

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

ELIZABETH HARRIS, et al.

Plaintiffs,

VS.

No. _____

**FOREST HILL FUNERAL HOME
AND MEMORIAL PARK-EAST, LLC,
and TENNESSEE CEMETERIES, INC.,
FORETHOUGHT FEDERAL SAVINGS BANK,
FORETHOUGHT LIFE INSURANCE CO.,
and COMMUNITY TRUST & INVESTMENT CO., INC.,
INDIAN NATION, LLC, QUEST MINERAL AND
EXPLORATION, INC., CLAYTON SMART,
and STEPHEN W. SMITH,**

JURY DEMANDED

Defendants.

CLASS ACTION COMPLAINT

COMES NOW the Plaintiffs, Elizabeth Harris, Jimmie D. and Hazel F Crenshaw, Mary Free Brown, William H. Lee, William C. Dorsey and Elizabeth J. Dorsey, Judy C. Hunt, Betty Stearnes Webb, Jonas Beckley and Geraldine Beckley, Jerry D. Austin and Helen Marie Austin, Bernice O. Austin, Shirley Taylor, David Rikard, Bertie M. Snyder, Donald and Patricia Daniels, Mary Bardo, Martin and Katherine Wells, Robert E. and Patsy J. Holden, Thomas Wayne and Ludie Willis, Earnest F. Cook, Barbara Cox Stewart, James and Johnnie Blakey, Robert and Joyce McCollum, Wendell and Thais Watson, Billy and Sherri L. Cagle, Carl Honneker, Daisy Mettler, Linda Simms, James Houston, Wanda F. and Charles R. Martin, Alex G. Broome, Mary C. Olive, Mary Stamps, Mary Albert, Leslie and Yenti Wilson, Daniel D. Thompson, Jim and Nelda Malone, Alfred D. Montgomery, Ronald Downen, Patsy McCrory, Wanda Willey Criscoe,

Mary D. Richardson, Ann Thomas Killen, Gloria C. Dickey, Harold E. Honeycutt, Louise Johnson Youngblood, Gloria Bizzle James and Clarence W. James, Robert E. and Julina A. Roberson, Warren C. Garrett, Ann Stephenson, Wilburn L. and Jean A. Leach, Ernestine Greenwood, Elsie Capps, Bobby and Elsie Hubbard, James B. Duke, Milton Hughes, William A. and Judy James, Sally L. Box Thomas, Foriest Jack and Billie F. Cooper, Ron and Betty Scobey, Jerry V. and May D. Arnold, Bobby and Barbara Todd, Earis Culver, Silas D. and Zella L. Carpenter, Marlene Tennyson Bell, Louise Williams Grant, Michael Daily and Nancy DeLorme Daily, Lillie Jane Taylor, James T. and Ila Joy King, Willadean Thrasher, Kenneth and Linda Park, Charles and Mary Douglas, Sammie E. Curtis, Harry E. Hansel, Marilyn Murray Waites, Henry S. and Frenita B. Carlile, Karen A. Dean, Sheila Johnson, Ebby G. and Gloria P. Williams, Larry W. and Deborah Yoakum, Shirley and Jon DeShouten, Anthony and Dolores Asaro, Anna J. Winter, Martha Leath Faulkner, William H. and Marsha G. Lee and Bobbie J. Brown, Troy and Brenda J. Fowler, Elizabeth Lollar White, Bobbie Cochran, Bessie Artioli, Doris E. Hume, Rufus Ray and Dorothy J. Chaudoin, M.J. and Betty Hood, Mary D. Robertson, Bryan J. and Andrea Shaw, Treva Jean Carnahan George, Nancy Sowell Thomas, Rickey and Janet Neal, Amos and Ulma Carmical, Wade and Bonita Brewer, James and Maedyne Jenkins, David Miller and Mary Maddox Miller, Bonnie Beasley, Billy and Margaret Huey, Ruby Gregory Millner, James and Bernice Payne, James and Beverly Barnes, James Moore and Judy Shelley Moore, James and Sybil Alpuente, Wilson and Phyllis Ray, Charles and Donna Askew, Margaret Askew, Edward Pamer, William Hillhouse, Kathleen Wright, Robert and Maxine Joyner, Dorothy Schexnayder, Dorothy Stilwell, Joyce M. Jernigan, Crystal Blackley, Louie and Hayse Price, Mary Carter, Willie Mae Holcomb, Mark Printup, James and Rose Marie Burgess, Corrine Brent, James and Pamela Howell, Maria Davis, Madeline Hendrix, Wallace and Rosa

Lee Houck, Warren and Sharon O’Conner, Carolyn Holt, Leonard and Mary Beve Goza, Dale and Virginia Chapman, Sheila Smith, Harold and Elizabeth Truebger, Bobby and Carolyn Grooms, Ethel Tubbs Barton, Thomas and Doris Solomon, Bobby and Peggy Jumper, Robert Terrell, Sr., Robert Terrell, Jr., Ada Stidham, Beverly Farrell, Steve and Diane Trent, Helen I. Porter, Frank Miller and Patricia Leatherwood Miller, Eugene and Cynthia Johnson, Wayne and Etheline Houston, Wesson Holden, Clarence Holt, Amos Kilpatrick, Charles and Linda Grieme, Lonnie McKenzie, Polly L. Smith, Ocaquie and Eula Clayborn, Willie Lott, Walter and Bobbie Liles, William Stidham, Albert and Veronica Morris, John Truebger, Donald and Linda Lockett, Katherine Creasy Rhea, Eural and Mildred Jacks, Maxine Cooper, Lon and Marilyn Weaver, Albert and Deloris Crouch, and William Hudson (hereinafter “Plaintiffs”) on behalf of themselves and for all other persons similarly situated, by and through their legal counsel, Kevin A. Snider of Snider & Horner, PLLC, and offers their Complaint pursuant to the Federal Rules of Civil Procedure and for their cause of action would state:

GENERAL STATEMENTS

1. The Plaintiffs file this Class Action Complaint seeking damages on behalf of themselves and others similarly situated due to their status as parties to contracts for future funeral and/or burial services, hereinafter referenced as “Pre-Need Contracts”, with the Defendant companies.

2. The Defendant, Forest Hill Funeral Home and Memorial Park-East, LLC (hereinafter referred to as “Defendant” and/or “Forest Hill”), was and is a corporation authorized to transact business in the State of Tennessee and may be served with process through its registered agent: Incorp Services, Inc., 7176 Forrest Oaks Drive, Nashville, Tennessee 37221.

3. The Defendant Tennessee Cemeteries, Inc., (hereinafter referred to as “Defendant” and/or “Tennessee Cemeteries”), was and is a corporation authorized to transact business in the State of Tennessee and may be served with process through its attorney: C. Barry Ward, at Glankler, Brown, PLLC, One Commerce Square, Seventeenth Floor, Memphis, Tennessee, 38103-2566 or through its agent: Ian F. Murray at 5583 Murray Road, Suite 290, Memphis, Tennessee 38119.

