kuperman as Claims Administrator.

7.

Plaintiffs will separately apply for an award of attorneys fees and costs.

8.

Additionally, Plaintiffs seek an Order from this Court scheduling a hearing to consider the fairness, reasonableness, and adequacy of the settlement and to consider the application by Plaintiffs for an award of attorneys fees and reimbursement of expenses to their counsel.

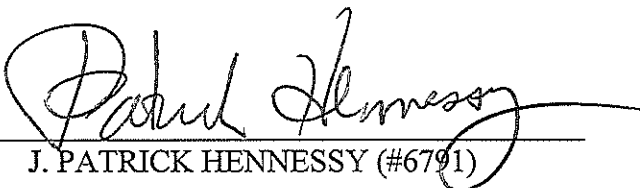
WHEREFORE, MOVERS, MARY SUSAN DARNELL SMITH through her agent, SUZANNE SMITH UPCHURCH, LINDA WALLACE HOOPER and ELBERT NEUMAN GRAVES, INDIVIDUALLY AND ON BEHALF OF THE CERTIFIED CLASSES, and REGIONS BANK and FIRST GUARANTY BANK PRAY:

- I. For an Order preliminarily approving the terms of the attached Settlement Agreement;
- II. For an Order approving the attached Notice;
- III. For an Order approving the attached Claim Form;
- IV. For an Order approving appointment of Barry Kuperman as Claims Administrator;
- V. For an Order scheduling a hearing to consider the fairness, reasonableness, and adequacy of this settlement; and
- VI. To further consider the application for an award of attorneys fees and reimbursement of expenses.

Respectfully submitted,

LAW OFFICE OF J. PATRICK HENNESSY

815 Delaware Street
Shreveport, Louisiana 71106
(318) 550-6282 Telephone

By: 
J. PATRICK HENNESSY (#6791)

BILLY J. GUIN, JR. (#06587)

ATTORNEY AT LAW

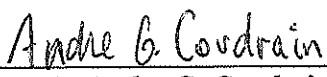
400 Travis Street, Suite 1703
Shreveport, Louisiana 71101
(318) 841-2595 Telephone
(318) 841-2597 Facsimile

R. SCOTT BOWIE, JR.


DAYE, BOWIE & BERESKO, APLC

400 Travis Street, Suite 700
Shreveport, Louisiana 71101
(318) 221-0600 Telephone
(318) 221-8158 Facsimile
ATTORNEYS FOR PLAINTIFFS

Cashe, Lewis, Coudrain & Sandage
P. O. Drawer 1509
Hammond, LA 70404

By: 
Mr. Andre G. Coudrain (#1789) by BSS, w/ permission
ATTORNEY FOR FIRST GUARANTY BANK

Cook, Yancey, King & Galloway
P. O. Box 22260
Shreveport, LA 71120-2260

By: 
Mr. Bernard Johnson (#1280)
ATTORNEY FOR REGIONS BANK

MARY SUSAN DARNELL SMITH
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CADDO PARISH, LOUISIANA

ORDER

THIS MATTER HAVING COME ON FOR HEARING:

The Court having considered the Settlement Agreement and the Notice of the Proposed Settlement, and the representations of counsel,

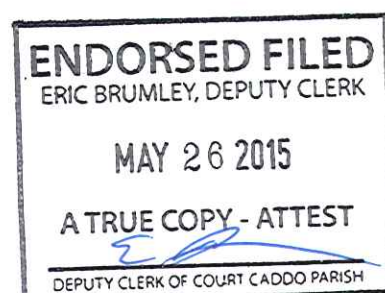
HEREBY ORDER:

- I. Settlement Agreement attached as Exhibit A is preliminarily approved by the Court;
- II. The Notice of the Class Action Settlement, attached as Exhibit B, is approved by the Court;
- III. The Claim Form, attached as Exhibit C, is approved by the Court;
- IV. The parties are ordered to provide copies of the approved Notice by first-class mail to all class representatives and to publish the Notice in the Caddo Citizen;
- V. Barry Kuperman is hereby appointed as Claims Administrator to serve without bond; and
- VI. A hearing is hereby scheduled on the 9 day of Sept, 2015, to consider the fairness, reasonableness, and adequacy of the Settlement, and the application by Plaintiffs for attorneys' fees to their counsel and reimbursement to their counsel of expenses.

THUS DONE AND SIGNED in open court this 26 day of May, 2015, at
Shreveport, Caddo Parish, Louisiana.

JUDGE CRAIG MARCOTTE

DISTRICT JUDGE



MARY SUSAN DARNELL SMITH
ET AL.

NUMBER: 520,113-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

MCGUIRE FUNERAL HOME, INC.,
ET AL.

CADDO PARISH, LOUISIANA

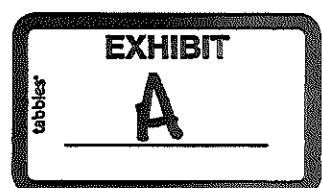
SETTLEMENT AGREEMENT

Representative plaintiffs on behalf of the Certified Class Members ("Plaintiffs") and Defendants, Regions Bank and First Guaranty Bank, by and through their counsel, hereby enter into this Settlement Agreement, providing for settlement of claims herein described against Regions Bank and First Guaranty Bank (hereinafter referred to as "the Settling Banks"), pursuant to the terms and conditions set forth below, and subject to the approval of the court.

