



## Funeral Consumers Alliance of Philadelphia

PO Box 248, Philadelphia PA 19105 • 267-712-9695 • [www.fcaphilly.org](http://www.fcaphilly.org)

October 18, 2015

Mr. Harry Neel  
Jefferson Memorial Cemetery and Funeral Home  
401 Curry Hollow Road  
Pittsburgh, PA 15236

Dear Mr. Neel,

The executive director of Funeral Consumers Alliance is Joshua Slocum. As those in the funeral industry well know, FCA is the national advocacy group for consumer rights in the USA. It was directly through the efforts of the FCA that the FTC adopted the "funeral rule" in 1984. I was general counsel at the time.

Mr. Slocum has looked into the conflict in PA between the cemeteries and the funeral directors relating to the sale of merchandise. In the opinion of FCA, this matter is, in Josh's words, "a turf war." We have received no complaints from consumers relating to the sale of merchandise by cemeteries.

Sincerely,

David Rittenhouse Morrison, Esq.  
Acting President of the Funeral Consumers Alliance of Greater Philadelphia

**HOUSE CONSUMER AFFAIRS COMMITTEE**

**HEARING ON SB 874**

**JANUARY 26, 2016**

**9:15AM**

**ROOM 140 – HOUSE MAJORITY CAUCUS ROOM**

**HARRISBURG, PA**

**TESTIMONY**

**R. PAUL EVANS**

**VICE PRESIDENT & OWNER**

**EVANS BURIAL VAULTS, INC. (EBV)**

My name is R. Paul Evans and I am Vice President and Owner of Evans Burial Vaults, Inc. (EBV). EBV services the burial vault needs of over 120 funeral homes in central Pennsylvania, northern Maryland and northern Delaware and 2016 marks 100 years of business for our firm. We operate 4 burial vault plants located in Leola (Lancaster County), Schaefferstown (Lebanon County), Harrisburg, and Gettysburg, PA.

Prior to my current position, I worked for 15 years in the consulting/engineering field managing a wide range of projects. My educational background includes a B.S. in Geology from Dickinson College and a MS from the College of Engineering EPC program, the Pennsylvania State University.

The Burial Vault industry follows very specific standards and specification for the construction, delivery and installation of concrete burial vaults. These standards and specifications are provided by the National Concrete Burial Vault Association (NCBVA) as well as by the national burial vault franchises including Wilbert, Doric, Trigard, and Eagle. In general, these standards and specifications require that burial vaults are constructive with a 5,000 psi concrete mix with specific types of reinforcements including rebar, wire mesh, and polystyrene vault liners. Vaults are to be allowed to cure for a minimum of 28 days and then delivered to

cemeteries for burial. NCBVA provides a certification for vault companies which follow these industry standards.

At EBV we have learned that the best practice to ensure a high quality product is to follow the NCBVA manufacturing specifications and carefully rotate stock somewhere between 60 and 90 days. Vaults with polystyrene liners should be stored indoor to limit potential changes in temperature which can cause damage to the liners as they expand and contract.

When installing the vault, it is important to keep the box and lid as dry as possible and limit any soil material from impacting the seal area. The best way to properly seal a burial vault is to use a Wilbert Way above ground sealing system in which the box and lid are sealed above ground and then lowered together in the grave as a complete unit.

I am now going to present to you a slide show that demonstrates examples of how corporate cemeteries in this Commonwealth hold inventory pursuant to the practice of constructive delivery.

I see a number of problems with the concept of constructive delivery of burial vaults. First, concrete will deteriorate over time when exposed to changes in temperature (freeze and thaw) and acidic rain (concrete bridges, retaining walls,

etc. also deteriorate). Of particular concern would be the condition of any sealer material (i.e. rubber neck, etc). This material becomes very brittle over time when not stored in a moist and temperature controlled area resulting in poor vault sealing performance.

I am also aware that some cemeteries use a constructive delivery strategy where vaults are interred when purchased pre-need. Then at the time of need, the vault is exhumed and the cover is removed for burial. I also see problems with this strategy. When the cover is removed, the seal is broken which in most instances damages the tongue and groove sealing structure as well as any polymer liners.