4. The Defendant Forethought Federal Savings Bank, (hereinafter referred to as “Defendant” and/or “Forethought Bank”), was and is a federally chartered savings and loan bank organized and having its principal place of business in Batesville, Indiana and may be served with process through its agent: David K. Mullen, at One Forethought Center, Batesville, Indiana 47006.

5. The Defendant Forethought Life Insurance Company, (hereinafter referred to as “Defendant” and/or “Forethought Life Insurance”), was and is a corporation organized and having its principal place of business in the State of Indiana and doing business within the State of Tennessee and may be served through the Tennessee Commissioner of Insurance at 500 James Robertson Parkway, 5th Floor, Nashville, Tennessee 37243.

6. The Defendant Community Trust and Investment Company, (hereinafter referred to as “Defendant” and/or “Community Trust”), was and is a trust company chartered and having its principal place of business in the State of Indiana and may be through its agent Larry Toombs at 50 North 9th Street, Noblesville, Indiana 46060.

7. The Defendant Indian Nation, LLC, (hereinafter “Defendant” and/or “Indian Nation”) was and is a limited liability company organized under the laws of the State of Nevada with its principal place of business in the State of Oklahoma and the current owner of the membership

interests of Defendant Forest Hill Funeral Homes and may be served by and through its registered agent: Incorp Services, Inc., 3155 East Patrick Lane, Las Vegas, Nevada 891-20-3481.

8. The Defendant Quest Mineral and Exploration, Inc., (hereinafter “Defendant” and/or “Quest”) was and is a corporation organized under the laws and with its principal place of business in the State of Oklahoma and may be served through its registered agent: Stephen W. Smith at 115 North 5th Street, Henryetta, Oklahoma 74437.

9. The Defendant Clayton Smart, (hereinafter “Defendant” and/or “Smart”) is upon information and belief an adult resident and citizen of Oklahoma and may be served at 1801 N. Morton, Okmulgee, Oklahoma 74447.

10. The Defendant Stephen W. Smith (hereinafter “Defendant” and/or “Smith”) is upon information and belief an adult resident and citizen of Oklahoma and may be served at 115 North 5th Street, Henryetta, Oklahoma 74437.

11. Plaintiff Elizabeth Harris is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Need Contract, entered into in Tennessee, with Defendants. Elizabeth Harris was affected by the practices of the Defendants as alleged herein.

12. Plaintiffs Jimmie D. Crenshaw and Hazel F. Crenshaw are residents of Selmer, Tennessee, and at all times material herein were a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Jimmie D. Crenshaw and Hazel F. Crenshaw were affected by the practices of the Defendants as alleged herein.

13. Plaintiff Mary Free Brown is a resident of Byhalia, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary Free Brown was affected by the practices of the Defendants as alleged herein.

14. Plaintiff William H. Lee is a resident of Memphis, Tennessee, and at all times

material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William H. Lee was affected by the practices of the Defendants as alleged herein.

15. Plaintiffs William H. Lee, Jr. and Marsha G. Lee are residents of Memphis, Tennessee, and at all times material herein were a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William H. Lee, Jr. and Marsha G. Lee were affected by the practices of the Defendants as alleged herein.

16. Plaintiffs William C. Dorsey and Elizabeth J. Dorsey are residents of Germantown, Tennessee, and at all times material herein were a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William C. Dorsey and Elizabeth J. Dorsey were affected by the practices of the Defendants as alleged herein.

17. Plaintiff Judy C. Hunt is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Judy C. Hunt was affected by the practices of the Defendant as alleged herein.

18. Plaintiff Betty Stearnes Webb is a resident of Canyon Lake, Texas, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Betty Stearnes Webb was affected by the practices of the Defendant as alleged herein.

19. Plaintiff Bobbie J. Brown is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobbie J. Brown was affected by the practices of the Defendant as alleged herein.

20. Plaintiffs Jonas Beckley and Geraldine Beckley are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Jonas Beckley and Geraldine Beckley were affected by the practices of the Defendant as alleged herein.

21. Plaintiffs Jerry D. and Helen Marie Austin are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Jerry D. and Helen Marie Austin were affected by the practices of the Defendant as alleged herein.

22. Plaintiff Bernice O. Austin is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bernice O. Austin was affected by the practices of the Defendant as alleged herein.

23. Plaintiff Shirley Taylor is residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Shirley Taylor was affected by the practices of the Defendant as alleged herein.

24. Plaintiff David Rikard is a resident of Southaven, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. David Rikard was affected by the practices of the Defendant as alleged herein.

25. Plaintiff Bertie M. Snyder is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bertie M. Snyder was affected by the practices of the Defendant as alleged herein.

26. Plaintiffs Donald and Patricia Daniels are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Donald and Patricia Daniels were affected by the practices of the Defendant as alleged herein.

27. Plaintiff Mary Bardo is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary Bardo was affected by the practices of the Defendant as alleged herein.

28. Plaintiffs Martin and Katherine Wells are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Martin and Katherine Wells were affected by the practices of the Defendant as alleged herein.

29. Plaintiffs Robert E. Holden and Patsy J. Holden are residents of Somerville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Robert E. and Patsy J. Holden were affected by the practices of the Defendant as alleged herein.

30. Plaintiffs Thomas Wayne and Ludie Willis are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Thomas Wayne and Ludie Willis were affected by the practices of the Defendant as alleged herein.

31. Plaintiff Earnest F. Cook is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Earnest F. Cook was affected by the practices of the Defendant as alleged herein.

32. Plaintiff Barbara Cox Stewart is a resident of Corinth, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Barbara Cox Stewart was affected by the practices of the Defendant as alleged herein.

33. Plaintiffs James and Johnnie Blakey are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Johnnie Blakey were affected by the practices of the Defendant as alleged herein.

34. Plaintiffs Robert and Joyce McCollum are residents of Memphis, Tennessee, and at

all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Robert and Joyce McCollum were affected by the practices of the Defendant as alleged herein.

35. Plaintiffs Wendell and Thais Watson are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wendell and Thais Watson were affected by the practices of the Defendant as alleged herein.

36. Plaintiffs Billy and Sherri Cagle are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Billy and Sherri Cagle were affected by the practices of the Defendant as alleged herein.

37. Plaintiff Carl Honneker is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Carl Honneker was affected by the practices of the Defendant as alleged herein.

38. Plaintiff Daisy Mettler is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Daisy Mettler was affected by the practices of the Defendant as alleged herein.

39. Plaintiff Linda Simms is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Linda Simms was affected by the practices of the Defendant as alleged herein.

40. Plaintiff James Houston is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James Houston was affected by the practices of the Defendant as alleged herein.

41. Plaintiffs Wanda F. and Charles R. Martin are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wanda F. and Charles R. Martin were affected by the practices of the Defendant as alleged herein.

42. Plaintiff Alex G. Broome is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Alex G. Broome was affected by the practices of the Defendant as alleged herein.

43. Plaintiff Mary C. Olive is a resident of Senatobia, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary C. Olive was affected by the practices of the Defendant as alleged herein.

44. Plaintiff Mary Stamps is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary Stamps affected by the practices of the Defendant as alleged herein.

