



NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NUMBER: 628016

DIVISION: 23

JAMES J. DONELON
COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA

VERSUS

SNIDER MUTUAL FUNERAL ASSOCIATION

FILED: _____

DEPUTY CLERK _____

PETITION FOR REHABILITATION

The petition of James J. Donelon, Commissioner of Insurance for the State of Louisiana ("Commissioner"), respectfully represents that:

1.

Made defendant herein is SNIDER MUTUAL FUNERAL ASSOCIATION, a Louisiana corporation, licensed to do and doing business in the State of Louisiana.

2.

SNIDER MUTUAL FUNERAL ASSOCIATION maintains its corporate registered office at 205 Harrison Street in DeQuincy, LA.

3.

SNIDER MUTUAL FUNERAL ASSOCIATION is engaged in the business of insurance within the State of Louisiana as defined by LA R.S. 22:46, LA R.S. 22:47 and other applicable law and is subject to the jurisdiction of the Commissioner and of this Court. Snider Mutual Funeral Association is deemed an insurer pursuant to LA R.S. 22:2002 and LA R.S. 22:2003.

4.

After a review of the financial condition and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION the Commissioner has determined that SNIDER MUTUAL FUNERAL ASSOCIATION does not have a valid Board of Directors and has not had a Board meeting in several years. Such action is in violation of La R.S. 22:200 and Article V of the Association's Articles of Incorporation. As a result SNIDER MUTUAL FUNERAL ASSOCIATION is found to be in such condition that it could not meet the requirement for organization and authorization

as required by law and has willfully violated its Charter and Articles of Incorporation. This provides sufficient grounds to justify the issuance of a court order under La R.S. 22:2006 and other applicable law.

5.

The continued operation of SNIDER MUTUAL FUNERAL ASSOCIATION would endanger the interests of the creditors, policyholders and the public, as shown in the affidavit attached hereto and incorporated herein as **Exhibit A**. Therefore, the Commissioner has the power and authority to place SNIDER MUTUAL FUNERAL ASSOCIATION in rehabilitation.

6.

The further transaction of business by SNIDER MUTUAL FUNERAL ASSOCIATION would be hazardous to its policyholders, its creditors and/or to the public, and any delay in action by the Commissioner would endanger the interests of its policyholders, creditors, and/or the public, as shown in the affidavit attached hereto and incorporated herein as **Exhibit A**.

7.

Inasmuch as SNIDER MUTUAL FUNERAL ASSOCIATION, is deemed a domestic insurer in accordance with Louisiana law, for the foregoing reasons, the Commissioner desires and is entitled to have this Court declare that SNIDER MUTUAL FUNERAL ASSOCIATION is in need of rehabilitation under the Louisiana Insurance Code and appoint the Commissioner, and any other deputy which he may designate, as receiver or rehabilitator of SNIDER MUTUAL FUNERAL ASSOCIATION.

8.

It is therefore necessary that this Court, pursuant to La R.S. 22:2006, issue forthwith, an order enjoining SNIDER MUTUAL FUNERAL ASSOCIATION'S current or former shareholders, officers, directors, agents, accountants, attorneys, actuaries, servants, and employees, and any others acting on its behalf, from disposing of property, business, affairs, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, copyrights, trademarks, patents, books, records, accounts, and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, and from the transaction of business by SNIDER MUTUAL FUNERAL ASSOCIATION, except with the concurrence of the Commissioner until further order of this Court.

9.

The Commissioner further shows that he is entitled to be vested by operation of law with the title to all property, business, affairs, accounts, bank accounts, safety deposit boxes, records and all other assets of SNIDER MUTUAL FUNERAL ASSOCIATION as of the date of the order of rehabilitation entered herein.

10.

The Commissioner further shows that he is entitled to the right to enforce contract performance by any party who had a contract with SNIDER MUTUAL FUNERAL ASSOCIATION and to permit such further operation of SNIDER MUTUAL FUNERAL ASSOCIATION and for such other relief as he may deem necessary to be in the best interests of the policyholders of the company.

11.

The Commissioner requests an order that:

- 1) He be allowed and authorized to employ and authorize the compensation of accountants, clerks, and such assistants as he deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of SNIDER MUTUAL FUNERAL ASSOCIATION in the possession of the Receiver and/or Rehabilitator or coming into SNIDER MUTUAL FUNERAL ASSOCIATION 'S possession;
- 2) Any officer, director, manager, employee, trustee or agent of SNIDER MUTUAL FUNERAL ASSOCIATION and any person who possesses or possessed any executive authority over, or who exercises or exercised any control over any segment of SNIDER MUTUAL FUNERAL ASSOCIATION 'S affairs is required to fully cooperate with the Receiver and/or Rehabilitator, notwithstanding their dismissal pursuant to the order entered herein.
- 3) The Rehabilitator and/or Receiver may conduct an investigation of SNIDER MUTUAL FUNERAL ASSOCIATION and its subsidiaries and affiliates to uncover and make fully available to the Court the true state of SNIDER MUTUAL FUNERAL ASSOCIATION'S financial affairs. In furtherance of this investigation, SNIDER MUTUAL FUNERAL ASSOCIATION and its parent corporations, its subsidiaries, its affiliates, its current or former owners, officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of SNIDER MUTUAL FUNERAL ASSOCIATION and its third party administrators, shall make all books, documents, accounts, records and affairs, which either belong to or pertain to SNIDER MUTUAL FUNERAL ASSOCIATION, available for full, free and unhindered inspection and examination by the Commissioner or his designee during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the order entered herein. SNIDER MUTUAL FUNERAL ASSOCIATION and the above-specified entities shall fully cooperate with the Rehabilitator and/or Receiver. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of SNIDER MUTUAL FUNERAL ASSOCIATION 's owners, officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of SNIDER MUTUAL FUNERAL ASSOCIATION , its affiliates and subsidiaries and any other person or entity who possesses any executive authority over, or who exercises any control over, any segment of the affairs of SNIDER MUTUAL FUNERAL ASSOCIATION in both their official,

representative, and individual capacities and the production of all documents that are calculated to disclose the true state of SNIDER MUTUAL FUNERAL ASSOCIATION'S affairs.

12.

The Commissioner further requests that a Rule Nisi issue herein directed to SNIDER MUTUAL FUNERAL ASSOCIATION ordering them to show cause why:

- 1) SNIDER MUTUAL FUNERAL ASSOCIATION should not be placed into rehabilitation and why the Commissioner, or any designated deputy, should not be appointed Rehabilitator.
- 2) The Commissioner as Rehabilitator should not be vested by operation of law with the title to all property, business, affairs, accounts, bank accounts, safety deposit boxes, records and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION as of the date of the order of rehabilitation entered herein.
- 3) Pursuant to La R.S. 22:2006 an order should not be issued forthwith directing the Rehabilitator, his agents and/or employees to take possession and control of the property, business, affairs, bank accounts, safety deposit boxes, computers, all primary and secondary storage media, documents, claims files, software, electronic data, e-mail, websites, books, records, accounts, copyrights, trademarks, patents and all other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, whether in the possession of SNIDER MUTUAL FUNERAL ASSOCIATION or its current or former officers, directors, employees, consultants, attorneys, subsidiaries, affiliates or agents, and of the premises occupied by the SNIDER MUTUAL FUNERAL ASSOCIATION for its business, enjoining SNIDER MUTUAL FUNERAL ASSOCIATION and its current or former shareholders, officers, directors, agents, attorneys, servants, and employees, and any others acting on its behalf, from disposing of property or assets and from the transaction of the business of SNIDER MUTUAL FUNERAL ASSOCIATION except with the concurrence of the Rehabilitator and/or until further order of this Court.
- 4) An order should not be issued that directs SNIDER MUTUAL FUNERAL ASSOCIATION and its current or former shareholders, officers, directors, agents, attorneys, accountants, actuaries, servants, employees, banks, savings and loan associations, and any other partnership, company, or entity controlled by same and/or persons acting for or on behalf of said individuals and companies, and/or any others acting on its behalf, to immediately surrender and turn over to the Rehabilitator and/or the Receiver all property, business, affairs, documents, computers, all primary and secondary storage media, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, books, records, accounts, and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, and the premises occupied by SNIDER MUTUAL FUNERAL ASSOCIATION and be enjoined from the transaction of the business of Snider Mutual Funeral Association except with the concurrence of the Rehabilitator until further order of this Court.
- 5) An injunction should not be issued herewith enjoining SNIDER MUTUAL FUNERAL ASSOCIATION, its current or former shareholders, officers, directors, agents, accountants, attorneys, servants, employees, banks, savings and loan associations, actuaries and any other partnership, company or entity controlled by same and/or other persons acting for or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION, from disposing of the property or assets of SNIDER MUTUAL FUNERAL ASSOCIATION and from the transaction of its business except with the concurrence of the Rehabilitator, until further order of this Court.
- 6) An injunction should not be issued herewith enjoining and staying all persons and entities from obtaining preferences, judgments, attachments or other like liens or the making of

any levy against SNIDER MUTUAL FUNERAL ASSOCIATION, its property and assets while in the Rehabilitator's possession and control and until further orders of this Court.

- 7) An injunction should not be issued herewith enjoining SNIDER MUTUAL FUNERAL ASSOCIATION, its current or former shareholders, officers, directors, agents, accountants, attorneys, servants, employees, actuaries and any other partnership, company or entity controlled by same and/or other persons acting for or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION, or subject to their control, and all other persons or entities who have access to, control or possession of the property, assets, and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION as follows:
 - a) from disposing of or encumbering any of the property or assets of Snider Mutual Funeral Association;
 - b) from disposing of any records of or other documents belonging to SNIDER MUTUAL FUNERAL ASSOCIATION or relating to the business and affairs of Snider Mutual Funeral Association;
 - c) from the transaction of any business by, for, or on behalf of Snider Mutual Insurance Association, including, but not limited to:
 - i) the writing, issuance or renewal of any certificate of coverage, insurance policy, binder, or endorsement to an existing policy or certificate of coverage;
 - ii) the payment of claims and of any policy or certificate of coverage benefits;
 - iii) the incurring of any claim or loss adjustment expense;
 - iv) the incurring of any debt or liability, except with the concurrence of the Rehabilitator until further order of this Court; or
 - v) the interfering with the acquisition of possession by the exercise of dominion and control over the property of Snider Mutual Funeral Association by the Rehabilitator or the Rehabilitator's conduct of the business and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION
- 8) The Rehabilitator should not be entitled to permit such further operation of SNIDER MUTUAL FUNERAL ASSOCIATION as he may deem necessary to be in the best interests of policyholders and creditors of SNIDER MUTUAL FUNERAL ASSOCIATION.
- 9) The Rehabilitator and/or Receiver should not be allowed and authorized to:
 - a) Employ and authorize the compensation of accountants, clerks, and such assistants as he deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of SNIDER MUTUAL FUNERAL ASSOCIATION in the possession of the Rehabilitator or coming into its possession;
 - b) Defend or not defend legal actions wherein SNIDER MUTUAL FUNERAL ASSOCIATION or the Rehabilitator is a party defendant, commenced prior to or subsequent to the entry of the order herein, without the authorization of the Court, except, however, in actions where SNIDER MUTUAL FUNERAL ASSOCIATION is a nominal party, as in certain foreclosure actions and the action does not affect a claim against or adversely affect the assets of SNIDER MUTUAL FUNERAL ASSOCIATION, the Rehabilitator may file appropriate

pleadings in his discretion;

- c) Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding;
 - d) Collect all debts, which are economically feasible to collect and which are due and owing to SNIDER MUTUAL FUNERAL ASSOCIATION;
 - e) Take possession of all SNIDER MUTUAL FUNERAL ASSOCIATION'S securities and certificates of deposit on deposit with the Commissioner of Insurance of the State of Louisiana or any other person or entity, if any, and convert to cash so much of the same as may be necessary, in his judgment, to pay the expenses of administration of this receivership; and
 - f) Issue endorsements on existing policies, subscriber agreements, or certificates of coverage.
- 10) An order should not be issued herewith that any officer, director, manager, trustee, employee, agent or adjustor of SNIDER MUTUAL FUNERAL ASSOCIATION and any person who possesses or possessed any executive authority over, or who exercises or exercised any control over any segment of the affairs of SNIDER MUTUAL FUNERAL ASSOCIATION be required to fully cooperate with the Rehabilitator and/or the Receiver and the Rehabilitator, notwithstanding their dismissal pursuant to the order entered herein.
- 11) An order should not be issued herewith that all attorneys employed by SNIDER MUTUAL FUNERAL ASSOCIATION as of the date of the order entered herein be required within ten (10) days' notice of this order, to report to the Rehabilitator and/or the Receiver on the name, company, claim number and status of each file they are handling on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION. Said report shall also include an account of any funds received from or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION ; all attorneys described herein should be discharged as of the date of the order entered herein unless the Rehabilitator retains their services in writing; all attorneys employed by SNIDER MUTUAL FUNERAL ASSOCIATION who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION be required to deliver such litigation files, material, documents or records intact and without purging to the Rehabilitator or the Receiver notwithstanding any claim of a retaining lien, which, if otherwise valid, shall not be extinguished by such turn-over of documents.
- 12) An order should not be issued that reinsurance premiums due to or payable by SNIDER MUTUAL FUNERAL ASSOCIATION be remitted to, or disbursed by the Rehabilitator or to another party at the Rehabilitator's discretion; the Rehabilitator shall handle reinsurance losses recoverable or payable by Snider Mutual Funeral Association and all correspondence concerning reinsurance be between the Rehabilitator and the reinsuring company or intermediary unless otherwise requested by the Rehabilitator.
- 13) An order should not be issued that upon request by the Rehabilitator and/or the Receiver, any company providing telephone services to SNIDER MUTUAL FUNERAL ASSOCIATION shall provide a referral of calls from the number presently assigned to SNIDER MUTUAL FUNERAL ASSOCIATION to any such number designated by the Rehabilitator and/or the Receiver or perform any other services or changes necessary to the conduct of the receivership of SNIDER MUTUAL FUNERAL ASSOCIATION.
- 14) An order should not be issued that: any bank, savings and loan association, financial institution, and any other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, shall immediately transfer title, custody and control of all such funds, accounts, or assets to the Rehabilitator, and be instructed that the Rehabilitator has absolute control over such funds, accounts and other assets; the Rehabilitator may change

the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution or take such lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association, or other financial institution shall exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the Rehabilitator's control without the permission of this Court.