Also, from a practical perspective, it is impossible to keep soil material from interfering with seal when the cover is placed back on the vault. In most instances, the result is a damaged product that is full of water and mud. This would not result in a dignified manner of burial.

I support Senate Bill 874 because I don't believe that constructive delivery is consistent with industry standards and does not provide any benefits for consumers. I sincerely request that this bill be moved through to committee.



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Protecting a consumer's right to choose meaningful, dignified, and affordable funerals since 1963

**Testimony on Behalf of Funeral Consumers Alliance, Inc.  
before the House Committee on Energy and Commerce,  
Subcommittee on Consumer Protection  
July 27, 2009**

Prepared by Joshua Slocum, Executive Director, FCA, Inc.

To the Honorable Representatives:

Once again, a wrenching example of consumer abuse has focused Congress's attention on the one business no American wants to interact with, but that everyone must: the funeral and cemetery industry. The allegations of grave desecration at Burr Oak cemetery in Chicago are shocking to American newspaper readers and television viewers. To consumer advocates, cemetery scandals are par for the course. In 2001, the largest funeral and cemetery chain in the country was accused of digging up bodies and dumping them in the woods at the Menorah Gardens cemetery in Florida. In 2002, investigators found more than 300 uncremated bodies strewn about the property of Tri-State crematory in Georgia. From 2007 through the present, investigators in almost half the states allege that more than \$1 billion in money is missing from funeral and cemetery trust funds<sup>1</sup>, money paid in good faith by Americans who wanted to make sure the most painful day for their survivors would go just a little more smoothly.

Funeral Consumers Alliance is a nonprofit federation of nearly 100 educational organizations coast to coast. Since our founding in 1963, we've functioned as the only national nonprofit exclusively dedicated to protecting the grieving public from fraud and abuse in the funeral transaction. During the 1970s and 1980s, our federation helped push for the successful passage of the Federal Trade Commission's Funeral Rule, a funeral consumer's bill of rights. Since then, we've advocated for expansion of the Rule to cover cemeteries, for better enforcement of existing regulations, and for tough nationwide standards to protect all grieving families. We've watched in frustration as death industry scandals rivet the nation, grab the attention of

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<sup>1</sup> The financial failure or outright theft of prepaid funeral and cemetery money has been well documented by the press. One of the largest companies, National Prearranged Services, has been put into receivership by a Texas court after investigators alleged NPS was running a Ponzi scheme, and racked up \$987 million in negative equity. Several other cemetery or funeral businesses around the country have been accused of stealing more than several hundred million more dollars from consumers -- all within the past several years -- who placed their money and their trust with these outfits. FCA will provide Congress with necessary documentation on request.

lawmakers, then fade away. Yet 2.4 million Americans die every year, and their survivors deserve a minimum of protection, even after outstanding abuses leave the front page. Congress may not hear about them, newspapers may not write about them, but Funeral Consumers Alliance does. We call on our lawmakers not to let this opportunity for reform slip away.

It's hard to imagine something more painful for a family than to realize their mother, child or friend, has been pulled from the ground and thrown on the refuse heap. No law can stop outright criminality, but we must enact tougher, consistent regulations across the country to help deter these and other abuses. They are, unfortunately, only the most visible and shocking examples of a long-neglected problem: the lack of any national standards whatsoever for the regulation of cemeteries. There is a patchwork of inconsistent, contradictory laws among the states about what cemeteries may do, must do, and what rights, if any, grieving consumers enjoy. With a handful of exceptions, the states have failed the public.

While the Federal Trade Commission has set minimum standards for truthful dealing for funeral homes, the federal government has turned a blind eye to graveyards. Funeral homes must give consumers truthful disclosures, the right to select what they want, and they may not lie to boost the sale. Cemeteries (except in a few states) are free to hide their prices, make up non-existent laws to push merchandise on the grieving, and force families to buy their overpriced tombstones and grave vaults (or suffer a financial penalty if they refuse).