45. Plaintiff Mary Albert is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary Albert was affected by the practices of the Defendant as alleged herein.

46. Plaintiffs Leslie and Yenti Wilson are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Leslie and Yenti Wilson were affected by the practices of the Defendant as alleged herein.

47. Plaintiffs Daniel D. Thompson is a resident of Saulsbury, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Daniel D. Thompson was affected by the practices of the Defendant as alleged herein.

48. Plaintiffs Jim and Nelda Malone are residents of Michie, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Jim and Nelda Malone were affected by the practices of the Defendant as alleged herein.

49. Plaintiff Alfred D. Montgomery is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Alfred D. Montgomery was affected by the practices of the Defendant as alleged herein.

50. Plaintiff Ronald Downen is a resident of Munford, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ronald Downen was affected by the practices of the Defendant as alleged herein.

51. Plaintiff Patsy McCrory is a resident of Arlington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Patsy McCrory was affected by the practices of the Defendant as alleged herein.

52. Plaintiff Wanda Willey Criscoe is a resident of Nesbit, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wanda Willey Criscoe was affected by the practices of the Defendant as alleged herein.

53. Plaintiff Mary D. Richardson is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary D. Richardson was affected by the practices of the Defendant as alleged herein.

54. Plaintiff Ann Thomas Killen is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ann Thomas Killen was affected by the practices of the Defendant as alleged herein.

55. Plaintiff Gloria C. Dickey is a resident of Nesbit, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants.

Gloria C. Dickey was affected by the practices of the Defendant as alleged herein.

56. Plaintiff Harold E. Honeycutt is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Harold E. Honeycutt was affected by the practices of the Defendant as alleged herein.

57. Plaintiff Louise Johnson Youngblood is a resident of Walls, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Louise Johnson Youngblood was affected by the practices of the Defendant as alleged herein.

58. Plaintiff Gloria Bizzle James and Clarence James are residents of Nesbit, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Gloria Bizzle James and Clarence James were affected by the practices of the Defendant as alleged herein.

59. Plaintiffs Robert E. and Julina A. Roberson are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Robert E. and Julina A. Roberson were affected by the practices of the Defendant as alleged herein.

60. Plaintiff Warren C. Garrett is a resident of Arlington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Warren C. Garrett was affected by the practices of the Defendant as alleged herein.

61. Plaintiff Ann Stephenson is a resident of Convington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ann Stephenson was affected by the practices of the Defendant as alleged herein.

62. Plaintiffs Wilburn and Jean Leach are residents of Lakeland, Tennessee, and at all

times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wilburn and Jean Leach were affected by the practices of the Defendant as alleged herein.

63. Plaintiff Ernestine Greenwood is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ernestine Greenwood was affected by the practices of the Defendant as alleged herein.

64. Plaintiff Elsie Capps is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Elsie Capps was affected by the practices of the Defendant as alleged herein.

65. Plaintiffs Bobby and Elsie Hubbard are residents of Pensacola, Florida, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobby and Elsie Hubbard were affected by the practices of the Defendant as alleged herein.

66. Plaintiff James B. Duke is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James B. Duke was affected by the practices of the Defendant as alleged herein.

67. Plaintiff Milton Hughes is a resident of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Milton Hughes was affected by the practices of the Defendant as alleged herein.

68. Plaintiffs William and Judy James are residents of Oakland, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William and Judy James were affected by the practices of the Defendant as alleged

herein.

69. Plaintiff Sally Box Thomas is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Sally Box Thomas was affected by the practices of the Defendant as alleged herein.

70. Plaintiffs Foriest Jack and Billie Cooper are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Foriest Jack and Billie Cooper were affected by the practices of the Defendant as alleged herein.

71. Plaintiffs Ron and Betty Scobey are residents of Byhalia, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ron and Betty Scobey were affected by the practices of the Defendant as alleged herein.

72. Plaintiffs Jerry and May Arnold are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Jerry and May Arnold were affected by the practices of the Defendant as alleged herein.

73. Plaintiffs Bobby and Barbara Todd are residents of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobby and Barbara Todd were affected by the practices of the Defendant as alleged herein.

74. Plaintiff Earis Culver is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Earis Culver was affected by the practices of the Defendant as alleged herein.

75. Plaintiffs Silas and Zella Carpenter are residents of Bartlett, Tennessee, and at all

times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Silas and Zella Carpenter were affected by the practices of the Defendant as alleged herein.

76. Plaintiff Marlene Tennyson Bell is a resident of Byhalia, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Marlene Tennyson Bell was affected by the practices of the Defendant as alleged herein.

77. Plaintiff Louise Williams Grant is a resident of Germantown, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Louise Williams Grant was affected by the practices of the Defendant as alleged herein.

78. Plaintiffs Michael Daily and Nancy DeLorme Daily are residents of Lilburn, Georgia, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Michael Daily and Nancy DeLorme Daily were affected by the practices of the Defendant as alleged herein.

79. Plaintiff Lillie Jane Taylor is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Lillie Jane Taylor was affected by the practices of the Defendant as alleged herein.

80. Plaintiffs James T. and Ila Joy King are residents of Southaven, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James T. and Ila Joy King were affected by the practices of the Defendant as alleged herein.

81. Plaintiff Willadean Thrasher is a resident of Germantown, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with

Defendants. Willadean Thrasher was affected by the practices of the Defendant as alleged herein.

82. Plaintiffs Kenneth and Linda Park are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Kenneth and Linda Park were affected by the practices of the Defendant as alleged herein.

83. Plaintiffs Charles and Mary Douglas are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Charles and Mary Douglas were affected by the practices of the Defendant as alleged herein.

84. Plaintiff Sammie E. Curtis is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Sammie E. Curtis was affected by the practices of the Defendant as alleged herein.

85. Plaintiff Harry E. Hansel is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Harry E. Hansel was affected by the practices of the Defendant as alleged herein.

86. Plaintiff Marilyn Murray Waites is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Marilyn Murray Waites was affected by the practices of the Defendant as alleged herein.

87. Plaintiffs Henry S. and Frenita B. Carlile are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Henry S. and Frenit B. Carlile were affected by the practices of the Defendant as alleged herein.

88. Plaintiff Karen A. Dean is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Karen A. Dean was affected by the practices of the Defendant as alleged herein.

89. Plaintiff Sheila Johnson is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Sheila Johnson was affected by the practices of the Defendant as alleged herein.

90. Plaintiffs Ebby G. and Gloria P. Williams are residents of Munford, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ebby G. and Gloria P. Williams were affected by the practices of the Defendant as alleged herein.

91. Plaintiffs Larry W. and Deborah Yoakum are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Larry W. and Deborah Yoakum were affected by the practices of the Defendant as alleged herein.

92. Plaintiffs Shirley and Jon DeShouten are residents of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Shirley and Jon DeShouten were affected by the practices of the Defendant as alleged herein.

93. Plaintiffs Anthony and Dolores Asaro are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Anthony and Dolores Asaro were affected by the practices of the Defendant as alleged herein.