Plaintiffs filed a class action against the Settling Banks and others in the proceeding captioned above (the "Litigation"): alleging that the Settling Banks allowed other Defendants, namely McGuire Funeral Home, Inc. and William J. ("Jimmy") McGuire (hereinafter referred to as "McGuire"), to withdraw funds from bank accounts held by the Settling Banks for pre-payment of funeral expenses for the Plaintiffs without requiring McGuire to produce death certificates for the Plaintiffs. Plaintiffs contend that the Settling Banks converted funds, breached contracts and violated La. R.S. 37:861 when they allowed McGuire to wrongfully withdraw funds placed on deposit or otherwise payable to an individual Plaintiff (the "Claims").

The settling Defendants have vigorously denied, and continue to vigorously deny, the Claims and deny any and all allegations of wrongdoing, fault, liability, breach of contract or damage of any kind to Plaintiffs, deny that they acted improperly or wrongfully in any way and believe that the Litigation has no merit. In particular, the Settling Banks deny that the referenced statute applies to them, that they breached any contract or acted contrary to law, and further assert that the Claims have prescribed, and/or any harm to the Plaintiff was caused Plaintiff's own actions or inattention, acts of others, including McGuire Funeral Home, Inc., McGuire and banks who are no longer parties to this litigation, and of which the Settling Bank have no control or responsibility.

Furthermore, the Settling Banks contend in the alternative that if Plaintiff's allegations



were proved, the Settling Banks could only be responsible for fault attributable to each of them respectively and are entitled to claim the comparative fault of Plaintiffs, McGuire and others.

The parties to this Settlement Agreement have conducted a thorough examination and investigation of the facts and law related to the matters set forth in the complaint filed in the Litigation and the Claims and have litigated this matter for over eight (8) years, have conducted extensive discovery, have argued and briefed numerous motions including the class certification motion, have filed writ applications with higher courts, and have appealed the class certification issues.

The Settling Banks have concluded that settlement is desirable in order to avoid the time and expense and risk inherent of continuing to defend the Litigation.

Plaintiffs recognize the costs and risks of continuing to prosecute the Litigation and believe that it is in the interest of all Plaintiffs to resolve finally and completely the pending and claims of the Plaintiffs against the Settling Banks;

Arm's-length, adversarial settlement negotiations have taken place between counsel for Plaintiffs and counsel for the Settling Banks, including at times some of the parties themselves, over an extended period and as a result, this Settlement Agreement has been reached, subject to Court approval; and

Representative plaintiffs and class counsel believe that this Settlement Agreement offers significant benefits to the Plaintiffs and is fair, reasonable, adequate and in the best interest of all Plaintiffs.

NOW, THEREFORE, the undersigned parties stipulate and agree that all Claims of the Class Representatives and Class Members against the Settling Banks which were brought, or which could have been brought in the Litigation shall be finally settled, discharged and resolved on the terms and conditions set forth below.

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the defined meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. "Attorneys' Fees, Cost, and Expenses" means the amounts approved by the Court

for payment to Class Counsel (as defined *infra* at Section E), including attorneys' fees, costs, litigation expenses, fees and expenses of experts, Notice and Claims Administration expenses, amounts paid to any administrator or arbitrator in connection with this agreement and any interest earned on monies allocable to such attorneys' fees, costs and expenses.

B. "Certified Class Members" means all persons who are members of the Certified Class as defined *infra* in Section IIIA except those persons who validly requested exclusion from the Class Settlement (i.e. "Opted out").

C. "Claims Administrator" means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to administer the Settlement, including implementing the Notice. The Parties agree to recommend that the Court appoint Barry Kuperman as Claims Administrator.

D. "Claimant" means a Certified Class Member who has filed an eligible claim.

E. "Class Counsel" and/or "Counsel for Plaintiffs" means J. Patrick Hennessy, Law Office of J. Patrick Hennessy, 815 Delaware Street, Shreveport, Louisiana 71106; Billy Guin, 400 Travis Street, Suite 1703, Shreveport, 71101 and Scott Bowie, 400 Travis Street, Suite 700, Shreveport, Louisiana 71101.

F. "Class Representatives" means Mary Susan Darnell Smith, through her agent Suzanne Smith Upchurch; Elbert Neuman Graves; and Linda Wallace Hooper.

G. "Court" means First Judicial District Court, Caddo Parish, Louisiana.

H. "Effective Date" means the date three business days after the date on which the Settlement and Final Order have become "Final" in that all of the following conditions have been satisfied: (1) the Judgment approving the settlement has been entered; and (2)(a) if an appeal is not sought from the Judgment, the expiration of the time for the filing of any appeal; (2)(b) if an appeal, is sought from the Judgment, the date on which the Judgment is no longer subject to judicial review.

I. "Eligible Claim" means a claim filed by or on behalf of a person who: 1) had a contract with McGuire and/or McGuire Funeral Home for a prepaid funeral and proof of same; 2) never received a funeral from McGuire or McGuire Funeral Home; 3) had money deposited in the claimant's name at one of the Settling Banks; and 4) have completed a Claim Form, and timely

submitted same to the Claims Administrator in this litigation attesting to the above facts. In order to be eligible, any claim filed must meet all criteria stated herein.

J. "Fairness Hearing" means the final hearing scheduled by the Court, after proper notice, to determine whether to approve this Settlement Agreement.

K. "Judgment" means the judgment approving this settlement.

L. "Notice" means the Court-approved form of notice of this Settlement Agreement to the Certified Class, substantially in the form of Exhibit A hereto.