Senator Christopher Dodd introduced legislation in 2002 and 2004 that would have expanded the Federal Trade Commission's Funeral Rule to cover cemeteries. The bills would have set tough national standards for the safekeeping of consumers' prepaid funeral and cemetery money. Both bills went to an unmarked grave. The meltdown of the financial sector has shown that our laissez faire attitude to regulation has catastrophic consequences for everyday Americans. The hands-off attitude regulators have taken to Wall Street has been just as disastrous for funeral and cemetery consumers. Death arrangements are one of the most costly and emotionally fraught transactions we'll ever encounter, but the death industry flies under the radar until yet another horrible scandal hits the front page.

We respectfully urge Congress to make meaningful change, including:

- **Bringing all death-related businesses under the FTC Funeral Rule, and codifying the Rule.** Consumers see the funeral, cemetery, monument, and casket purchases as one. They have the right expect free choice and truthful sales representations from all funeral-related vendors. Establishing minimum standards and a *culture of accountability* for the cemetery industry will help deter abuse. Making an agency rule into a law with a Congressional mandate will focus needed FTC attention on enforcement.
- **Creating standards for uniform regulation of cemeteries.** There is no consistency among the states<sup>2</sup>. Responsibility for cemetery regulation nationwide is spread among dedicated state

<sup>2</sup> We have attached a list of the cemetery regulatory bodies in each state we were able to locate in the short amount of time available for research before this hearing. While at least one agency is noted for each state, the level of actual regulation performed by the agency varies widely. Some agencies, such as some state real estate

boards, state real estate commissions, state insurance commissions, and in some cases, doesn't exist at all. Even within some states, different agencies are responsible for licensing cemeteries, monitoring perpetual care funds, or regulating a cemetery's preneed sales. Comprehensive, regular auditing and inspections are spotty or non-existent. The FTC Funeral Rule has been adopted by reference in many states. A similar approach to cemeteries would give states a legal template, and spur state action for rulemaking and enforcement. Including minimum standards for cemetery record-keeping and retention would provide state regulators a place to begin when inspecting cemeteries.

- **Giving consumers the right to a full refund or transfer of their prepaid death services contracts.** Senator Dodd's bill, the Federal Death Care Inspection and Disclosure Act, would have brought all states up to the responsible level of consumer protection found in states such as New York and New Jersey. Families who pre-purchased death services would have had the right to a full refund or transfer if they moved or changed their minds before death. Currently, consumers stand to lose between 5 percent to more than half of their prepaid contract if they change their mind, depending on the state. Requiring this right of refund would force death care businesses to establish sound, responsible accounting practices.

#### **The Death Care Transaction and Federal Remedies for Funeral Home Abuses**

In 2002, the last period for which national data is available, Americans spent more than \$14 billion annually<sup>3</sup> on funeral and cemetery expenses. The amount is surely higher seven years later. When the Federal Trade Commission promulgated the Funeral Rule in 1982, it recognized the unique potential for abuse in the death transaction:

*While the arrangement of a funeral is clearly an important financial transaction for consumers, it is a unique transaction, one whose characteristics reduce the ability of consumers to make careful, informed purchase decisions. Decisions must often be made while under the emotional strain of bereavement. In addition, consumers lack familiarity with the funeral transaction; close to fifty percent of all consumers have never arranged a funeral before, while another twenty-five percent have done so only once . . . This difficulty is exacerbated, however, by several practices used by funeral providers which limit the consumer's ability to make informed, independent choices.<sup>4</sup>*

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commissions, appear to do little more than register the existence of a commercial cemetery. Others, such as some insurance departments, purportedly oversee preneed transactions, but have nothing to do with auditing or inspecting cemetery records or conditions on-site. Our initial research made one thing perfectly clear: it's next to impossible for consumers in most states to even figure out whether there's even an agency with which they can file a complaint.

<sup>3</sup> This data comes from the US Census Bureau's economic survey for 2002. The 2007 survey does not seem to account for death purchases.

<sup>4</sup> Federal Register, Vol 47, no. 188, September 24, 1982.