94. Plaintiff Anna J. Winter is a resident of Horn Lake, Mississippi, and at all times

material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Anna J. Wilder was affected by the practices of the Defendant as alleged herein.

95. Plaintiff Martha Leath Faulkner is a resident of Centerville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Martha Leath Faulkner was affected by the practices of the Defendant as alleged herein.

96. Plaintiffs William H. and Marsha G. Lee are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William H. and Marsha G. Lee were affected by the practices of the Defendant as

97. Plaintiff Bobbie J. Brown is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobbie J. Brown was affected by the practices of the Defendant as alleged herein.

98. Plaintiffs Troy and Brenda J. Fowler are residents of Arlington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Troy and Brenda Fowler were affected by the practices of the Defendant as alleged herein.

99. Plaintiff Elizabeth Lollar White is a resident of Southaven, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Elizabeth Lollar White was affected by the practices of the Defendant as alleged herein.

100. Plaintiff Bobbie Cochran is a resident of Germantown, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobbie Cochran was affected by the practices of the Defendant as alleged herein.

101. Plaintiff Bessie Artioli is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bessie Artioli was affected by the practices of the Defendant as alleged herein.

102. Plaintiff Doris E. Hume is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Doris E. Hume was affected by the practices of the Defendant as alleged herein.

103. Plaintiffs Rufus Ray and Dorothy J. Chaudoin are residents of Brighton, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Rufus Ray and Dorothy J. Chaudoin were affected by the practices of the Defendant as alleged herein.

104. Plaintiffs M.J. and Betty Hood are residents of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. M.J. and Betty Hood were affected by the practices of the Defendant as alleged herein.

105. Plaintiff Mary D. Robertson is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary D. Robertson was affected by the practices of the Defendant as alleged herein.

106. Plaintiffs Bryan J. and Andrea Shaw are residents of Hampton, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bryan J. and Andrea Shaw were affected by the practices of the Defendant as alleged herein.

107. Plaintiff Treva Jean Carnahan George is a resident of Arlington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with

Defendants. Treva Jean Carnahan George was affected by the practices of the Defendant as alleged herein.

108. Plaintiff Nancy Sowell Thomas is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Nancy Sowell Thomas was affected by the practices of the Defendant as alleged herein.

109. Plaintiffs Rickey and Janet Neal are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Rickey and Janet Neal were affected by the practices of the Defendant as alleged herein.

110. Plaintiffs, Amos and Ulma Carmical, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Amos and Ulma Carmical were affected by the practices of the Defendant as alleged herein.

111. Plaintiffs, Wade and Bonita Brewer, are residents of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wade and Bonita Brewer were affected by the practices of the Defendants as alleged herein.

112. Plaintiffs, James and Maedyne Jenkins, are residents of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Maedyne Jenkins were affected by the practices of the Defendant as alleged herein.

113. Plaintiffs, David Miller and Mary Maddox Miller, are residents of Parsons, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in

Tennessee, with Defendants. David Miller and Mary Maddox Miller were affected by the practices of the Defendant as alleged herein.

114. Plaintiff, Bonnie J. Beasley, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bonnie J. Beasley was affected by the practices of the Defendant as alleged herein.

115. Plaintiffs, Billy and Margaret Huey, are residents of Ecu, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Billy and Margaret Huey were affected by the practices of the Defendant as alleged herein.

116. Plaintiff, Ruby Gregory Millner, is a resident of Nashville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ruby Gregory Millner was affected by the practices of the Defendant as alleged herein.

117. Plaintiffs, James and Bernice Payne, are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Bernice Payne was affected by the practices of the Defendant as alleged herein.

118. Plaintiffs, James and Beverly Ann Barnes, are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Beverly Ann Barnes were affected by the practices of the Defendant as alleged herein.

119. Plaintiffs, James Moore and Judy Shelley Moore, are residents of Holly Springs, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in

Tennessee, with Defendants. James Moore and Judy Shelley Moore were affected by the practices of the Defendant as alleged herein.

120. Plaintiffs, James and Sybil Alpuente, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Sybille Alpuente were affected by the practices of the Defendant as alleged herein.

121. Plaintiffs, Wilson and Phyllis Ray, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wilson and Phyllis Ray were affected by the practices of the Defendant as alleged herein.

122. Plaintiffs, Charles and Donna Askew, are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Charles and Donna Askew were affected by the practices of the Defendant as alleged herein.

123. Plaintiff, Margaret Askew, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Margaret Askew was affected by the practices of the Defendant as alleged herein.

124. Plaintiff, Edward Palmer, is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Edward Palmer was affected by the practices of the Defendant as alleged herein.

125. Plaintiff, William Hillhouse, is a resident of Cordova, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William Hillhouse was affected by the practices of the Defendant as alleged herein.

126. Plaintiff, Kathleen Wright, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Kathleen Wright was affected by the practices of the Defendant as alleged herein.

127. Plaintiffs, Robert and Maxine Joyner, are residents of Molino, Florida, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Robert and Maxine Joyner were affected by the practices of the Defendant as alleged herein.

128. Plaintiff, Dorothy Schexnayder, is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Dorothy Schexnayder was affected by the practices of the Defendant as alleged herein.

129. Plaintiff, Dorothy Stilwell, is a resident of Jackson, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Dorothy Stilwell was affected by the practices of the Defendant as alleged herein.

130. Plaintiff, Joyce Marie Jernigan, is a resident of Jackson, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Joyce Marie Jernigan was affected by the practices of the Defendant as alleged herein.

131. Plaintiff, Crystal Blackley, is a resident of Hernando, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Crystal Blackley was affected by the practices of the Defendant as alleged herein.

132. Plaintiffs, Louie and Hayse Price, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Louie and Hayse Price were affected by the practices of the Defendant as alleged

herein.

133. Plaintiff, Mary Carter, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mary Carter was affected by the practices of the Defendant as alleged herein.

134. Plaintiff, Willie Mae Holcomb, is a resident of Rossville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Willie Mae Holcomb was affected by the practices of the Defendant as alleged herein.

135. Plaintiff, Mark Printup, is a resident of Hernando, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Mark Printup was affected by the practices of the Defendant as alleged herein.

136. Plaintiffs, James and Rose Marie Burgess, are residents of Nesbit, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Rose Marie Burgess were affected by the practices of the Defendant as alleged herein.

137. Plaintiff, Corrine Brent, is a resident of Cordova, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Corrine Brent was affected by the practices of the Defendant as alleged herein.

138. Plaintiffs, James and Pamela Howell, are residents of Santa Rosa Beach, Florida, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. James and Pamela Howell were affected by the practices of the Defendant as alleged herein.

139. Plaintiff, Maria Davis, is a resident of Santa Rosa Beach, Florida, and at all times

material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Maria Davis was affected by the practices of the Defendant as alleged herein.

140. Plaintiff, Madeline Hendrix, is a resident of Crossville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Madeline Hendrix was affected by the practices of the Defendant as alleged herein.

141. Plaintiffs, Wallace and Rosa Lee Houck, are residents of Senatobia, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wallace and Rosa Lee Houck were affected by the practices of the Defendant as alleged herein.