M. "Notice and Claims Administration Expenses" means all reasonable costs and expenses incurred in connection with preparing, printing, mailing and publishing the Notice, processing claims, paying claims and administering the Settlement.

N. "Parties" means the Plaintiffs and the Settling Banks.

O. "Plaintiffs" means the Class Representatives of the Certified Class.

P. "Preliminary Approval Order" means the order of the Court granting preliminary approval of this Settlement Agreement authorizing the Notice and setting a date for the fairness hearing.

Q. "Released Claims" means: all Claims which were brought, or which could have been brought in the Litigation.

R. "Released Parties" or "Released Party" means Regions Bank, Regions Financial Corporation, First Guaranty Bank, their successors, predecessors, and/or all of their employees, agents, servants, executive officers, insurers, assigns, and all other persons, firms, or corporations which may be liable or claimed to be liable, of and from any and all liability, claims, demands, action, or causes of action, whatsoever their nature may be, whether known or unknown, whether asserted or not asserted, which have arisen or that might arise hereafter in plaintiffs against Regions Bank and First Guaranty and their related parties.

S. "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto.

T. "Settlement Amount" means the amount to be paid by the Settling Banks under this Settlement Agreement, in the total amount not to exceed Three Hundred Five Thousand Dollars (\$305,000.00), being the amount of One Hundred Fifty Two Thousand Five Hundred Dollars

(\$152,500.00) paid by each Settling Bank, which is inclusive of all claims, attorneys' fees, and costs (including Notice and Claims Administration Expenses).

U. "Settling Banks" means Regions Bank and First Guaranty Bank as defined herein.

V. "Settling Parties" includes all Plaintiffs, Certified Class Members, and Regions Bank, First Guaranty Bank, their successors, and their related parties.

W. "Regions Bank" means Regions Bank, its predecessors including but not limited to AmSouth Bank, its successors, predecessors, and/or all of its employees, agents, servants, officers, insurers, and assigns.

X. "First Guaranty Bank" means First Guaranty Bank, its successors, predecessors, and/or all of its employees, agents, servants, executive officers, insurers, and assigns.

II. REQUIRED EVENTS

Promptly after the execution of this Settlement Agreement by all of the undersigned:

A. Class Counsel and counsel for the Settling Banks shall notify the Court that a settlement has been reached and reduced to writing.

B. Class Counsel and counsel for the Settling Banks shall take all necessary steps to obtain approval of the Settlement Agreement and, having done so, shall take all necessary steps consistent with this Settlement Agreement to obtain judicial approval of the Class Settlement and the dismissal of the Litigation, with prejudice as to the Settling Banks.

C. Class Counsel, on behalf of the parties to this Settlement Agreement, and counsel for the Settling Banks shall submit the Settlement Agreement to the Court for Preliminary Approval, and the parties shall jointly move for:

1. Preliminary approval of the terms of this Settlement Agreement;
2. Approval of the Notice to be given to the Certified Class advising them of the Settlement and of the Fairness Hearing;
3. Approval of the Claims Administrator; and
4. Scheduling of a hearing to consider the fairness, reasonableness and adequacy of this Settlement and the application for an award of attorneys' fees and reimbursement of expenses, and to consider whether the Court

should issue a Judgment approving this Settlement Agreement.

D. Class Counsel and counsel for the Settling Banks will cooperate to undertake all reasonable actions in order to accomplish the above. In the event that the Court declines to grant Preliminary Approval or declines to issue a Final Judgment, Class Counsel and counsel for the Settling Banks agree to use all reasonable efforts, consistent with this Settlement Agreement, to cure any defect identified by the Court.

III. SETTLEMENT TERMS

A. Class Definition.

The Certified Class in the Litigation includes:

"all individuals from whom William McGuire appropriated and converted funds collected by him for the pre-payment of funeral expenses".

This Settlement, however, pertains only to Plaintiffs for whom McGuire and/or McGuire Funeral Home deposited funds into one of the Settling Banks. In some instances, it is believed that McGuire simply took money from individuals and appropriated those funds without depositing them into any bank account other than his own. Since the funds belonging to those persons were never deposited in any account with the Settling Banks into an account containing the name of such individual, those persons are not included in this Settlement. Likewise, if McGuire deposited money with a bank other than one of the Settling Banks, those persons are not included in the Certified Class for purposes of this Settlement.

The persons included in the Certified Class for purposes of this Settlement:

1. Had a contract with McGuire and/or McGuire Funeral Home for a prepaid funeral;
2. Never received a funeral from McGuire or McGuire Funeral Home;
3. Had money deposited in the class member's name at one of the Settling Banks (including a successor bank to one of the Settling Banks, including AmSouth Bank); and
4. A Legal Representative of such person may make a claim on that persons behalf upon production of a valid Power of Attorney.
5. A person, or his legal representative, making a claim may direct the Claims Administrator to pay the proceeds of this settlement to a licensed funeral home for

the purchase of a prepaid funeral for the claimant.

In order to receive payment under this Settlement such persons must also

1. Complete a Claim Form in this Litigation attesting to the above facts, and file a completed Claim Form within ninety (90) days of the Notice issued in this matter, without valid objection by the Settling Banks.