- 15) An order should not be issued that: any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to SNIDER MUTUAL FUNERAL ASSOCIATION shall maintain such service and transfer any such accounts to the Rehabilitator as of the date of the order entered herein, unless instructed to the contrary by the Rehabilitator and/or the Receiver.
- 16) An order should not be issued that any data processing service which has custody or control of any data processing information and records, including, but not limited to, source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to SNIDER MUTUAL FUNERAL ASSOCIATION shall transfer custody and control of such records to the Rehabilitator and/or the Receiver.
- 17) An order should not be issued that the United States Postal Service be directed to provide any information requested by the Rehabilitator regarding SNIDER MUTUAL FUNERAL ASSOCIATION and to handle future deliveries of SNIDER MUTUAL FUNERAL ASSOCIATION'S mail as directed by the Rehabilitator and/or the Receiver.
- 18) An order should not be issued that the Rehabilitator and/or the Receiver may conduct an investigation of SNIDER MUTUAL FUNERAL ASSOCIATION and its subsidiaries and affiliates to uncover and make fully available to the Court the true state of SNIDER MUTUAL FUNERAL ASSOCIATION's financial affairs. In furtherance of this investigation, SNIDER MUTUAL FUNERAL ASSOCIATION and its parent corporations, its subsidiaries, its affiliates, its third party administrators, its current or former owners, officers, directors, managers, attorneys, accountants, trustees, agents, adjusters, employees and independent contractors shall make all books, documents, accounts, records and affairs, which either belong to or pertain to Snider Mutual Funeral Association, available for full, free and unhindered inspection and examination by the Rehabilitator or the Receiver during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the order entered herein. SNIDER MUTUAL FUNERAL ASSOCIATION and the above-specified entities shall fully cooperate with the Rehabilitator and the Receiver. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of the above-specified entities and any other person or entity who possesses any executive authority over, or who exercises any control over, any segment of the affairs of SNIDER MUTUAL FUNERAL ASSOCIATION in both their official, representative, and individual capacities and the production of all documents that are calculated to disclose the true state of SNIDER MUTUAL FUNERAL ASSOCIATION 's affairs.
- 19) An order should not be issued that any and all individuals and entities be enjoined from instituting and/or taking further action in any suits, proceedings, and seizures against SNIDER MUTUAL FUNERAL ASSOCIATION, the Rehabilitator in his capacity as rehabilitator of SNIDER MUTUAL FUNERAL ASSOCIATION, and any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, accountants, or attorneys of same, to prevent any preference, judgment, seizure, levy, attachment, or lien being rendered against SNIDER MUTUAL FUNERAL ASSOCIATION, its estate and assets, and/or its members, subscribers, enrollees, and policyholders, the Commissioner in his capacity as Rehabilitator, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of same, and the making of any levy against SNIDER MUTUAL FUNERAL ASSOCIATION, its property or assets until further order of this Court.
- 20) An order shall not be issued herewith that, except with the concurrence of the Rehabilitator or until further written order of this Court, all suits, proceedings, and

seizures against SNIDER MUTUAL FUNERAL ASSOCIATION and/or its respective policyholders be stayed in order to prevent the obtaining of any preference, judgment, seizure, levy, or lien, and to preserve the property and assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including, but not limited to, suits and proceedings and all litigation where:

- a) SNIDER MUTUAL FUNERAL ASSOCIATION is a party;
 - b) A policyholder or any other person who is named as a party to the litigation or claims insurance coverage under any policy of insurance, or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
 - c) The litigation involves or may involve the adjudication of liability or determines any possible rights or obligations of any policyholder or person as to any insurance policy, subscriber agreement, or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION, or determines any possible future liability of SNIDER MUTUAL FUNERAL ASSOCIATION with regard to any insurance policy or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
 - d) Where SNIDER MUTUAL FUNERAL ASSOCIATION would otherwise be obligated to provide a defense to any party in any court pursuant to any policy of insurance or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
 - e) Where the ownership, operations, management and/or control of SNIDER MUTUAL FUNERAL ASSOCIATION is at issue; and
 - f) Any party is seeking to create, perfect or enforce any preference, judgment, attachment, lien or levy against SNIDER MUTUAL FUNERAL ASSOCIATION or its assets or against any policyholder of SNIDER MUTUAL FUNERAL ASSOCIATION
- 21) An order shall not be issued herewith that there shall be no liability on the part of, and that no cause of action of any nature shall exist against the Rehabilitator and/or regulator of SNIDER MUTUAL FUNERAL ASSOCIATION, the Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION, and/or the Attorney General of the State of Louisiana in his capacity as attorney for the Rehabilitator and/or regulator of SNIDER MUTUAL FUNERAL ASSOCIATION, and/or their representatives, agents, employees, or attorneys, for any action taken by them when acting in accordance with the orders of this Court and/or as Rehabilitator, and/or regulator of SNIDER MUTUAL FUNERAL ASSOCIATION and that such actions shall be barred.
- 22) An order shall not be issued herewith that after the payment of all administrative expenses of rehabilitation, and all obligations of Snider Mutual Funeral Association will be paid pursuant to the orders of this Court according to the applicable law.
- 23) An order shall not be issued herewith that any and all individuals and entities be enjoined from interfering with these proceedings, or with the Rehabilitator's possession and control or title, rights or interest; from interfering with the conduct of the business of SNIDER MUTUAL FUNERAL ASSOCIATION by the Rehabilitator; from wasting the assets of SNIDER MUTUAL FUNERAL ASSOCIATION, and from obtaining preferences, judgments, attachments or other like liens or the making of any levy against SNIDER MUTUAL FUNERAL ASSOCIATION or its property and assets while in the possession and control of the Rehabilitator, until further order of this Court.
- 24) An order shall not be issued herewith that all authority of all officers, directors, and managers of SNIDER MUTUAL FUNERAL ASSOCIATION be suspended and vested in the Rehabilitator until further written order of this Court.

- 25) An order shall not be issued herewith that all individuals and entities be enjoined from instituting or taking further action in any suit or proceeding against SNIDER MUTUAL FUNERAL ASSOCIATION the Rehabilitator, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of the Rehabilitator or SNIDER MUTUAL FUNERAL ASSOCIATION, its estate and assets, and its policyholders, and from making any levy or seizure against SNIDER MUTUAL FUNERAL ASSOCIATION or its estates and assets while under the possession and control of the Rehabilitator until further written order of this Court.
- 26) An order shall not be issued that all premiums and all other debts and payables due to SNIDER MUTUAL FUNERAL ASSOCIATION shall be paid to the Rehabilitator until further order of this Court.
- 27) An order should not be issued that the Rehabilitator be permitted to notify every holder of a certificate of coverage or contract of insurance issued by SNIDER MUTUAL FUNERAL ASSOCIATION and every known creditor of SNIDER MUTUAL FUNERAL ASSOCIATION of the order of rehabilitation and injunction entered herein within sixty (60) days of the date of this order, notwithstanding the provisions of La R.S. 22:2011.
- 28) An order should not be issued requiring that within ten (10) days a notice be given to holders of certificates of coverage, and contracts of insurance, and other creditors of SNIDER MUTUAL FUNERAL ASSOCIATION.
- 29) An order should not be issued that the Commissioner be granted all legal and equitable relief as may be necessary to fulfill his duties as rehabilitator and for such other relief as the nature of the case and the interests of SNIDER MUTUAL FUNERAL ASSOCIATION'S policyholders, and other creditors, or the public, may require.
- 30) An order should not be issued allowing the Rehabilitator to remove from the list of current policy holders (see Exhibit "B", Attachment "A") any policy holder who dies during the necessary time period required by the Court to place Snider in rehabilitation and place said policy holder onto the list of Snider Mutual Funeral Association Death Payments (see Exhibit "B", Attachment "C") after confirming that SNIDER MUTUAL FUNERAL ASSOCIATION has issued proper payment of the affected policy.