142. Plaintiffs, Warren and Sharon O'Conner, are residents of Hernando, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Warren and Sharon O'Conner were affected by the practices of the Defendant as alleged herein.

143. Plaintiff, Carolyn Holt, is a resident of Hernando, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Carolyn Holt was affected by the practices of the Defendant as alleged herein.

144. Plaintiffs, Leonard and Mary Beve Goza, are residents of Lakeland, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Leonard and Mary Beve Goza were affected by the practices of the Defendant as alleged herein.

145. Plaintiffs, Dale and Virginia Chapman, are residents of Pope, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Dale and Virginia Chapman were affected by the practices of the Defendant as

alleged herein.

146. Plaintiff, Sheila Smith, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Sheila Smith was affected by the practices of the Defendant as alleged herein.

147. Plaintiffs, Harold and Elizabeth Truebger, are residents of Cordova, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Harold and Elizabeth Truebger were affected by the practices of the Defendant as alleged herein.

148. Plaintiffs, Bobby and Carolyn Grooms, are residents of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Bobby and Carolyn Grooms were affected by the practices of the Defendant as alleged herein.

149. Plaintiffs, Robert Terrell, Sr. and Robert Terrell, Jr., are residents of Sugar Tree, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Robert Terrell, Sr. and Robert Terrell, Jr. were affected by the practices of the Defendant as alleged herein.

150. Plaintiff, Ada Stidham, is a resident of Germantown, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ada Stidham was affected by the practices of the Defendant as alleged herein.

151. Plaintiff, Beverly Farrell, is a resident of Collierville, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Beverly Farrell was affected by the practices of the Defendant as alleged herein.

152. Plaintiffs, Steve and Diane Trent, are residents of Olive Branch, Mississippi, and at

all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Steve and Diane Trent were affected by the practices of the Defendant as alleged herein.

153. Plaintiff, Helen Porter, is a resident of Horn Lake, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Helen Porter was affected by the practices of the Defendant as alleged herein.

154. Plaintiffs, Frank Miller and Patricia Leatherwood Miller, are resident of Iuka, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Frank Miller and Patricia Leatherwood Miller were affected by the practices of the Defendant as alleged herein.

155. Plaintiffs, Eugene and Cynthia Johnson, are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Eugene and Cynthia Johnson were affected by the practices of the Defendant as alleged herein.

156. Plaintiff, Wayne and Etheline Houston, are residents of Sardis, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wayne and Etheline Houston were affected by the practices of the Defendant as alleged herein.

157. Plaintiff, Wesson D. Holden, is a resident of York, Pennsylvania, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Wesson D. Holden was affected by the practices of the Defendant as alleged herein.

158. Plaintiff, Clarence Holt, is a resident of Cordova, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants.

Clarence Holt was affected by the practices of the Defendant as alleged herein.

159. Plaintiff, Amos Kilpatrick, is a resident of Batesville, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Amos Kilpatrick was affected by the practices of the Defendant as alleged herein.

160. Plaintiffs, Charles and Linda Grieme, are residents of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Charles and Linda Grieme were affected by the practices of the Defendant as alleged herein.

161. Plaintiff, Lonnie McKenzie, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Lonnie McKenzie was affected by the practices of the Defendant as alleged herein.

162. Plaintiff, Polly Smith, is a resident of Southaven, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Polly Smith was affected by the practices of the Defendant as alleged herein.

163. Plaintiffs, Ocaquie and Eula Clayborn, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Ocaquie and Eula Clayborn were affected by the practices of the Defendant as alleged herein.

164. Plaintiff, Willie M. Lott, is a resident of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Willie M. Lott was affected by the practices of the Defendant as alleged herein.

165. Plaintiffs, Walter and Bobbie Liles, are residents of Ellendale, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with

Defendants. Walter and Bobby Liles were affected by the practices of the Defendant as alleged herein.

166. Plaintiff, William Stidham, is a resident of Germantown, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William Stidham was affected by the practices of the Defendant as alleged herein.

167. Plaintiffs, Albert and Veronica Morris, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Albert and Veronica Morris were affected by the practices of the Defendant as alleged herein.

168. Plaintiff, John Truebger, is a resident of Rochester, New York, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. John Truebger was affected by the practices of the Defendant as alleged herein.

169. Plaintiffs, Donald and Linda Lockett, are residents of Brighton, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Donald and Linda Lockett were affected by the practices of the Defendant as alleged herein.

170. Plaintiff, Katherine Creasy Rhea, is a resident of Lake Cormorant, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Katherine Creasy Rhea was affected by the practices of the Defendant as alleged herein.

171. Plaintiffs, Eural and Mildred Jacks, are residents of Millington, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Eural and Mildred Jacks were affected by the practices of the Defendant as alleged

herein.

172. Plaintiff, Maxine J. Cooper, is a resident of Bartlett, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Maxine J. Cooper was affected by the practices of the Defendant as alleged herein.

173. Plaintiffs, Lon and Marilyn Weaver, are residents of Olive Branch, Mississippi, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Lon and Marilyn Weaver were affected by the practices of the Defendant as alleged herein.

174. Plaintiffs, Albert and Deloris Crouch, are residents of Memphis, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. Albert and Deloris Crouch were affected by the practices of the Defendant as alleged herein.

175. Plaintiff, William Hudson, is a resident of Kingsport, Tennessee, and at all times material herein was a party to a Pre-Needs Contract, entered into in Tennessee, with Defendants. William Hudson was affected by the practices of the Defendant as alleged herein.

176. Upon information and belief, these “Pre-Need Contracts” were originally issued through Defendant Tennessee Cemeteries, Inc.

177. Upon information and belief, Defendant Forest Hill Funeral Home and Memorial Park-East, LLC has assumed all or part of the contractual obligations contained within the “Pre-Need Contracts”.

178. The Plaintiffs are members of the Class as alleged in paragraph one of this Complaint.

JURISDICTION AND VENUE

179. Subject matter jurisdiction is appropriate in this Court pursuant to 28 U.S.C. §1332(d) because the controversy involves Plaintiffs who are mostly citizens of Tennessee, but also of Mississippi, Missouri, Florida, Pennsylvania, New York, Texas and other states. The named Defendants are citizens and/or residents of Indiana, Nevada and Oklahoma. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

180. Venue is proper in this Court as many members of the class reside in this Court's district. In addition, some of the Defendants were organized and have their principal place of business in this District, all of the Defendants alleged conduct business in this District and a substantial amount of the events giving rise to the alleged causes of action arose in this District.

FACTUAL ALLEGATIONS

181. The above referenced Plaintiffs, on behalf of themselves and others similarly situated, each entered agreements and/or "Pre-Need Contracts" with the Defendants for the purpose of pre-paying future burial and/or funeral services, including any and/all related additional internment arrangements and other expenses, in the event of the Plaintiffs' death. The Plaintiffs' entered these agreements with the understanding that payments made pursuant to the contract would secure their final burial and/or funeral arrangements together with their family and loved ones for an established price. The Defendants have now informed the Plaintiffs that any and all of these contracts will not be honored and the Plaintiffs would be expected to expend substantial additional monies to secure any final arrangements after their death.