B. Payments by the Settling Banks.

The Settling Banks have agreed to pay, in full settlement of the Claims, an amount not to exceed Three Hundred Five Thousand Dollars (\$305,000.00), inclusive of all claims, attorneys' fees, and costs (including Notice and Claims Administration Expenses (the "Settlement Amount"). In the event that the Eligible Claims made in connection with this Settlement, including legal interest on those claims, attorneys' fees, and expenses, and including the expenses of administration, in aggregate total less than Three Hundred Five Thousand Dollars (\$305,000.00), the difference between the aggregate of claims, legal interest, attorneys' fees, and expenses and the sum of Three Hundred Five Thousand Dollars (\$305,000.00) will be refunded to the Settling Banks on an equal basis.

The immediately foregoing provision does not apply to the situation in which an Eligible Claim is made, but for whatever reason, the check issued in settlement is not cashed. Should that eventuality occur, the amounts representing any checks not timely cashed for an Eligible Claim will be returned to the Settling Banks on an equal basis (not including any legal or administrative fees).

C. Payment of claims.

The Notice issued in connection with this proposed Settlement will include a Claim Form (attached hereto as Exhibit "A" or if the attached form is not approved by the court, a similar form approved by the Court). Any Class Member desiring to participate in this Settlement must file a completed Claim Form within ninety (90) days of the Notice issued in this matter. Claim Forms and all supporting documentation will be provided to all counsel of record who will have the opportunity to object as provided below. If this Settlement is approved by the Court, attorneys' fees, costs, and expenses will first be deducted from the settlement amount and the remainder of settlement will be distributed pro rata in relationship to the amount of Eligible Claims, provided

that no Claimant shall be paid an amount in excess of 100% of his claim plus legal interest. By way of example, should the aggregate of the total Eligible Claims equal Three Hundred Thousand Dollars (\$300,000.00), and there remain after payment of attorneys' fees and costs, the sum of Two Hundred Thousand Dollars (\$200,000.00), each claimant will receive two-thirds (2/3) of the amount of his or her Eligible Claim.

It is anticipated that certain of the Plaintiffs may have died or become incapacitated during the pendency of the Litigation. In order to make an Eligible Claim on behalf of a Plaintiff, a person will be entitled to make a claim if he can produce a Judgment of Possession, acceptable Power of Attorney in his favor, or a receipt showing payment by him of the Plaintiff's funeral bill.

Should any Settlement Funds remain after all administrative costs, attorney's fees and accepted Claims (including legal interest) are paid, those remaining Settlement Funds will be returned equally to the Settling Banks.

D. Disputes.

Ninety (90) days after notice to the class is given to the Class Members by mail and by publication as provide herein, the claims period will be deemed closed. The Claims Administrator will then have thirty (30) days to certify the Claimants' names, address, claim amount as well as the Claim Form and other necessary documentation to all parties for consideration. The Plaintiff Class and the Settling Banks have thirty (30) days from the date the Claim Form and supporting documentation is served on all counsel of record to dispute a claim. In the event a claim is disputed by the Plaintiff Class or the Settling Banks, the claimant will be notified and as a part of that notice will be informed that the claimant may appeal the objection to his or her claim. Such claimant will have thirty (30) days to appeal and all appeals will be submitted to Barry Kuperman, P.O. Box 1581, Haughton, Louisiana 71037 whose decision on such claim and appeal will be final.

E. Attorneys' Fees.

Class Counsel intends to make an application for attorneys' fees equal to one-third (1/3) of the amount of the settlement. Any attorneys' fees approved by the Court will be calculated on and paid from the total settlement even if the amount of claims is ultimately less than the amount remaining after the payment of attorneys' fees, costs, and expenses.

F. Notice.

Notice of this Settlement and the Hearing will be published in the Caddo Citizen and will be mailed to the last known address of all known Plaintiffs and Class Members and will be posted on the website of undersigned counsel (as will this entire Settlement Agreement). Such Notice will include a Claim Form. The proposed Notice and Claim Form are attached hereto as Exhibit "A" and Exhibit "B", respectively.

VI. OBJECTIONS BY CERTIFIED CLASS MEMBERS

A. Any Plaintiff or Class Member who intends to object to the fairness, reasonableness and adequacy of the Class Settlement (hereinafter "Objections") must file a written Objection with the Court within thirty (30) days of service of the Claim Form and supporting documentation on all counsel and mail a copy to the Claims Administrator, to Regions Bank, First Guaranty Bank, and, to Class Counsel at the address as set forth below postmarked not later than the date specified in the Court's Preliminary Approval Order and the Notice. Plaintiffs or Class Members making objections must set forth their full name, current address and telephone number. Objections must be served:

Upon Claims Administrator at

Barry Kuperman
PO Box 1581
Haughton, La. 71037

Upon Regions Bank at:

Regions Bank c/o Bernard Johnson
Cook, Yancey, King & Galloway
333 Texas Street, Suite 1700
Shreveport, LA 71101

Upon First Guaranty Bank at:

First Guaranty Bank
Attn: Alton B. Lewis, Jr.
400 East Thomas Street
Hammond, La. 70401

With a copy to:

Andre G. Coudrain
Cashe Coudrain & Sandage
Post Office Drawer 1509
Hammond, La. 70404

Upon Class Counsel at:

Mr. J. Patrick Hennessy
Law Office of J. Patrick Hennessy
P O Box 91
Shreveport, Louisiana 71161

B. Objecting Class Members or Plaintiffs must state in writing all Objections and the reasons therefore, and a statement whether the Objector intends to appear at the Fairness Hearing either with or without separate counsel. No Class Member or Plaintiff shall be entitled to be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement Agreement, and no written objections or briefs submitted by any member of the Certified Class or Plaintiff shall be received or considered by the Court at the Settlement Fairness Hearing, unless written notice of the Certified Class Member or Plaintiff's intention to appear at the Settlement Fairness Hearing and copies of any written objection or briefs shall have been filed with the Court and served on the Claims Administrator and counsel for Parties on or before the date specified in the Preliminary Approval Order and Notice. Members of the Certified Class or Plaintiffs who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objection (whether by appeal or otherwise) to the Settlement Agreement.