13.

The Commissioner further attaches to this Petition a proposed Rehabilitation Plan (**Exhibit B**) for SNIDER MUTUAL FUNERAL ASSOCIATION which he believes is in the best interest of the policyholders of SNIDER MUTUAL FUNERAL ASSOCIATION.

WHEREFORE, James J. Donelon, Commissioner of Insurance for the State of Louisiana prays that this petition for rehabilitation be accepted and filed and that:

- 1) SNIDER MUTUAL FUNERAL ASSOCIATION be placed into rehabilitation and that the Commissioner as Rehabilitator be vested by operation of law with the title to all property, business, affairs, accounts, bank accounts, safety deposit boxes, records and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION as of the date of the order of rehabilitation entered herein.
- 2) The Commissioner further prays that SNIDER MUTUAL FUNERAL ASSOCIATION current or former shareholders, officers, directors, agents, accountants, attorneys, actuaries, servants, and employees, and any other acting on its behalf not to dispose of property, business, affairs, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, copyrights, trademarks, patents, books, records, accounts, and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property,

and not to transact any business on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION, except with the concurrence of the Commissioner or until further order of this Court as per any orders or agreements currently in effect.

- 3) An order issued that directs SNIDER MUTUAL FUNERAL ASSOCIATION and its current or former shareholders, officers, directors, agents, attorneys, accountants, actuaries, servants, employees, banks, savings and loan associations, and any other partnership, company, or entity controlled by same and/or persons acting for or on behalf of said individuals and companies, and/or any others acting on its behalf, to immediately surrender and turn over to the Rehabilitator and/or the Receiver all property, business, affairs, documents, computers, all primary and secondary storage media, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, books, records, accounts, and other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, and the premises occupied by SNIDER MUTUAL FUNERAL ASSOCIATION and be enjoined from the transaction of the business of Snider Mutual Funeral Association, except with the concurrence of the Rehabilitator until further order of this Court.
- 4) Commissioner further prays that after a hearing on this matter pursuant to La R.S. 22:2006: an order be issued forthwith directing the Rehabilitator, his agents and/or employees to take possession and control of the property, business, affairs, bank accounts, safety deposit boxes, computers, all primary and secondary storage media, documents, claims files, software, electronic data, e-mail, websites, books, records, accounts, copyrights, trademarks, patents and all other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, whether in the possession of SNIDER MUTUAL FUNERAL ASSOCIATION or its current or former officers, directors, employees, consultants, attorneys, subsidiaries, affiliates or agents, and of the premises occupied by the of SNIDER MUTUAL FUNERAL ASSOCIATION for its business, enjoining SNIDER MUTUAL FUNERAL ASSOCIATION and its current or former shareholders, officers, directors, agents, attorneys, servants, and employees, and any others acting on its behalf, from disposing of property or assets and from the transaction of the business of SNIDER MUTUAL FUNERAL ASSOCIATION except with the concurrence of the Rehabilitator and/or until further order of this Court.
- 5) The Commissioner further prays that Barry Karns be appointed as Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION and that Ralph Gaubert be appointed as Deputy Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION.

RESPECTFULLY SUBMITTED,

BY ATTORNEYS FOR

James J. Donelon
Commissioner of Insurance
for the State of Louisiana

By: 

Jonathon B. Wagner, AAG
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(225) 219-4780 Telephone
(225) 342-1632 FAX

**NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

NUMBER: _____

DIVISION: _____

**JAMES J. DONELON, COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA**

VERSUS

SNIDER MUTUAL FUNERAL ASSOCIATION

FILED: _____

DEPUTY CLERK _____

EXHIBIT "A"

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

CAROLINE BROCK

a competent major, who after being duly sworn, did depose and state:

I am the Deputy Commissioner of Financial Solvency for the Department of Insurance, State of Louisiana, duly appointed by the Commissioner of Insurance.

In connection with my duties, I have reviewed the financial statements and the records of SNIDER MUTUAL FUNERAL ASSOCIATION

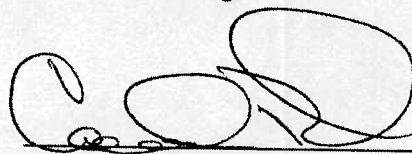
The information contained in this affidavit is based on my personal knowledge derived from my review of the financial statement and records of SNIDER MUTUAL FUNERAL ASSOCIATION and my conversations with my staff.

My review has revealed that SNIDER MUTUAL FUNERAL ASSOCIATION does not have an established Board of Directors and has violated its charter and by-laws by its failure to elect a Board of Directors or hold Board Meetings and is in such condition that its further transaction of business would be hazardous to its policyholders, creditors and public.

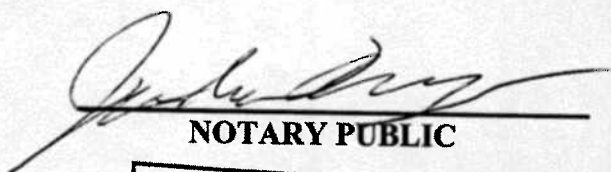
That the above is true and correct to the best of my knowledge.

WITNESSES:

Cindy Reeves
Sheri Smith


CAROLINE BROCK

Sworn to and Subscribed before me this 3rd day of Feb, 2014.


NOTARY PUBLIC

Jonathon B. Wagner
Attorney At Law
LA Bar Roll #29693
NOTARY PUBLIC #81348
Livingston Parish, LA
Commission Expires At Death

EXHIBIT "B"

SNIDER MUTUAL FUNERAL ASSOCIATION PLAN OF REHABILITATION

1.

Snider Mutual Funeral Association (Snider) was organized as a fraternal benefits society on November 16, 1937. Snider was reorganized on October 5, 1984, under the provisions of the Louisiana Insurance Laws as a non-profit funeral service association. The purpose of Snider was maintaining and operating a non-profit funeral service plan and to perform all acts authorized or permitted by such non-profit funeral associations.

2.

Snider was placed in Rehabilitation by order of the Nineteenth Judicial District Court of East Baton Rouge Parish on _____ as Snider had no valid Board of Directors, conducted no Board meetings in several years and continued operation of Snider would endanger the interest of the policyholders and the public.

3.

According to the books and records of Snider, the company has 31 policyholders. The face value of the policies range from One Hundred and 00/100 (\$100.00) Dollars to Three Hundred and 00/100 (\$300.00) Dollars. A copy of policyholders and the face or their respective policies are listed in **Attachment "A"** of this Plan.

4.

The total assets of the company are Thirty Thousand Five and 00/100 (\$30,005.00) Dollars with at least one class two creditor, namely Hixon-Snider Funeral Home, being owed Fourteen Thousand (\$14,000) Dollars.

5.

In order to ensure the policyholders receive at least the face amount of their policies for funeral services, The Receiver has entered into an Agreement with Hixson-Snider Funeral Home (**Attachment "B"**) to honor all current policyholder policies at twice the face value of their policy in the form of a credit for services and merchandise selected at the time of the funeral. The present policy requires all services to be performed by the Hixson-Snider Funeral Home in Dequincy, Louisiana; however, this credit would be honored at any Dignity Memorial locations in Louisiana. The current policyholders will not incur any additional premium payments on their policies. In exchange the Receiver will pay Snider the remaining balance of the estate after payment of all cost and expenses for the rehabilitation and liquidation of the estate.

6.