182. Although attaching each and every named Plaintiffs' contracts to this complaint

would be too voluminous and burdensome for this Court to review, the attached Exhibits A through D, upon information and belief, represent the four types and/or forms of Pre-Need Funeral Services policies drafted pursuant to Tennessee law and offered by the Defendants during the past approximate thirty years of their business, which are now at issue in this case.

183. More specifically, Exhibit A, is a copy of a policy offered by the Defendants entitled “Complete Memorial Estate Purchase Agreement (Complete Funeral Services – Cemetery Services)”, entered into by Plaintiff Ebby G. Williams, on or about April 22, 1970, for the purpose of purchasing complete funeral services coverage on behalf of himself and his wife, Plaintiff Gloria J. Williams. Exhibit B, is a copy of a policy offered by the Defendants entitled “Agreement for Sale of Complete Pre-Need Funeral Services”, entered into by Plaintiffs Anthony and Dolores A. Asaro, on or about March 2, 1972, for the purpose of purchasing complete funeral services coverage on behalf of themselves. Exhibit C, is a copy of a policy offered by the Defendants entitled “Application for Sale of Complete Pre-Need Funeral Services”, entered into by Plaintiffs Larry W. and Deborah Yoakum, on or about February 28, 1974, for the purpose of purchasing complete funeral services coverage on behalf of themselves. Exhibit D, is a copy of a policy offered by the Defendants entitled “Application for the Establishment of an Irrevocable Contract for the Purpose of Complete Pre-Need Funeral Services”, entered into by Plaintiff Michael Daily, on or about February 13, 1986, for the purpose of purchasing complete funeral services coverage on behalf of himself.

184. Upon information and belief, the Plaintiffs would aver that the predecessor owners of the Defendant Funeral Home, namely Defendant Tennessee Cemeteries, Inc., in compliance with its contractual and legal obligations pursuant to Tennessee law, deposited all monies paid by these individuals for such “Pre-Need” contracts with one or more banks and/or trust

companies.

185. Sometime in November of 1992, the ownership of the Defendant Funeral Home and its cemeteries was acquired by Prime Succession of Tennessee, Inc., which subsequently received the transfer of the entirety of trusts previously held by Tennessee Cemeteries, Inc. on behalf of the Pre-Need contract holders.

186. Between 1992 until 1997, Prime Succession of Tennessee, Inc. made transfers of these trust funds to Forethought National Trust Bank, which was later merged, in 1999, into Defendant Forethought Federal Savings Bank.

187. Shortly thereafter, Defendant Forethought Bank wrongfully, intentionally and without legal authority used portions of the trust money to purchase life insurance policies from its subsidiary, Defendant Forethought Life Insurance, on the lives of the “Pre-Need” contract holders without their prior knowledge or approval. The trust funds were then substantially diminished in value by Forethought’s assessment of sales commissions against the Plaintiff class representatives’ and all other class members’ trust funds.

188. Upon information and belief, the Plaintiffs would assert that these purchases of life insurance and payment of sales commissions were made without the consent or knowledge of these pre-need contract holders, contrary to Tennessee law.

189. On or about July 14, 2003, Prime Succession, Inc., the parent company of Prime Succession of Tennessee, Inc., filed for relief under the United States Bankruptcy Code, Chapter 11, wherein the sale of the certain assets of Prime Succession’s was made to a company called Prime Acquisition Group, LLC, (“PAG”) including assets consisting of the Defendant Funeral Home and its respective trusts’ funds consisting of life insurance contracts issued by Forethought Life Insurance and held in trust by Forethought Bank. See June 5, 2006 letter from Sachs Sax

Klein attached as Exhibit "E".

190. Upon information and belief, sometime thereafter, Prime Acquisition Group, LLC caused the assets of the Defendant Funeral Homes, including all of the trusts' funds, to be transferred into the sole ownership of an entity called Prime NOFOS, LLC.

191. Upon information and belief, on or about December 3, 2004, Prime NOFOS, LLC, representing itself as the sole member of Defendant Funeral Homes, agreed to sell the interests of the Defendant company to Defendant Indian Nation, LLC, a company managed in part by Defendant Clayton Smart and Defendant Stephen W. Smith. See Purchase Agreement attached as Exhibit "F" and Nevada Secretary of State Corporate details for "Indian Nation, L.L.C." attached Exhibit "G".

192. Upon information and belief, the Plaintiffs aver that on or about December 7, 2004, the Defendant Funeral Home, now owned and managed by Defendants Clayton Smart and Stephen Smith, directed Forethought Bank to substitute Community Trust and Investment as trustee for the referenced trust funds and insurance policies.

193. Upon information and belief, on or about January 20, 2005, Defendant Community Trust provided written instructions to Forethought Life to cash surrender 13,465 policies and transfer the balance to Community Trust. Upon information and belief, these 13,465 policies had a current face value of \$21,803,049.44, however the cash surrender value of the policies was only \$12,255,082.13 costing the policies holders a loss of approximately \$9,647,967.31. See August 2, 2006 letter from Kevin Harden from Department of Commerce and Insurance Burial Services attached as Exhibit "H".

194. Upon information and belief, subsequent to this cashing out, the Defendant Funeral Home, together with trustee Defendant Community Trust, invested trust funds totaling

approximately \$10,719,400.00 into Defendant Quest Mineral and Exploration, Inc., a privately owned company ostensibly owned by Defendant Clayton Smart's mother-in-law and step-daughter. The investment is in the form of a ten (10) year debenture earning 4% per annum and is unsecured and backed only by the integrity of the borrower. In addition, by virtue of being privately owned, Quest Mineral and Exploration, Inc., is not financially regulated by either the State of Oklahoma or by federal authorities. See Exhibit "H".

195. Upon information and belief, equally questionable self-serving "investments" were also made by the Defendants including an investment of \$6,700,000.00 of trust funds into "hedge" funds which are considered extremely high risk investments as well as documented distributions, in the form of wire transfers, from each of the Forest Hill funeral homes, totaling over \$1,500,000.00 to an entity entitled Redbud Tree Investments, LLC, a company which is also owned and managed by Defendant Quest Minerals & Exploration, Inc., Defendant Clayton Smart and Defendant Stephen Smith. See Exhibit "H" and Nevada Secretary of State Corporate details for "Redbud Tree Investments, LLC" attached as Exhibit "I".

196. On July 7, 2006, Defendant Clayton Smart held a press conference open to the public and televised by news channels throughout the Memphis metropolitan area in which he stated that the "Pre-Need" policies purchased by the Plaintiffs and other policy holders from the Defendant Funeral Home would no longer be honored due to a lack of funds from the trusts.

197. Each of the above referenced representative Pre-Need Funeral Services policies have been, upon information and belief, breached by the actions and/or omissions by the Defendants.

198. This suit is brought as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of a class of:

all natural persons, excluding the Defendants, their officers, directors, and employees and any judge who may be assigned to here this controversy, who are parties to Pre-Need Contracts issued, purchased, owned, administered, entered into and/or possessed by Defendants.