C. Upon expiration of the deadline for filing objections to the settlement as set forth in the Preliminary Approval Order and Notice, and on the date set forth in the Preliminary Approval Order, a settlement Fairness Hearing shall be conducted to determine final approval of the settlement along with the amount properly payable for attorneys' fees, costs and expenses. Upon final approval of the settlement by the Court at or after the settlement Fairness Hearing, the Parties shall present the Final Order and Judgment to the Court for approval.

VII. RELEASES, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. It is hereby agreed that upon the Effective Date, the Plaintiffs and their heirs, executors, estates, predecessors, successors, assigns, agents and representatives shall be deemed to have jointly and severally released and forever discharged the Settling Banks, their successors, and Released Parties from any and all Claims and Released Claims, whether known or unknown, and shall be fully and forever barred and enjoined from instituting or prosecuting in any court or

tribunal, either directly or indirectly, individually or representatively, any and all Claims or Released Claims against any of the Settling Banks or Released Parties.

B. Upon the Effective Date, the above Litigation shall be dismissed with prejudice as to Regions Bank and First Guaranty Bank.

C. Notwithstanding the above, the Court shall retain jurisdiction over the parties to the Settlement Agreement with respect to the future performance of the terms of the Settlement Agreement. In the event that any applications for relief are made, such applications will be made to the Court with notice to the parties to this Settlement Agreement and their counsel.

D. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Certified Class Members and Plaintiffs; and (ii) the Settling Banks shall not be subject to liability or expense of any kind to any Certified Class Members or Plaintiff, who shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal with regard to any and all Claims and Released Claims.

E. The Certified Class retains any and all claims it may have against any party other than the Released Parties, their successors, and Related Parties.

VIII. EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

A. In the event (i) the Court does not enter the Preliminary Approval Order specified in this Settlement Agreement; (ii) the Court does not finally approve the settlement as provided in this Settlement Agreement; (iii) the Court does not enter the Judgment as provided in this Settlement Agreement; or (iv) the settlement does not become final for any other reason, and the Parties, in their sole and unfettered discretion following reasonable efforts, do not agree in writing to modify this Settlement Agreement and the Settlement is not consummated, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance shall be vacated *nunc pro tunc*.

B. In such a case, the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the settlement shall be stayed pending final resolution of the appeal or other appellate review.

IX. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

A. In the event the Settlement Agreement is terminated according to its terms, (i) all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Settling Parties, shall not be deemed or construed to be an admission by any Settling Party of any act, matter or proposition and shall not be used in any manner or for any purpose in any subsequent proceeding in the Litigation or in any other action or proceeding; (ii) other than as expressly preserved by this Agreement in the event of its termination, this Agreement shall have no further force and effect with respect to any Settling Party and shall not be used in the Litigation or any other proceeding for any purpose; and (iii) any Settling Party may elect to move the Court pursuant to the provisions of this Paragraph, and none of the nonmoving Settling Parties (or their counsel) shall oppose any such motion.

B. The Settling Banks and the Related Parties deny any and all charges alleged in the Litigation and deny all wrongdoing whatsoever. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be disclosed or referred to for any purpose, or offered or received in evidence, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding against the Settling Banks or any of the Related Parties except for purposes of settling this action pursuant to this Settlement Agreement. The limitations set forth in this paragraph do not apply to use and/or disclosure by the Settling Banks or any of the Related Parties against members of the Certified Class or third parties for purposes of supporting a defense or counterclaim of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory or claim of issue preclusion or similar defense or counterclaim.

X. ATTORNEYS' FEES AND EXPENSES

A. The Settling Banks have agreed to pay \$305,000.00 in full settlement of this matter. The amount paid by the Settling Banks is to be payment in full for this settlement inclusive of all claims, attorneys' fees, costs and expenses, including the costs of administering this agreement.

B. Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees. Class Counsel intends to apply for a fee equal to 33 1/3 % of all amounts paid by the Settling

Banks which will include costs and expenses including the costs of administration (1/3 of \$305,000.00 or \$101,666.66). The actual award of attorneys' fees, costs, and expenses will be determined by the Court.

C. The Settling Banks and their attorneys agree not to oppose any application for attorneys' fees, costs or expenses by Class Counsel so long as such applications are consistent with the provisions of this Settlement Agreement

XI. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel who are signatories hereof represent and warrant that they have the authority, on behalf of Class representatives Mary Susan Darnell Smith, through her agent, Suzanne Smith Upchurch, Elbert Neuman Graves, and Linda Wallace Hooper, to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Class Counsel further warrants and represents that they have authority to seek the dismissal with prejudice as contemplated above. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal valid and binding obligation.

B. The Settling Banks represent and warrant that they have authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Regions Bank and First Guaranty Bank of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Regions Bank and First Guaranty Bank. This Settlement Agreement has been duly and validly executed and delivered by Regions Bank and First Guaranty Bank and constitutes its legal, valid and binding obligations.