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**Funeral Consumers Alliance Testimony Before the House Commerce and Energy Committee,  
Consumer Protection Subcommittee, July 27, 2009, Chicago, Illinois**

The FTC identified the most common “deceptive acts and practices” used by funeral providers:

- **Misrepresenting the law**—claiming, for example, embalming was required by law when it wasn’t in order to pad the bill
- **Bundling goods and services**—forcing consumers to buy a full funeral package, and refusing to reduce the price for families who wanted to forego optional purchases
- **Hiding prices**—refusing to disclose prices by phone, and refusing to give families clear, printed price lists necessary to make an informed, affordable choice
- **Refusing to allow outside merchandise**—refusing to use caskets purchased outside the funeral home, or tacking on a handling fee that would swallow any savings realized by buying a casket from a third party

### Cemeteries Exempt from Minimum FTC Standards

Under the Funeral Rule, these practices are barred. But what funeral homes may not do, cemeteries may do with impunity. Except in the minority of states, cemeteries need not give consumers printed price lists. Not only does this frustrate price comparison efforts, it allows unscrupulous cemeteries to charge different prices for the same services depending on how much the salesman believes he can get from each customer. While funeral homes may not refuse to use a third-party casket, consumer complaints to FCA indicate cemeteries routinely tell families they’re required to buy the grave vault or memorial from the cemetery. If the customer balks, these cemeteries penalize the customer with bogus “inspection” or “setting” fees for outside merchandise, negating any cost savings and shutting down price competition in the market.

The daughter of a veteran wrote to FCA telling of how one cemetery exploited her family by refusing to place a temporary marker on her father’s grave pending the arrival of his government headstone:

... My father was a veteran of the Air Force and Navy. He was career military. Unfortunately, we did as many people do and did not make burial plans until my father died.

Upon arriving at Pine Ridge, the Manager —Tom— took us into his office to help us make decisions. We asked about the Veteran’s Marker. We were told that they take a very long time to arrive at the cemetery (7 months at the minimum) [the VA reports 90 days] and that we would have to pay extra to have it installed at the cemetery and that the cemetery would not maintain a veteran’s marker. Tom told us that if we bought a marker from them that my father’s grave would not go unmarked and that they would place a temporary marker on his grave until the one we selected arrived.<sup>5</sup>

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<sup>5</sup> All consumer complaints cited in this testimony will be provided to Congress on request.

We selected and ordered a Pine Ridge Marker. The cost was over \$4,000 for the interment and Marker. Several days after my father died I visited the grave and it was not yet marked.

Another survivor of a veteran told FCA:

My grandfather died in 1983 and still has no headstone, the 3rd wife never paid for it. So I know he is a veteran (navy) and is eligible for a VA headstone/marker. This cemetery only does flat markers, that's fine. They will not accept the 24x12x4 stone marker but do accept the 24x12x3/4 bronze marker plate. The kicker is that the bronze marker plate requires a stone base of course which would cost additional monies. Keep in mind the plate is the same size as the plain stone without a bronze plate. They insist upon the base being 28x18x4. **My guess is to boost sales of stone through their company.** Sure they accept other bases from outside companies that are 28x18x4 but who would do that? They clearly came up with a way to charge outrageous amounts extra. **Oh and they charge a 83 cent [per square inch] installation fee which is 3x most cemeteries.** Then they charge a lower than normal amount for the stone, so it worked out the same in the end but functions to make it appear cheaper though them.

A Michigan woman called FCA to report that when she went to bury her mother's ashes, the cemetery manager refused to accept the polystyrene "urn vault" she bought direct from the manufacturer for \$50. (Urn vaults are outer boxes into which the urn is placed. They're completely unnecessary, but cemeteries often require them as a way to boost profits, since burying ashes is cheaper than burying a whole casket). The woman reported the manager balked because he wasn't sure the vault was strong enough. But she pointed out it was **the exact same make and model the cemetery was trying to sell her for \$225 more.** I called the cemetery manager on the customer's behalf. He claimed he'd never told her he wouldn't accept the vault, but dismissed the woman contemptuously: "Here's the problem - she's just tryin' to save a little money." The customer was astonished: "He's such a liar. I told him right upfront that I bought a Triple-H polystyrene vault. This is the same one he was going to sell me for \$275? Incredible."

