

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	
ATTORNEY GENERAL)	Case No.: 15-CV-8373
MICHAEL DEWINE)	
)	
PLAINTIFF,)	
)	Judge Holbrook
v.)	
)	
MCNABB FUNERAL HOME, Inc., et al.,)	
)	
DEFENDANTS)	

CONSENT JUDGMENT AND FINAL AGREED ORDER AND ENTRY

This matter came to be heard upon the filing of a complaint by Plaintiff, State of Ohio ex rel. Attorney General Michael DeWine ("Plaintiff"), alleging Defendants McNabb Funeral Home, Inc. and Ronald McNabb (collectively "Defendants") violated the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq. In order to avoid unnecessary costs and further litigation, Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against McNabb Funeral Home, Inc. and Ronald McNabb, without any finding or admission of misconduct by the Defendants.

By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), the Defendants submit to the personal jurisdiction of this Court and consent to the entry of this judgment. For purposes of settlement only, Defendants consent to the imposition of this Order, and to the rights of Plaintiff to enforce this Order. It is also agreed and understood that Mr. McNabb's consent has been approved by Truphelia Parker, Mr. McNabb's daughter, in her capacity as his attorney-in-fact, under a power of attorney dated April 27, 2015.

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ATTORNEY GENERAL OF OHIO

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FINDINGS OF FACT

1. Defendant McNabb Funeral Home, Inc. is a corporation incorporated in the State of Ohio. It previously had its primary place of business in Franklin County.
2. Defendant Ronald McNabb is an individual who had an ownership interest in and served as the funeral home director for McNabb Funeral home, Inc. Ronald McNabb is 78 years old.
3. Defendant McNabb Funeral Home, Inc. was a funeral home in Columbus, Ohio. It was previously a licensed funeral home facility with the Ohio Board of Embalmers and Funeral Directors, and held funeral home license number FH.002831.
4. Defendant Ronald McNabb served as the funeral director, an officer and owner for Defendant McNabb Funeral Home, Inc. He was previously a licensed funeral director with the Ohio Board of Embalmers and Funeral Directors, and held funeral director license number DUAL.006155.
5. On November 3, 2005, the funeral home operated by Defendants was significantly damaged in a fire and Defendants closed the funeral home.
6. Defendants decided, due to the fire and Mr. McNabb's age and health, not to renew their licenses with the Ohio Funeral Board of Embalmers and Funeral Directors, and their licenses lapsed on or about December 31, 2014.
7. Defendants do not plan to reopen McNabb Funeral Home or another funeral home.
8. Prior to closing, Defendants entered into preneed funeral agreements with consumers and third-party insurance providers. Pursuant to the agreements, the insurance provider will pay Defendants for the agreed upon funeral services upon the beneficiary's death and Defendants are obligated to provide the services. Most of the agreements state that if, at

the time of the beneficiary's death, it is impossible for Defendants to provide the services, the beneficiary will be refunded by the insurance provider, at a minimum, the premiums they paid and/or an alternative funeral home may provide the services.

CONCLUSIONS OF LAW

1. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07 and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
3. Venue is proper for this Court pursuant to Civ. R. 3(B)(2) in that Defendants' primary place of business is in Franklin County.
4. Defendants are suppliers as that term is defined in R.C. 1345.01(C), since Defendants engaged in the business of effecting or soliciting consumer transactions, by offering for sale, selling or financing the purchase of funeral services and prepaid funeral services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
5. Because Defendants have closed their funeral home, no longer have funeral licenses, and never intend to open a new funeral home, it is impossible for Defendants to provide the funeral services under the preneed funeral contracts referenced in Findings of Fact ¶ 8.

ORDER

For the purposes of affecting this CONSENT JUDGMENT AND AGREED ENTRY AND ORDER, it is hereby ORDERED, ADJUDGED AND DECREED that:

I. Defendants are ORDERED to, within 90 days of the date of this Consent Judgment, send a letter to each beneficiary (or the beneficiary's designated contact) for whom the Defendants have in their possession a record of a preneed funeral contract. The letter must:

- a. Include a copy of the beneficiary's preneed funeral contract or such information as the Defendants possess related to such a contract;
- b. Notify the consumer that McNabb Funeral Home is no longer in business and will be unable to provide the funeral services;
- c. Notify the beneficiary that, subject to the terms of the beneficiary's contract with the insurance provider, the beneficiary may obtain a refund from the insurance provider of the monies paid for the contract and, in some instances depending on the policy language, may also obtain interest related to such payments. Defendant is to inform the beneficiary that, subject to the terms of the policy, upon the beneficiary's death the insurance proceeds may be refunded by the insurance provider or the beneficiary's survivors may be allowed to select a new funeral home to provide the services covered by the policy. Defendants may recommend an alternative funeral home to the beneficiary, but Defendants may not require that the beneficiary use a particular funeral home.
- d. Contain a mailing address (which may be a Post Office box) and phone number at which beneficiaries may contact Defendants or Defendants' agent. Defendants must maintain the mailing address and phone number for at least one (1) year from the date the letter is sent.

2. Defendants are ORDERED to, within 90 days of the date of this Consent Judgment, send a letter to each insurance company or trustee that is party to a preneed funeral contract with Defendants. The letter will notify the insurance company or trustee that Defendants have ceased operations, no longer have funeral licenses, are no longer able to provide the services listed in the contracts, and release the insurance carrier to pay other service providers selected by the beneficiary in accordance with the terms of the policy.
3. Defendants are PERMANENTLY ENJOINED from opposing an attempt by a beneficiary or the beneficiary's survivors to have a preneed funeral contract refunded by the insurance company or trustee or to have the funeral services provided by an alternative funeral home.
4. Defendants, or their agent, are ORDERED to maintain copies of all preneed funeral contracts in their possession for one (1) year from the date of this Consent Judgment.
5. Defendants are ORDERED, jointly and severally, to make a payment to the Ohio Attorney General's Consumer Protection Enforcement Fund in the total amount of Five Thousand Dollars (\$5,000). The full amount of the payment is suspended upon timely compliance with this Consent Judgment, and specifically ¶¶ 1-4 of the Order. If Defendants fail to comply with these provisions, the full amount of the payment is payable upon demand.
6. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned condoned, or approved any part or aspect of their business operations.
7. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs after the 90 day period described above to compel the Defendants to abide by this Consent Judgment, Defendants shall be liable to the Ohio

Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees.

8. Defendants are jointly and severally liable for the payment of all court costs.

Date

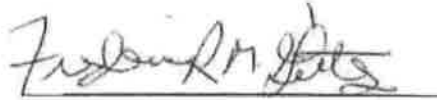
Judge Holbrook

Agreed to and approved by:



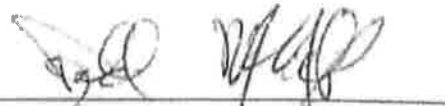
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McNabb Funeral Home, Inc. and
Ronald McNabb



Ronald McNabb
Defendant

Franklin County Court of Common Pleas

Date: 02-29-2016
Case Title: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-
MCNABB FUNERAL HOME INC ET AL
Case Number: 15CV008373
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in cursive script, reading "Michael J. Holbrook", is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY OHIO" and "CLERK OF COURTS".

/s/ Judge Michael J. Holbrook