XII. MISCELLANEOUS PROVISIONS

A. No payments shall be made by the Settling Banks pursuant to this Settlement Agreement until after the Effective Date. After the Settlement Amount is deposited in trust in an account at Barksdale Federal Credit Union for the disbursements as provided herein, the Settling Banks will be deemed to have fully complied with the terms of this Settlement Agreement and the release and satisfaction of all claims by the Certified Class Members as to the Settling Banks shall be then deemed of full effect without any additional formality.

B. If this Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Settlement Agreement.

C. All proceedings with respect to administration, processing and determination of claims described in this Settlement Agreement, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

D. Neither this Settlement Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement is intended to be or shall be construed as or deemed to be evidence of any admission or concession by the Settling Banks of any liability or wrongdoing or of the truth of any allegations in any complaint, and none of them shall be admissible in evidence for any such purpose in this or any other proceeding.

E. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

F. This Settlement Agreement, including all appendices and exhibits attached hereto, may not be modified or amended except in writing signed by all parties hereto.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Louisiana, without giving effect to any of its conflict of laws provisions.

I. Except as specifically provided in this Settlement Agreement, each Settling Party shall bear its own costs and attorneys' fees including taxable court costs.

J. Integrated Agreement.

1. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

Mary Susan Darnell Smith v. McGuire Funeral Home, Inc., et al
Settlement Agreement

2. This Settlement Agreement and the Exhibits hereto constitute the entire fully integrated agreement among the Settling Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action. The parties each covenant and warrant that they have not relied upon any promise, representation or undertaking not set forth in writing herein to enter into this Settlement Agreement.

K. If any provision, paragraph, section, article, or other portion of this Agreement is found to be void, all of the remaining portions of this Agreement shall remain in effect and be binding upon mutual agreement of the parties, unless it is a material inducement to the entry of this Agreement by any party.

L. The parties reserve the right, subject to the Court's approval, to make any reasonable extensions of that time that might be necessary to carry out any of the provisions of this Settlement Agreement.

M. Any notice, request or instruction or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

To Claims Administrator at:

Barry Kuperman
PO Box 1581
Haughton, LA 71037

Upon Regions Bank at:

Regions Bank c/o Bernard S. Johnson
Cook, Yancey, King & Galloway
Shreveport, LA 71101

Upon First Guaranty Bank at:

First Guaranty Bank
Attn: Alton B. Lewis, Jr.
400 East Thomas Street
Hammond, LA 70401

With a copy to:

Andre G. Coudrain
Cashe Coudrain & Sandage
Post Office Drawer 1509
Hammond, LA 70404

Upon Class Counsel at:

Mr. J. Patrick Hennessy
Law Office of J. Patrick Hennessy
P.O. Box 91
Shreveport, LA 71161

N. The determination of the terms of, and the drafting of, this Settlement Agreement including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all parties and their counsel. Because this Agreement was drafted with the participation of all parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the parties to this Agreement.

O. The parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of this action and have arrived at this Settlement Agreement in arm's-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the parties and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below:

Class Representatives:

Mary Susan Darnell Smith,
through her agent Suzanne Smith Upchurch

Date: _____

Elbert Neuman Graves

Date: _____


Linda Wallace Hooper.

Date: 04-21-15

With a copy to:

Andre G. Coudrain
Cashe Coudrain & Sandage
Post Office Drawer 1509
Hammond, LA 70404

Upon Class Counsel at:

Mr. J. Patrick Hennessy
Law Office of J. Patrick Hennessy
P.O. Box 91
Shreveport, LA 71161

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Class Representatives:

Mary Susan Darnell Smith,
through her agent Suzanne Smith Upchurch

Date: _____

Elbert Neuman Graves
Elbert Neuman Graves

Date: 4-20-2015

Linda Wallace Hooper.

Date: _____

With a copy to:

Andre G. Coudrain
Cashe Coudrain & Sandage
Post Office Drawer 1509
Hammond, LA 70404

Upon Class Counsel at:

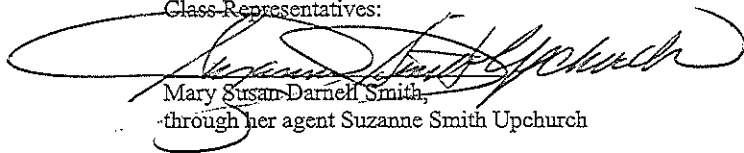
Mr. J. Patrick Hennessy
Law Office of J. Patrick Hennessy
P.O. Box 91
Shreveport, LA 71161

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Class Representatives:


Mary Susan Darnell Smith,
through her agent Suzanne Smith Upchurch

Date:

4/21/2015

Elbert Neuman Graves

Date: _____

Linda Wallace Hooper.

Date: _____

J. Patrick Hennessy (#6791)
LAW OFFICE OF J. PATRICK HENNESSY
P.O. Box 91
Shreveport, LA 71161
Class Counsel

Date: _____

BILLY GUIN (#06587)
400 Travis, Suite 1703
Shreveport, LA 71101
Class Counsel

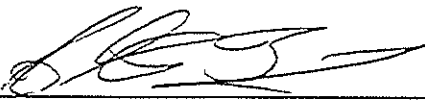
Date: _____

R. SCOTT BOWIE (#01724)
Daye, Bowie & Beresko, APLC
400 Travis, Suite 700
Shreveport, LA 71101
Class Counsel

Date: _____

Regions Bank c/o Bernard S. Johnson
Cook, Yancey, King & Galloway
Shreveport, LA 71101
Counsel for Regions Bank