Shockingly, some states actually sanction these practices by law. In 2006, Georgia passed a law allowing cemetery owners to charge customers \$125 if the customer buys a monument from someone other than the cemetery. According to public records, the bill's sponsor accepted thousands of dollars from large cemetery companies. The law characterizes this as "reimbursing" the cemetery for "reasonable costs in assisting in the siting of a monument," and "supervision and inspection of the installation," but this is really just a penalty for smart shoppers who find a cheaper tombstone elsewhere. If a funeral home were to pull this stunt with a customer's third-party casket, the business would be in violation of federal regulations.

The Funeral Rule also prohibits mortuaries from lying to consumers; making up non-existent laws in order to sell unwanted goods and services. Once again, cemeteries are exempt from this minimum standard of honesty. This becomes especially perverse when companies that own both funeral homes and cemeteries—sometimes siting their mortuaries on cemetery grounds—can get

away with deception when selling cemetery services that would be illegal in the funeral parlor. Mrs. B, a 70-year-old widow from Virginia, called FCA in 2004 to relate that a saleswoman for a cemetery owned by the largest funeral home chain in America actually told her the federal government prohibited the kind of burial she wanted:

"I didn't want a lot of folderol," she said. "So I asked if I could be buried in the pine boxes they used next door at King David Memorial Gardens [instead of the polypropylene graveliners offered at the cemetery she was considering]. They told me the federal government wouldn't let me be buried in a pine box— 'that was only for the Jews.'"

These abuses could be deterred and curtailed by bringing cemeteries under the Funeral Rule. FCA testified before the FTC in 1999 during its regular review of the Funeral Rule. We supplied five boxes of documentation detailing funeral home and cemetery abuses nationwide, yet we heard nothing from the Commission. Astonishingly, the FTC voted in 2008 to close the Funeral Rule Review with **no amendments and no expansion of the Rule**. Unless Congress acts, the FTC does not have to reexamine this issue until 2018. America's grieving families should not have to wait that long.

#### **Desecrated Graves, Double-Sold Plots, Disastrous Record-Keeping**

The Burr Oak situation is, sadly, just the latest in a long line of abuses of this kind:

- **Menorah Gardens** — Families with relatives buried at a Jewish cemetery in Palm Beach, Florida, filed a class action lawsuit against Service Corporation International, the largest publicly traded funeral and cemetery chain in the world. The families sued the company for digging up graves, dumping the remains behind the cemetery, and reselling the lots (a claim the company denies). The state of Florida found the remains in woods near the gravesites in 2002, and subsequently pressed company officials with felony misconduct charges. SCI agreed to pay a settlement of \$100 million, which the *Palm Beach Post* reports the company was still paying on as recently as April, 2009.
- **Tri-State Crematory** — Also in 2002, 334 bodies were discovered strewn about the property of Tri-State Crematory in Noble, Georgia. Crematory owner Brent Marsh, whom funeral directors contracted with to perform cremations, offered no explanation for his actions, and state officials were left to explain to an outraged public why current laws didn't require site inspections.
- **Florida Memorial Gardens** — In 2004, the widow of the late Florida state Senator, Howard Futch, discovered someone else had been buried in the plot she'd purchased next to her husband for her future use. Mrs. Futch sued the cemetery (also owned by SCI of Menorah Gardens notoriety) and had her husband exhumed and moved to a new site. This incident prompted some long overdue regulatory reform in Florida, but most states lag far behind.

Funeral Consumers Alliance has received a disturbing number of complaints from families who claim the graves they bought in advance turn out to have been sold to someone else. While these are not restricted to customers from large national chains, a suspiciously high number of these allegations are tied to cemeteries owned by an out-of-state company. In past generations, cemeteries were largely run by churches, towns, and local owners or nonprofit associations. Citizens expected burial grounds to be run as nonprofits offering a necessary public good.

The rise of corporate deathcare—large chains buying up funeral homes and cemeteries from out of state—is fairly recent. During the 1980s and 1990s, companies such as SCI, The Loewen Group (now part of SCI), and Stewart Enterprises, bought mortuaries and cemeteries at a breathtaking pace. We suspect that in their haste for profit, these companies failed to complete due diligence in too many cases. Failing to adequately audit the burial records of the properties they were buying likely led to many of the complaints we see today.