If current policyholders choose not to accept the credit to be issued by Snider, then the policyholder will have 30 days from the date of the approval of this plan, to contact the Receiver and receive a pro rata share of the assets of the estate assets after the deduction of the estimated cost and expenses for the rehabilitation and liquidation of the estate.

7.

The receiver will notify the policyholders listed in the **Attachment "C"** of this Plan. The date, location and time set for hearing objections to the proposed plan and allow ten days after receipt of said notice to file objections.

ATTACHMENT "A"**SNIDER MUTUAL FUNERAL ASSOCIATION
POLICYHOLDER LIST
AS OF JULY 15, 2013**

POLICYHOLDER	POLICY NUMBER	FACE AMOUNT
BARBERY, CLARENCE CHANDLER	10237	\$ 300
BARBERY, MARY	8841	\$ 300
BROWN, ALMA	6231	\$ 300
BROWN, BETTY J.	15733	\$ 300
BROWN, BILLY	2964	\$ 300
BULFORS, ELLIOT	2429	\$ 300
BULFORS, IRIS	12339	\$ 300
COCHERHAM, MILDRED	13282	\$ 300
FRIEND, JACQUELINE	6628	\$ 300
HOOSIER, ALCE	578	\$ 300
HOOSIER, BERTE (HALEY)	577	\$ 300
HOOSIER, LEONA	579	\$ 300
HUMBLE, GINNY PERKINS	15056	\$ 100
HUMBLE, LARRY	13912	\$ 100
HUMBLE, LANNY	13913	\$ 100
HUMBLE, NANNIE	13190	\$ 200
KENDALL, ARCHIE	6351	\$ 300
MARCENTEL, MAXCILLE	13777	\$ 300
ORTEGO, DONNIE SUE YELLOTT	6073	\$ 300
PATTERSON, J. W.	534	\$ 300
PHILIPS, EARL	8561	\$ 300
MAGEL, GRETA	14996	\$ 300
PERKINS, ORA LEE	6655	\$ 200
RICE, A. J.	6113	\$ 300
ROYER, CALVIN	10947	\$ 300
ROYER, DANITA	10945	\$ 300
ROYER, DELORES	10946	\$ 300
ROYER, HOLLIE	10944	\$ 300
SMITH, CLARENCE	13165	\$ 300
SMITH, JOAN	14675	\$ 300
SPEARS, ALINE	3024	\$ 300
TOTAL POLICYHOLDERS = 31		\$ 8,500

ATTACHMENT "B"

Receivership Agreement

On the dates indicated below, came representatives for the Hixon-Snider Mutual Funeral Association ("Snider") and for the Louisiana Department of Insurance ("LDI") who did agree to the following terms concerning the disposition of Snider's remaining policy holders.

1.

According to the books and records of Snider, the company has 31 policyholders. The face value of the policies range from One Hundred and 00/100 (\$100.00) Dollars to Three Hundred and 00/100 (\$300.00) Dollars.

2.

The total assets of the company are Thirty Thousand Five and 00/100 (\$30,005.00) Dollars with at least one class two creditor, namely Hixon-Snider Funeral Home, being owed Fourteen Thousand (\$14,000) Dollars.

3.

In order to ensure the policyholders receive at least the face amount of their policies for funeral services, The Receiver has entered into an Agreement with Hixson-Snider Funeral Home to honor all current policyholder policies at twice the face value of their policy in the form of a credit for services and merchandise selected at the time of the funeral. The present policy requires all services to be performed by the Hixson-Snider Funeral Home in Dequincy, Louisiana; however, this credit would be honored at any Dignity Memorial locations in Louisiana. The current policyholders will not incur any additional premium payments on their policies. In exchange the Receiver will pay Snider the remaining balance of the estate after payment of all cost and expenses for the rehabilitation and liquidation of the estate.

4.

If current policyholders choose not to accept the credit to be issued by Snider, then the policyholder will have 30 days from the date of the approval of this plan, to contact the Receiver and receive a pro rata share of the assets of the estate assets after the deduction of the estimated cost and expenses for the rehabilitation and liquidation of the estate.

5.

The receiver will notify the policyholders of the date, location and time set for hearing objections to the proposed plan and allow ten days after receipt of said notice to file objections.

Signed

Signed

Barry Karns, Receiver

S. J. "Bubba" Brasseaux
Hixon-Snider Funeral Home

Date

Date

ATTACHMENT "C"

Snider Mutual Funeral Association Death Payments

NAME	DATE OF DEATH	SERVICE DATE	AMOUNT
Bessie Barnett	Handled by Sulphur		300
Laura Brown	4/9/2007	4/11/2007	300
Ruby Barrow	2-28-2005	3/2/2005	300
Velma Bredehoft	12/27/2005	12/29/2005	300
Rena Broxson	8/31/2001	9/3/2001	300
Winfred Barrow	1/3/2000	1/5/2000	300
Harold Brown	2/5/2005	2/6/2005	300
George Bell	2/1/2000	2/2/2000	300
Francis Alston	5/7/2005	5/10/2005	300
Elma Cooper	3/10/2004	3/12/2004	300
Adrian Cox	8/3/2003	8/5/2003	300
Nathan Dickerson	5/4/1996	5/5/1996	100
Ava Dickerson	7/27/2005	7/29/2005	200
William Dickerson	3/1/2005	3/3/2005	300
Ernest Dickerson	3/1/2005	3/3/2005	200
Lillie Ezernack	4/7/2003	4/9/2003	300
W.F. Grove	6/19/2007	6/22/2007	300
Gearld Hyatt	9/1/2005	9/4/2005	300
Richard Ivey	2/24/2009	2/27/2009	300
Vicey Ivey	2/23/2003	2/26/2003	300
Cora Perkins	9/27/1999	9/27/1999	300
Odelino Marcantel	12/28/2000	12/30/2000	300
Bertie Martin	3/16/2005	3/19/2005	300
Noah Pinder	5/7/1999	5/9/1999	300
Linda McDaniel	3/21/2001	3/24/2001	100
Elmo Lyons	10/24/2008	10/26/2008	300
Ruby Lyons	10/24/2008	10/26/2008	300
Margaret Martinez	11/8/2002	11/11/2002	300
Glynn Mitchell	2/20/2001	2/23/2001	300
Hartense Martin	3/31/2003	4/2/2003	300
James Stewart	3/20/2002	3/21/2003	300
Rosie Montville	12/23/2008	12/27/2008	200
Harold Williams	9/16/2002	9/18/2022	300
Iris Pinder	7/9/2007	7/11/2007	300
James Elveston	9/7/2003	9/10/2003	300
Hazel Milwee	10/20/2003	10/27/2003	300
Gertie Welch	12/22/2003	12/24/2003	300
Verline Thompson	8/20/2000	8/22/2000	300
Idell Brooms	2/15/1999	2/17/1999	300
Vernice Marcantel	6/18/2006	6/20/2006	300
Donnie Fields	8/5/2009	8/8/2009	300
Barbara Smith	9/3/2009	9/5/2009	300
John Milwee	3/19/2011	3/24/2011	300
Mary Joffrion	1/20/2011	1/23/2011	300
Leland Wallace	1/24/2011	1/24/2011	300
Charles Fryer	Refund (Buried by someone else)		300
Leon Caskey	5/8/2012 Refund (Buried by someone else)		300
Lynn Patterson	1/20/2012	1/23/2012	300
Edward Fondal	3/27/2013	4/2/2013	300

NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NUMBER: _____

DIVISION: _____

JAMES J. DONELON, COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA

VERSUS

SNIDER MUTUAL FUNERAL ASSOCIATION

FILED: _____

DEPUTY CLERK _____

AFFIDAVIT AND VERIFICATION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

CAROLINE BROCK

a competent major, who after being duly sworn, did depose and state:

She is the Deputy Commissioner of Financial Insolvency for the Department of Insurance, State of Louisiana, duly appointed by the Commissioner of Insurance.