Date: _____

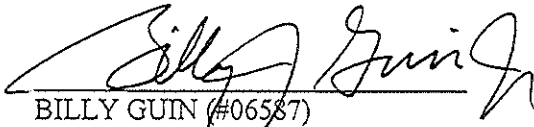


First Guaranty Bank
Alton B. Lewis, Jr., President and CEO
400 East Thomas Street
Hammond, LA 70401

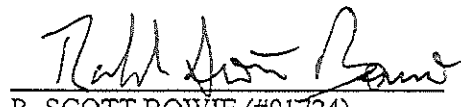
Date: 20 April 2015

J. Patrick Hennessy (#6791)
LAW OFFICE OF J. PATRICK HENNESSY
P.O. Box 91
Shreveport, LA 71161
Class Counsel

Date: _____


BILLY GUIN (#06587)
400 Travis, Suite 1703
Shreveport, LA 71101
Class Counsel

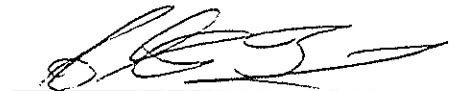
Date: 4/30/15


R. SCOTT BOWIE (#01724)
Daye, Bowie & Beresko, APLC
400 Travis, Suite 700
Shreveport, LA 71101
Class Counsel

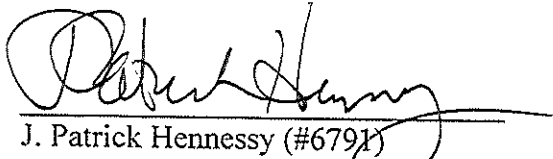
Date: 5/6/15

Regions Bank c/o Bernard S. Johnson
Cook, Yancey, King & Galloway
Shreveport, LA 71101
Counsel for Regions Bank

Date: _____


First Guaranty Bank
Alton B. Lewis, Jr., President and CEO
400 East Thomas Street
Hammond, LA 70401

Date: 20 April 2015



J. Patrick Hennessy (#6791)

LAW OFFICE OF J. PATRICK HENNESSY

P.O. Box 91

Shreveport, Louisiana 71161

Class Counsel

Date: 4/29/2015

BILLY GUIN (#06587)

400 Travis, Suite 1703

Shreveport, La. 71101

Class Counsel

Date: _____

R. SCOTT BOWIE (#01724)

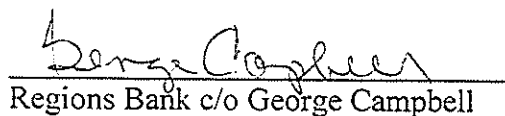
Daye, Bowie & Beresko, APLC

400 Travis, Suite 700

Shreveport, La. 71101

Class Counsel

Date: _____


Regions Bank c/o George Campbell

Executive Vice President

1500 North 18th Street

Monroe, LA 71201

Date: 4/27/15

First Guaranty Bank

Alton B. Lewis, Jr., President and CEO

400 East Thomas Street

Hammond, La. 70401

Date: _____

MARY SUSAN DARNELL SMITH
THROUGH HER AGENT
SUZANNE SMITH UPCHURCH

NUMBER: 520,113-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

MCGUIRE FUNERAL HOME, INC.,
ET AL.

CADDO PARISH, LOUISIANA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be a member of the certified class in the above captioned lawsuit. YOU ARE NOT BEING SUED.

In March of 2008, you should have received notice of the class certification in this case. This litigation arose out of the alleged conversion by William J. ("Jimmy") McGuire and McGuire Funeral Home, Inc. (hereinafter referred to as "McGuire") of funds entrusted to McGuire by members of the Plaintiff class for pre-payment of funeral expenses. In most cases, the funds paid to McGuire were deposited into accounts of the settling banks and those funds were later withdrawn by McGuire. This settlement concerns only the settling banks, namely, Regions bank and First Guaranty Bank, and only covers those class members whose funds were deposited into one of the settling banks.

The Basis of the Claim Against The Settling Banks

The class representatives in this matter allege that the settling banks allowed McGuire to draw on bank accounts held by the settling banks for prepayment of funeral expenses for certain class members without requiring McGuire to first produce death certificates for those class members.

The settling banks have vigorously denied, and continue to vigorously deny, the claims and deny that they acted improperly or wrongfully in any way and believe that the litigation has no merit.

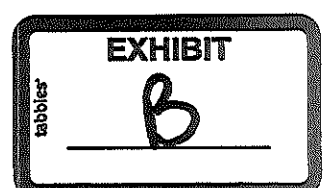
The settling banks also contend that they can only be held responsible for any failure attributable to them and are entitled to claim the comparative fault of the plaintiffs, McGuire and others.

Although the settling banks have continued to deny any responsibility for the acts of McGuire, they have each concluded that settlement is desirable in order to avoid the time, expense, and risk inherent in continuing to defend the litigation. Plaintiffs, likewise, recognize the costs and risk of continuing to prosecute litigation and believe that it is the best interest of the Plaintiffs' class to resolve fully and completely the pending claims of plaintiffs against the settling banks.

The Proposed Settlement

The settling banks have agreed to pay, in full settlement of the claims, an amount not to exceed \$305,000.00, inclusive of all claims, attorneys' fees, and costs, including the cost of administering the settlement. As a class member, you are required to file a "Proof of Claim" to participate in this settlement. A form for that Proof of Claim is attached to this Notice.