199. Upon information and belief, the Plaintiffs do not yet know the exact size of the class since several thousands of these “Pre-Need Contracts” were sold by the Defendants throughout a substantial number of years and that those potential Plaintiffs and/or members of this class reside and/or are located throughout the State of Tennessee and/or in other states, making joinder of all members of the class impracticable. Upon the disclosure of the records in possession and/or control of the Defendant, the members of the class would be readily identifiable.

200. There are questions of law and fact common to the class that predominate over any questions that may affect only individual members of the class, including, but not limited to:

- a. That the Defendants’ actions and/or omissions constituted violations of T.C.A. §62-5-401, et seq.
- b. That the Defendants’ actions and/or omissions constituted violations of the Tennessee Consumer Protection Act, T.C.A. § 47-18-101, et seq.;
- c. That the Defendants’ actions and/or omissions violated Tennessee common law;
- d. That the Defendants’ actions and/or omissions breached the Pre-Needs Contracts entered into by the parties;
- e. That the Plaintiffs are entitled to declaratory judgment relative to performance of the Pre-Need Contracts.
- f. The type and measure of damages suffered by Plaintiff and the members of the class.

201. Plaintiffs will fairly and adequately protect the interests of the class in that Plaintiffs' claims are typical and representative of the claims of all members of the class, all of whom are victims of the Defendant's wrongful acts and/or omissions.

202. There are no defenses of a unique nature that may be asserted against Plaintiffs individually, as distinguished from the other members of the class, and the relief sought is common to the class. Plaintiffs are each parties to "Pre-Need Contracts" and do not have any conflicting interest that interest that is antagonistic to the interests of the members of the class, and have no conflict with any other member of the class. Plaintiffs have retained competent counsel experienced in class action litigation to represent them and the entire class.

203. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. In the absence of a class action, the Defendants will retain the benefits of their wrongful and deceptive conduct. Prosecution as a class action will eliminate the possibility of repetitious litigation. The wrongs suffered and remedies sought by the representative Plaintiffs and the other members of the class are identical. The prosecution of separate actions by individual members of the class would create a risk of:

- a. Inconsistent or varying adjudications for individual class members which would establish incompatible standards of conduct for the Defendant; and
- b. Adjudications for Individual class members that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or would substantially impair or impede their ability to protect their individual interests.

204. A certification of the class would allow litigation of claims that, in view of the expense of litigation, may be insufficient in amount to support individual actions. The individual

class members are unlikely to be aware of their rights and not in position, by way of experience or financial means, to commence individual litigation against the Defendants.

FIRST CLAIM – VIOLATIONS OF T.C.A. §62-5-401, et seq.

205. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

206. T.C.A. §62-5-401, et seq. governs the requirements of funeral directors and/or funeral establishments and their duties regarding management of any finances and/or investments established pursuant to contracts for future services in regard to funeral and/or burial services.

207. More specifically, the Defendants' actions and/or omissions regarding the breach of the "Pre-Need Contract" and/or fraud and/or misrepresentation regarding their duties in honoring the contracts and/or the unlawful disposition and/or transferring of monies held in trust on behalf of the Plaintiffs, pursuant to the contracts, constitute violations of T.C.A. §62-5-401 therefore constituting a Class C Misdemeanor, pursuant to T.C.A. §62-5-406.

208. As a sole, proximate and direct result of the Defendants' actions and/or omissions the Plaintiffs have and continue to incur substantial damages and are entitled to an award of their reasonable attorney fees and treble damages due to the Defendants' violations of this Act.

SECOND CLAIM – VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT

209. The allegation of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

210. This claim is for violation of the Tennessee Consumer Protection Act of 1977 as

stated in Tennessee Code Annotated Section §47-18-101, et. seq. (hereinafter referred to as “Consumer Act”) by the Defendants.

211. As a result of the above, inter alia, the Defendants committed one or more unfair or deceptive acts/practices in violation of the Consumer Act, including but not limited to:

A. Creating the false impression that in purchasing the Pre-Need Contracts from the Defendants, the Plaintiffs would have the confidence knowing that their future funeral and/or burial needs was fully paid for and will be provided by the Defendants, and/or

B. Concealed and/or failed to inform the Plaintiffs that the Pre-Need Contracts would not be honored, and/or

C. Affirmatively representing to the Plaintiffs that they would have to expend further substantial amounts of money to receive the same services they had previously purchased pursuant to the Pre-Needs Contracts; and/or

D. Refused and/or failed to disclose to the Plaintiffs substantial and material “issues” in regard to the Pre-Need Contracts; and/or

E. Refused and/or failed to disclose to the Plaintiffs that life insurance policies were purchased on their lives.

F. Representing that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve or which are prohibited by law; and/or

G. Representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve; and/or

H. Using statements or illustrations in any advertisement which create a false impression of the grade, quality, quantity, make, value, age, size, color, usability or origin of the goods or services offered, or which may otherwise misrepresent the goods or

services in such a manner that later, on disclosure of the true facts, there is a likelihood that the buyer may be switched from the advertised goods or services to other goods or services; and/or

I. Engaging in other act(s) or practice(s) which are deceptive to the consumer or to any other person.

212. As a sole, proximate and direct result of the Defendants' actions and/or omissions the Plaintiffs have and continue to incur substantial damages and are entitled to an award of their reasonable attorney fees and treble damages due to the Defendants' violations of this Act.

THIRD CLAIM – FRAUD AND/OR MISREPRESENTATION

213. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

214. The Defendants and/or agents acting on their behalf, engaged in intentional fraud and/or misrepresentations when they made false representations regarding their intent to invest their money prudently and honor the Pre-Needs Contract purchased by the Plaintiffs for the intent of paying for their future burial and/or funeral services with the Defendant. In addition, the Defendants wrongfully made false representations to the Plaintiffs stating they would be required to pay substantial additional monies in order to receive the services they believed they already paid for under the Pre-Needs Contracts. Furthermore, the Defendants misrepresented the nature of the investments made on behalf of the Plaintiffs and failed to inform them that life insurance policies were purchased on their lives. The Defendants knew of the falsity and/or made it recklessly with the intent to deceive the Plaintiffs and/or induce them into paying additional monies for the Defendants' services although these services had already been paid for

by the Plaintiffs. Defendants' actions were intentional, willful, malicious, and/or reckless and entitle the Plaintiff to punitive damages.

215. Alternatively, the Defendants engaged in negligent fraud and/or misrepresentation when they made a false representation of fact by failing to exercise ordinary care in communicating the above information to the Plaintiffs when they should reasonably have foreseen that the Plaintiffs would be harmed if the information regarding their intent to breach the Plaintiffs' contracts were known.

216. The Plaintiff reasonably relied upon the information provided to them by the Defendants and would not have entered this agreement and/or made substantial and continuing payments, had they been aware of the Defendants' intentions of never honoring and/or refusing to honor these Pre-Need Contracts, contrary to the agreement.