She has read the foregoing petition for rehabilitation and the allegations contained therein are true and correct to the best of her knowledge, information and belief.

WITNESSES:

Cindy Riviere

CAROLINE BROCK

Sheri Smith

Sworn to and Subscribed before me this 3rd day of Feb., 2014.

Jonathon B. Wagner
NOTARY PUBLIC
Jonathon B. Wagner
Attorney At Law
LA Bar Roll #29693
NOTARY PUBLIC #81348
Livingston Parish, LA
Commission Expires At Death

EXHIBITS/ATTACHMENTS

EXHIBIT A Affidavit of Caroline Brock

EXHIBIT B Proposed Plan of Rehabilitation

ATTACHMENT “A” Snider Mutual Funeral Association
Policyholder List

ATTACHMENT “B” Receivership Agreement

ATTACHMENT “C” Snider Mutual Funeral Association
Death Payments

**NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

NUMBER:

DIVISION:

**JAMES J. DONELON, COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA**

VERSUS

SNIDER MUTUAL FUNERAL ASSOCIATION

FILED: _____

DEPUTY CLERK _____

ORDER

Considering the foregoing verified Petition and Rule for Rehabilitation and for cause shown:

IT IS HEREBY ORDERED that a Rule be issued herein directed to Snider Mutual Funeral Association ordering said defendants to show cause on the 31st day of March, 2014 at 9:30 o'clock 9.m., why this Court should not find and order that sufficient cause exists for placing Snider Mutual Funeral Association in rehabilitation; why this Court should not appoint the Commissioner of Insurance for the State of Louisiana as the Rehabilitator; why this Court should not direct the Commissioner of Insurance and his agents and/or employees to take possession and control of the property, title, interest, business and affairs of Snider Mutual Funeral Association and to rehabilitate same and why all other relief prayed for in the Petition and Rule for Rehabilitation should not be granted.

Signed this _____ day of _____, 2014 at Baton Rouge, Louisiana.

JUDGE, NINETEENTH JUDICIAL DISTRICT COURT

PLEASE SERVE:

S. J. "Bubba" Brasseaux
222 Country Club Road
Lake Charles, LA 70605

**NINETEENTH JUDICIAL DISTRICT COURT
THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

NUMBER:

DIVISION:

**JAMES J. DONELON, COMMISSIONER OF INSURANCE
FOR THE STATE OF LOUISIANA**

VERSUS

SNIDER MUTUAL FUNERAL ASSOCIATION

FILED: _____

DEPUTY CLERK _____

ORDER OF REHABILITATION

CONSIDERING the law and the evidence entitling the parties to the relief sought and the Court being satisfied from the allegations therein and finding that the defendant named herein is an insurer as defined in and under Louisiana law and that the interests of creditors, subscribers, policyholders, and the public would be endangered by delay, and the Court finding that the law and the evidence is in favor of granting the relief prayed for herein,

IT IS ORDERED, ADJUDGED AND DECREED that Snider Mutual Funeral Association be and are hereby placed in rehabilitation under the direction and control of the Commissioner of Insurance for the State of Louisiana, his successors and assigns in his office and his agents, designees, and/or employees (the "Rehabilitator"), subject to the further written orders of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner, or any designated deputy, be appointed Rehabilitator.

IT IS ORDERED, ADJUDGED AND DECREED that Barry Karns be appointed as Receiver and Ralph Gaubert be appointed as Deputy Receiver of Snider Mutual Funeral Association.

IT IS ORDERED, ADJUDGED AND DECREED that the Commissioner of Insurance as Rehabilitator be and hereby is vested by operation of law with the title to all property, business, affairs, accounts, bank accounts, safety deposit boxes, records and other assets of Snider Mutual Funeral Association as of the date of this order and he is ordered to direct the rehabilitation of same, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that pursuant to La R.S. 22:2002 the Rehabilitator, his agents and/or employees are directed to immediately take and/or maintain possession and control of the property, business, affairs, transactions, bank accounts, safety deposit boxes, computers, all primary and secondary storage media, documents, claims files, software, electronic data, e-mail, websites, books, records, accounts, copyrights, trademarks, patents, and all other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, whether in the possession of SNIDER MUTUAL FUNERAL ASSOCIATION, or its current or former officers, directors, employees, consultants, attorneys, subsidiaries, affiliates, or agents, and of the premises occupied by SNIDER MUTUAL FUNERAL ASSOCIATION or so much thereof as he may deem appropriate, manage the affairs of SNIDER MUTUAL FUNERAL ASSOCIATION, and rehabilitate SNIDER MUTUAL FUNERAL ASSOCIATION, until further order of the Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Rehabilitator may permit such further operation of SNIDER MUTUAL FUNERAL ASSOCIATION, as he may deem necessary and appropriate and as he may find to be in the best interest of the policyholders of SNIDER MUTUAL FUNERAL ASSOCIATION.

IT IS ORDERED, ADJUDGED AND DECREED that all authority of all officers, directors, and managers of SNIDER MUTUAL FUNERAL ASSOCIATION, is hereby suspended and vested with the Rehabilitator until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that SNIDER MUTUAL FUNERAL ASSOCIATION, shall not engage in any solicitation or marketing whatsoever.

IT IS ORDERED, ADJUDGED AND DECREED that SNIDER MUTUAL FUNERAL ASSOCIATION, and its current or former shareholders, officers, directors, agents, attorneys, accountants, actuaries, servants, employees, banks, savings and loan associations, and any other partnership, company, or entity controlled by same and/or persons acting for or on behalf of said individuals and companies, and/or any others acting on its behalf, be and hereby ordered to immediately surrender and turn over to the Rehabilitator all property, business, affairs, documents, computers, all primary and secondary storage media, bank accounts, safety deposit boxes, software, electronic data, e-mail, websites, books, records, accounts, and other all assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including all real property, and the premises occupied by SNIDER MUTUAL FUNERAL ASSOCIATION and are hereby enjoined

from the transaction of the business of SNIDER MUTUAL FUNERAL ASSOCIATION, except with the concurrence of the Rehabilitator and/or until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that SNIDER MUTUAL FUNERAL ASSOCIATION, current or former shareholders, officers, directors, agents, accountants, attorneys, servants, employees, banks, savings and loan associations, actuaries and any other partnership, company or entity controlled by same and/or other persons acting for or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION be and hereby are enjoined from disposing of the property or assets of SNIDER MUTUAL FUNERAL ASSOCIATION, and from the transaction of its business except with the concurrence of the Rehabilitator, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all persons and entities are enjoined and stayed from obtaining preferences, judgments, attachments or other like liens or the making of any levy against SNIDER MUTUAL FUNERAL ASSOCIATION, its property and assets while in the Rehabilitator's possession and control as of this date of this Order until further orders.