If the person who originally deposited funds with McGuire for prepayment of his funeral expenses has since died or become incapacitated, a representative of that person may make claim, if he can produce a Judgment of Possession, a Power of Attorney in his favor, or a receipt showing payment by him of that person's funeral bill.



You may, if you choose, to direct the Claims Administrator to pay any funds due to you from this Settlement to pay a licensed funeral home for the purchase of a prepaid funeral

YOU MUST FILE A CLAIM FORM IN ORDER TO BE ENTITLED TO COMPENSATION IN THIS ACTION WITHIN NINETY (90) DAYS OF THE MAILING OF THIS NOTICE. THIS NOTICE WAS MAILED ON _____.

SEND PROOF OF CLAIM FORMS TO THE CLAIMS ADMINISTRATOR:

Barry Kuperman
P.O. Box 1581
Haughton, Louisiana 71037

Disputes

In the event a claim is disputed by the Plaintiffs' class or the settling banks, the claimant will be notified, and as part of that notice, will be informed that the claimant may appeal the objection to his claim. Any such objection will be submitted to an Arbitrator chosen by the Plaintiffs' class and the settling Defendants. The decision on such an objection by the Arbitrator will be final.

Costs

If this settlement is approved by the Court, attorneys' fees, costs, and expenses will first be deducted from the settlement amount and the remainder of the settlement will be distributed pro-rata in relationship to the amount of claims provided claims made. However, in no event will a claimant be entitled to recover in excess of 100% of his claim, plus legal interest.

Undersigned counsel for the class intend to apply to the Court for an award of one-third (1/3) of the amount of the settlement. If approved, attorneys will accept the one-third (1/3) in full settlement of its attorneys' fees and all expenses, including the expense of administering this settlement.

The Settlement Fairness Hearing

The Court will conduct a hearing (the "Fairness Hearing") at the Caddo Parish Courthouse, 501 Texas Street, Shreveport, Louisiana 71101 on _____, 2015. The purpose of the Fairness Hearing will be to determine whether the proposed settlement is fair, adequate and proper; and whether the court should enter a judgment approving the settlement, and approving attorneys' fees and expenses, and dismissing the class action. You have the right to attend, but you are not required to attend. Attendance or non-attendance will not affect any distribution to which you may be entitled under the Settlement.

YOUR RIGHT TO APPEAR AND OBJECT TO THE PROPOSED SETTLEMENT

Any member of the class may appear at the Fairness Hearing in person or by a duly authorized attorney and show cause, if any, why the settlement should not be approved; provided that no class member shall be heard unless, on or before _____, 2015, the class member files with the court an objection and a Notice of Intent to Appear with the Clerk of Court **AND** mails copies of all the Objection and Notice to Appear to counsel for the class and counsel for the settling banks at the addresses specified below:

Office of the Clerk of Court
Hon. Gary Loftin
Caddo Parish Clerk of Court
501 Texas Street, Room 103
Shreveport, Louisiana 71101

Counsel for Regions Bank

Bernard Johnson
Cook, Yancey, King & Galloway
333 Texas Street, Suite 1700
Shreveport, Louisiana 71101

Counsel for First Guaranty Bank

Andre G. Coudrain
Cashe Coudrain & Sandage
Post Office Drawer 1509
Hammond, Louisiana 70404

Plaintiffs Counsel

J. Patrick Hennessy
Law Office of J. Patrick Hennessy
Post Office Box 91
Shreveport, Louisiana 71161

Any such objection and Notice should include the caption of this lawsuit which is shown in the heading of this Notice and state the nature of the objection.

Availability of the Pleadings and the Proposed Settlement

The Pleadings and the Proposed Settlement and all other papers filed in this action are available for inspection in the Office of the Clerk of Court identified above. The documents on file with the court may be examined by any member of the class in person or by counsel during normal court hours. A copy of the Proposed Settlement Agreement is also available online at www.jphlaw.net under the tab "Current Cases, McGuire Settlement Agreement".

The Clerk of Court cannot give legal advice. Please do not call or write the court. If you have any questions concerning this Notice, please submit those questions in writing to J. Patrick Hennessy, P.O. Box 91, Shreveport, Louisiana 71161-0091. Please include your contact information.

Dated: _____

MARY SUSAN DARNELL SMITH
THROUGH HER AGENT
SUZANNE SMITH UPCHURCH

NUMBER: 520,113-B

VERSUS

FIRST JUDICIAL DISTRICT COURT

MCGUIRE FUNERAL HOME, INC.,
ET AL.

CADDO PARISH, LOUISIANA

PROOF OF CLAIM FORM

1. By my signature below, I hereby certify that I purchased a prepaid funeral from McGuire Funeral Home, Inc. and that the money was not returned to me. (If you are the legal representative of such person, so indicate and, attach a copy of your Power of Attorney.)

SIGNATURE

Print your name

Date

2. If you are the heir of someone who purchased a prepaid funeral from McGuire Funeral Home, Inc. and your relative did not receive a funeral from McGuire Funeral Home, Inc., you should fill out this form.

I (name) _____ am the (son/daughter/heir) _____ of (deceased) _____. My (relative) _____ purchased prepaid funeral from McGuire Funeral Home, Inc. My (relative) _____ died on (date) _____ and I did not receive any money or any services from McGuire Funeral Home, Inc. (Attach Judgment of Possession, Affidavit of Death and Heirship, or Funeral bill for your relative.)

NAME OF DECEASED

Your relationship to the deceased

SIGNATURE

Print your name

Date

FOLD & MAIL