217. The Defendants actions were intentional, willful, malicious and/or reckless and entitle the Plaintiffs to punitive damages.

218. As the sole, direct and proximate result of the Defendants' actions and/or omissions, the Plaintiff has and continues to incur substantial damages.

FOURTH CLAIM – BREACH OF CONTRACT

219. This claim is for breach of contract against the Defendants.

220. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

221. The Plaintiffs entered the Pre-Need Contracts with the intent to make regular payments for a set amount for their future needs of the Defendants' services with regard to their funeral and/or burial arrangements. The Defendants and/or their agents, employees or other

individuals acting on their behalf, breached said contract in that they:

A. Refused and/or failed to properly inform the Plaintiffs that the Pre-Needs Contracts would not be honored; and/or

B. Refused and/or failed to honor the contracts by demanding payment of additional thousands of dollars by the Plaintiffs for them to receive the services already provided and paid for in the contract.

C. Refused and/or failed to properly inform the Plaintiffs of the nature of investments and/or transfers of the trust funds, including failing to disclose the purchase of life insurance policies on their lives.

222. As the sole, direct and proximate result of the Defendants' actions and/or omissions, the Plaintiff has and continues to incur substantial damages

FIFTH CLAIM – ANTICIPATORY BREACH OF CONTRACT

223. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

224. The actions and/or omissions of the Defendants constitute anticipatory breach by making an announcement to the general public, including the Plaintiffs, that their Pre-Need Contracts are no longer going to be honored. More specifically, making said public announcement contained words and actions which qualify as a total and unqualified refusal to perform the referenced contracts.

225. As the sole, direct and proximate result of the Defendants' actions and/or omissions, the Plaintiff has and continues to incur substantial damages

SIXTH CLAIM – MONEY HAD AND RECEIVED

226. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

227. Defendants had and received substantial money from, upon information and belief, thousands of individuals, including the Plaintiffs, due to their purchase of the Pre-Needs Contracts by the Plaintiff representatives and the other members of the class as well as by virtue of investing these amounts and/or cashing them out. Furthermore, the Defendants demanded additional money from the Plaintiffs for services included in the Pre-Needs Contracts.

228. Defendants attempted to require additional fees of the Plaintiffs although they knew they had and received the money sufficient to cover the Plaintiff contracts.

229. As the sole, direct and proximate result of the Defendants' actions and/or omissions, the Plaintiff has and continues to incur substantial damages

SEVENTH CLAIM – DECLARATORY RELIEF

230. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

231. A justifiable controversy exists with Defendants over the performance of Pre-Need Contracts, warranting declaratory relief pursuant to Tennessee Code Annotated § 29-14-101 et. Seq.

232. Plaintiffs are entitled to a declaration by this Court that Defendants' actions relative to performance of the Pre-Need Policies are violative of T.C.A. § 62-5-401, et. seq., the Tennessee Consumer Protection Act and Tennessee common law.

EIGHTH CLAIM - OUTRAGEOUS CONDUCT AND/OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

233. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

234. The Defendants engaged in outrageous conduct and/or intentionally and/or recklessly caused severe emotional distress to the Plaintiffs by their actions and/or omissions in this matter. In fact, the Plaintiffs would aver that the Defendants intentionally and/or recklessly engaged in extreme and outrageous conduct, going beyond all bounds of decency, when they entered these Pre-Need Contracts with the Plaintiffs and now failed and/or refused to honor them, and/or demanding further substantial amounts of money from the Plaintiff for the services already included in the Pre-Need Contracts and previously paid for by the Plaintiffs.

235. As the sole, direct and proximate result of the actions and/or omissions of the Defendants, the Plaintiffs have and continue to incur substantial damages.

NINTH CLAIM – BREACH OF FIDUCIARY DUTY

236. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

237. A fiduciary duty was owed to the Plaintiffs, as beneficiaries of trusts, managed and/or administrated by Defendants as trustees and/or contract sellers promising to distribute and properly administer money paid by the Plaintiffs into “Funeral Trust funds”, “Perpetual Care Trust funds” and/or other trust funds, as prescribed by Tennessee law, in order for such funds to accumulate earnings and interest to be paid towards pre-arranged funeral and/or burial services, on behalf of the Plaintiffs, at the times of their death.

238. Upon information and belief, said Defendants breached this fiduciary duty owed to

the Plaintiffs, constituting violations of the Uniform Trust Code of Tennessee, T.C.A. §35-15-101, et. seq., in that they:

A. Failed to administer and/or ensure the administration of above mentioned trusts in good faith and in the interest of the Plaintiffs, as beneficiaries of said trusts, constituting a violation of T.C.A. §35-15-801; and/or

B. Allowed for and/or engaged in the sale or other transaction of the trust funds in favor of the Trustee's personal interests to conflict with its fiduciary duty, specifically by distributing said funds into a corporation in which the Trustee and/or their agents has a financial interest in, constituting a violation of T.C.A. §35-15-802(c)(4); and/or

C. Failed to administer and/or ensure the administration of the above mentioned trusts by using reasonable care, skill or caution as a prudent person would, constituting a violation of T.C.A. §35-15-804; and/or

D. Otherwise engaging in improper acts in distributing funds toward and/or administering the trusts including failing to disclose and/or avoid conflicts of interests, engaging in self-dealing and causing the misappropriation of large amounts of funds, for the Defendants own benefit, that were held on behalf of the Plaintiffs as beneficiaries.

239. Said actions by the Defendant constitute a reckless indifference towards their fiduciary obligations owed to the Plaintiffs which were willful, intentional, fraudulent and malicious and entitle the Plaintiffs to an award of their reasonable attorney fees and court costs, pursuant to T.C.A. §35-15-1004, as well as punitive damages.

240. As the sole, direct and proximate result of the actions and/or omissions of the Defendants, the Plaintiffs have and continue to incur substantial damages.

WHEREFORE, PREMISES CONSIDERED, THE PLAINTIFFS PRAY:

1. That this case be certified as a class action under Rule 23 of the Federal Rules of Civil Procedure.
2. That proper service issue and be served upon the Defendants requiring them to answer this Complaint and Petition.
3. That this case be transferred and consolidated with *Foshee, et al. v. Forest Hill Funeral Home, et al.*, Federal Court Docket number 06-cv-02619-JDB.
4. That the Plaintiffs together with all members of the class be awarded the costs of bringing suit, including discretionary costs.
5. That the Plaintiffs be awarded their reasonable attorney fees pursuant to the Defendants' violations of the Tennessee Consumer Protection Act and T.C.A. §62-5-409.
6. That the Plaintiffs be awarded treble damages pursuant to the Defendants' violations of the Tennessee Consumer Protection Act and T.C.A. §62-5-409.
7. That the Plaintiffs be awarded prejudgment interest and post-judgment interest against the Defendants, jointly and severally.
8. That the Plaintiffs be awarded compensatory and/or actual damages against all of the Defendants, jointly and severally.
9. That the Plaintiffs be awarded punitive damages against the Defendants, jointly and severally.
10. For the costs and other expenses of this action.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully Submitted,
SNIDER & HORNER, PLLC

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