IT IS ORDERED, ADJUDGED AND DECREED that SNIDER MUTUAL FUNERAL ASSOCIATION, its current or former shareholders, officers, directors, agents, accountants, attorneys, servants, employees, actuaries and any other partnership, company or entity controlled by same and/or other persons acting for or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION, or subject to their control, and all other persons or entities who have access to, control or possession of the property, assets, and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION, be and hereby are enjoined further as follows:

- 1) from disposing of or encumbering any of the property or assets of SNIDER MUTUAL FUNERAL ASSOCIATION;
- 2) from disposing of any records or other documents belonging to SNIDER MUTUAL FUNERAL ASSOCIATION, or relating to the business and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION;
- 3) from the transaction of any business by, for, or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION including, but not limited to:
 - a) the writing, issuance or renewal of any certificate of coverage, insurance policy, binder, or endorsement to an existing policy or certificate of coverage;
 - b) the payment of claims and of any policy or certificate of coverage benefits;

- c) the incurring of any claim or loss adjustment expense;
- d) the incurring of any debt or liability, except with the concurrence of the Rehabilitator or until further order of this Court; and
- e) the interfering with the acquisition of possession by the exercise of dominion and control over the property of SNIDER MUTUAL FUNERAL ASSOCIATION by the Rehabilitator or the Rehabilitator's conduct of the business and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION.

IT IS ORDERED, ADJUDGED AND DECREED that the Rehabilitator be allowed and authorized to:

- 1) Employ and authorize the compensation of accountants, clerks, and such assistants as he deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of SNIDER MUTUAL FUNERAL ASSOCIATION in the possession of the Rehabilitator or coming into the possession of the Rehabilitator or SNIDER MUTUAL FUNERAL ASSOCIATION;
- 2) Defend or not defend legal actions wherein SNIDER MUTUAL FUNERAL ASSOCIATION or the Rehabilitator is a party defendant, commenced prior to or subsequent to the entry of the order herein, without the authorization of the Court, except, however, in actions where SNIDER MUTUAL FUNERAL ASSOCIATION is a nominal party, as in certain foreclosure actions and the action does not affect a claim against or adversely affect the assets of SNIDER MUTUAL FUNERAL ASSOCIATION, the Rehabilitator and/or Receiver may file appropriate pleadings in his discretion;
- 3) Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding;
- 4) Collect all debts, which are economically feasible to collect and which are due and owing to SNIDER MUTUAL FUNERAL ASSOCIATION;
- 5) Take possession of all SNIDER MUTUAL FUNERAL ASSOCIATION'S securities and certificates of deposit on deposit with the Commissioner of Insurance of the State of Louisiana or any other person or entity, if any, and convert to cash so much of the same as may be necessary, in his judgment, to pay the expenses of administration of this receivership; and
- 6) Issue endorsements on existing policies, subscriber agreements, or certificates of coverage.
- 7) Remove from the list of current policy holders any policy holder who dies during the necessary time period required by the Court to place Snider in rehabilitation and place said policy holder onto the list of Snider Mutual Funeral Association Death Payments after confirming that SNIDER MUTUAL FUNERAL ASSOCIATION has issued proper payment of the affected policy.

IT IS ORDERED, ADJUDGED AND DECREED that any officer, director, manager, trustee, agent or adjustor of SNIDER MUTUAL FUNERAL ASSOCIATION and any person who possesses or possessed any executive authority over, or who exercises or exercised any control over any segment of SNIDER MUTUAL FUNERAL ASSOCIATION'S affairs is

required to fully cooperate with the Rehabilitator, notwithstanding their dismissal pursuant to the order entered herein.

IT IS ORDERED, ADJUDGED AND DECREED that all attorneys employed by SNIDER MUTUAL FUNERAL ASSOCIATION as of the date of the order entered herein shall, within ten (10) days' notice of this order, report to the Rehabilitator and/or Receiver on the name, company, claim number and status of each file they are handling on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION. Said report shall also include an account of any funds received from or on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION. All attorneys described herein are hereby discharged as of the date of the order entered herein unless the Rehabilitator retains their services in writing. All attorneys employed by SNIDER MUTUAL FUNERAL ASSOCIATION who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of SNIDER MUTUAL FUNERAL ASSOCIATION shall deliver such litigation files, material, documents or records intact and without purging to the Rehabilitator notwithstanding any claim of a retaining lien, which, if otherwise valid, shall not be extinguished by such turn-over of documents.

IT IS ORDERED, ADJUDGED AND DECREED that reinsurance premiums due to or payable by SNIDER MUTUAL FUNERAL ASSOCIATION shall be remitted to, or disbursed by the Rehabilitator or to another party at the Rehabilitator's discretion. The Rehabilitator shall handle reinsurance losses recoverable or payable by SNIDER MUTUAL FUNERAL ASSOCIATION. All correspondence concerning reinsurance shall be between the Rehabilitator and/or the Receiver and the reinsuring company or intermediary unless requested by the Rehabilitator.

IT IS ORDERED, ADJUDGED AND DECREED that upon request by the Rehabilitator and/or Receiver, any company providing telephone services to SNIDER MUTUAL FUNERAL ASSOCIATION shall provide a referral of calls from the number presently assigned to SNIDER MUTUAL FUNERAL ASSOCIATION to any such number designated by the Rehabilitator or perform any other services or changes necessary to the conduct of the receivership of SNIDER MUTUAL FUNERAL ASSOCIATION.

IT IS ORDERED, ADJUDGED AND DECREED that any bank, savings and loan association, financial institution, and any other person which has on deposit, in its possession,

custody or control any funds, accounts and any other assets of SNIDER MUTUAL FUNERAL ASSOCIATION, shall immediately transfer title, custody and control of all such funds, accounts, or assets to the Rehabilitator, and are hereby instructed that the Rehabilitator has absolute control over such funds, accounts and all other assets. The Rehabilitator and or Receiver may change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution or take such action necessary for the proper conduct of this receivership. No bank, savings and loan association, or other financial institution shall exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the Rehabilitator's control without the permission of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to SNIDER MUTUAL FUNERAL ASSOCIATION shall maintain such service and transfer any such accounts to the Rehabilitator and/or Receiver as of the date of the order entered herein, unless instructed to the contrary by the Rehabilitator and/or Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that any data processing service which has custody or control of any data processing information and records, including, but not limited to, source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to SNIDER MUTUAL FUNERAL ASSOCIATION shall transfer custody and control of such records to the Rehabilitator. The Rehabilitator shall compensate any such entity for the actual use of hardware and software, which the Rehabilitator finds to be necessary to this proceeding. Compensation shall be based upon the monthly rate provided for in contracts or leases with SNIDER MUTUAL FUNERAL ASSOCIATION which were in effect when this proceeding was instituted, or based upon such contracts as may be negotiated by the Rehabilitator, for the actual time such equipment and software is used by the Rehabilitator.

IT IS ORDERED, ADJUDGED AND DECREED that the United States Postal Service is directed to provide any information requested by the Rehabilitator and/or Receiver regarding SNIDER MUTUAL FUNERAL ASSOCIATION and to handle future deliveries of SNIDER MUTUAL FUNERAL ASSOCIATION'S mail as directed by the Rehabilitator and/or Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that the Rehabilitator and/or Receiver may conduct an investigation of SNIDER MUTUAL FUNERAL ASSOCIATION and

its subsidiaries and affiliates to uncover and make fully available to the Court the true state of SNIDER MUTUAL FUNERAL ASSOCIATION'S financial affairs. In furtherance of this investigation, SNIDER MUTUAL FUNERAL ASSOCIATION and its parent corporations, its subsidiaries, its affiliates and its third party administrators, shall make all books, documents, accounts, records and affairs, which either belong to or pertain to SNIDER MUTUAL FUNERAL ASSOCIATION, available for full, free and unhindered inspection and examination by the Rehabilitator or his designees during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the order entered herein. SNIDER MUTUAL FUNERAL ASSOCIATION and the above-specified entities shall fully cooperate with the Rehabilitator and/or the Receiver. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of SNIDER MUTUAL FUNERAL ASSOCIATION'S current or former officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of SNIDER MUTUAL FUNERAL ASSOCIATION, its affiliates and subsidiaries and any other person or entity who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of SNIDER MUTUAL FUNERAL ASSOCIATION in both their official, representative, and individual capacities and the production of all documents that are calculated to disclose the true state of SNIDER MUTUAL FUNERAL ASSOCIATION'S affairs.

IT IS ORDERED, ADJUDGED AND DECREED that any and all individuals and entities be and hereby are enjoined from instituting and/or taking further action in any suits, proceedings, and seizures against SNIDER MUTUAL FUNERAL ASSOCIATION, the Commissioner, the Receiver, and any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, accountants, or attorneys of same, to prevent any preference, judgment, seizure, levy, attachment, or lien being rendered against SNIDER MUTUAL FUNERAL ASSOCIATION, its estate and assets, and/or its policyholders, the Commissioner in his capacity as Rehabilitator, the Receiver, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of same, and the making of any levy against SNIDER MUTUAL FUNERAL ASSOCIATION, its property or assets until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that, except with the concurrence of the Rehabilitator/Receiver or until further written order of this Court, all suits, proceedings, and

seizures against SNIDER MUTUAL FUNERAL ASSOCIATION and/or its policyholders are hereby stayed in order to prevent the obtaining of any preference, judgment, seizure, levy, or lien, and to preserve the property and assets of SNIDER MUTUAL FUNERAL ASSOCIATION, including, but not limited to, suits and proceedings and all litigation where:

- 1) SNIDER MUTUAL FUNERAL ASSOCIATION is a party;
- 2) A policyholder or any other person who is named as a party to the litigation or claims insurance coverage under any policy of insurance, subscriber agreement or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
- 3) The litigation involves or may involve the adjudication of liability or determines any possible rights or obligations of any policyholder or person as to any insurance policy, subscriber agreement, or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION, or determines any possible future liability of SNIDER MUTUAL FUNERAL ASSOCIATION with regard to any insurance policy, subscriber agreement or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
- 4) Where SNIDER MUTUAL FUNERAL ASSOCIATION would otherwise be obligated to provide a defense to any party in any court pursuant to any policy of insurance, or certificate of coverage issued or assumed by SNIDER MUTUAL FUNERAL ASSOCIATION;
- 5) Where the ownership, operations, management and/or control of SNIDER MUTUAL FUNERAL ASSOCIATION is at issue; and
- 6) Any party is seeking to create, perfect or enforce any preference, judgment, attachment, lien, or levy against SNIDER MUTUAL FUNERAL ASSOCIATION or its assets or against any member, subscriber, enrollee and/or policyholder of SNIDER MUTUAL FUNERAL ASSOCIATION.

IT IS ORDERED, ADJUDGED AND DECREED that there shall be no liability on the part of and that no cause of action of any nature shall exist against the Rehabilitator and/or Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION and/or the Attorney General of the State of Louisiana in his capacity as attorney for the Rehabilitator and/or Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION, their representatives, agents, employees, or attorneys, for any action taken by them when acting in accordance with the orders of this Court and/or as Rehabilitator, and/or Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION, and that such actions shall be barred.

IT IS ORDERED, ADJUDGED AND DECREED that after payment of all administrative expenses of rehabilitation, receivership, and/or liquidation, all obligations of SNIDER MUTUAL FUNERAL ASSOCIATION will be paid pursuant to the orders of this Court, according to the applicable law.

IT IS ORDERED, ADJUDGED AND DECREED that all contracts between SNIDER MUTUAL FUNERAL ASSOCIATION and any and all persons or entities providing services to SNIDER MUTUAL FUNERAL ASSOCIATION and its policyholders remain in full force and effect, until further order of this Court or unless otherwise notified by the Rehabilitator and/or Receiver.

IT IS ORDERED, ADJUDGED AND DECREED that any and all individuals and entities be and hereby are enjoined from interfering with these proceedings, or with the Rehabilitator's possession and control or title, rights or interest; from interfering with the conduct of the business of SNIDER MUTUAL FUNERAL ASSOCIATION by the Rehabilitator; from wasting the assets of SNIDER MUTUAL FUNERAL ASSOCIATION, and from obtaining preferences, judgments, attachments or other like liens or the making of any levy against SNIDER MUTUAL FUNERAL ASSOCIATION or its property and assets while in the possession and control of the Rehabilitator, until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all authority of all officers, directors, and managers of SNIDER MUTUAL FUNERAL ASSOCIATION is hereby suspended and is vested in the Rehabilitator and/or Receiver until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that SNIDER MUTUAL FUNERAL ASSOCIATION, and its respective current or former officers, directors, shareholders, agents, attorneys, accountants, actuaries, servants, employees, and all those acting in concert with or in participation with them or subject to their control, and all other persons or entities who have access to control or possession of the property, assets and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION be and hereby are enjoined further, as follows:

- 1) from disposing of or encumbering any of the property or assets of SNIDER MUTUAL FUNERAL ASSOCIATION;
- 2) from disposing of any records or other documents belonging to SNIDER MUTUAL FUNERAL ASSOCIATION or relating to the business and affairs of SNIDER MUTUAL FUNERAL ASSOCIATION; and
- 3) from the transaction of any business by, for, or on behalf of or relating to SNIDER MUTUAL FUNERAL ASSOCIATION, including, but not limited to:
 - a) the writing, issuance, or renewal of any insurance policy, or certificate of coverage, binder, or endorsement to an existing policy, or certificate; and
 - b) the incurring of any debt or liability of SNIDER MUTUAL FUNERAL ASSOCIATION except with the concurrence of the Rehabilitator until further

written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all individuals and entities are enjoined from instituting or taking further action in any suit or proceeding against SNIDER MUTUAL FUNERAL ASSOCIATION, the Commissioner in his capacity as Rehabilitator of SNIDER MUTUAL FUNERAL ASSOCIATION, the Receiver, any affiliates, subsidiaries, insurers, officers, directors, representatives, agents, employees, or attorneys of the Rehabilitator or Receiver of SNIDER MUTUAL FUNERAL ASSOCIATION, its estate and assets, and its policyholders, and from making any levy or seizure against SNIDER MUTUAL FUNERAL ASSOCIATION or its estates and assets while under the rehabilitation of the Rehabilitator until further written order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that all premiums and other debts due to SNIDER MUTUAL FUNERAL ASSOCIATION shall be paid to the Rehabilitator/Receiver until further order of this Court.

IT IS ORDERED, ADJUDGED AND DECREED that the Rehabilitator and or the Receiver shall notify every holder of a certificate of coverage or contract of insurance issued by SNIDER MUTUAL FUNERAL ASSOCIATION and every known creditor of SNIDER MUTUAL FUNERAL ASSOCIATION of this order of rehabilitation and injunction within sixty (60) days of the date of this order, notwithstanding the provisions of LA R.S. 22:2011.

IT IS ORDERED, ADJUDGED AND DECREED that the Rehabilitator/Receiver shall be granted all legal and equitable relief as may be necessary to fulfill his duties as rehabilitator and/or Receiver and for such other relief as the nature of the case and the interest of SNIDER MUTUAL FUNERAL ASSOCIATION 'S policyholders, creditors, or the public, may require.

Baton Rouge, Louisiana, this _____ day of _____, 2014.

JUDGE, NINETEENTH JUDICIAL DISTRICT COURT