Following are excerpts from complaints sent to or obtained by FCA between 2002 and 2005 from customers of cemeteries in Texas, Oklahoma, and California:

- In 2001, the Fulgham family bought 5 contiguous plots at Forest Park-The Woodlands in Conroe, Texas, in anticipation of the death of Mrs. Fulgham's mother from terminal cancer. They hoped to bury other family members in that space as the need arose. When Mrs. Fulgham's mother died in 2005:

"Immediately we encountered the shock of our life. Michelle [the cemetery staffer] asked us why we had purchased 5 plots with 3 in one location and 2 in another. We immediately advised her that we had not and that all plots were in the same location . . . the lots we had identified as the final resting space for my wife and me were solid and one was now occupied . . . Michelle Koonce then added salt to the wound by 'justifying' the mistake and proposed plot swap advising that the chances of our daughters being buried with us would be slim anyway and they would probably be buried with their husbands someday."

- In 2004, an Oklahoma woman wrote to FCA:

"My parents purchased companion graves, and being a veteran, they have a granite marker with bronze plaques. My father died 3/12/04, and just the day before yesterday, the manager of the cemetery, which is now a SCI property, informed me my father was buried in the wrong plot; the plots my parents purchased are just west of where my father and his monument are. It should be noted that my parents purchased everything about 10 years ago. They had their marker put there . . . and visited it many times together over the last decade or so."

- A woman from San Diego, California, wrote about her experience at an SCI-owned cemetery:

"My mother and father were given a certificate of ownership to a cemetery plot by my step-grandfather in 1984. At the time, they were told that it was grave #3 (also on the certificate) and that the grave was 'double deep' for both of them. Upon returning to the mortuary years later, my parents and my grandfather were informed their plot was now single deep. When we arrived back at home we realized that the woman that had literally snatched the certificate out of my mother's hands to 'check on it' had actually WHITED out the '#3' and had typed a #2 over it. When we called back, we were told it was always grave #2, as someone else is in grave #3????

FCA has several more complaints of this nature in our files. These outrages aren't restricted to one cemetery company either. A woman from Louisiana wrote to us in 2005:

"The cemetery where my parents purchased two crematory niches in 1990 has sold one of the niches and interred another person in my mother's niche . . . We were notified of this situation recently and advised that they [the cemetery] would give her a good deal on another situation."

A widower from Virginia wrote to us in 2003 to discover the cemetery had moved his wife's body at the behest of the woman's father, but with no notification to the widower:

"My deceased wife was buried in April of 1984. I was two years out of high school; she was one year out. The sudden death shocked us all . . . The cemetery she was buried in donated the burial plot to me, which was a great help to my financial being. I would visit the gravesite often. I was remarried in 2000, and I still visited the gravesite with my new wife, once a year. Well, we went to the gravesite last year and I could not find it anywhere. Jokingly, I said, 'Someone has moved her.' After further investigation with the cemetery, her father who lives hours away paid the cemetery to move her. He also purchased additional plots beside her. NO authorization by me was given to anyone to move her, nor was I contacted at any time."

#### **Prepaid Burials — More Than \$1 Billion Missing and No Federal Oversight**

While the nation's attention has been focused on the Wall Street meltdown and the thousands of Americans who lost their retirement, another financial disaster is chasing some Americans beyond retirement and right into the grave. Between 25 percent and one-third of all funerals performed annually are prepaid. The state of Texas alone has more than \$2 billion in prepaid insurance and trusts, money paid by 840,760 citizens for their eventual burials.<sup>6</sup>

<sup>6</sup> This information was provided to FCA in 2003 by the Texas Department of Banking. Since the amount of money in prepaid insurance and trust funds has grown almost every year in Texas since the state began tracking this data in 1985, it's likely the current total is even higher.

**Funeral Consumers Alliance Testimony Before the House Commerce and Energy Committee,  
Consumer Protection Subcommittee, July 27, 2009, Chicago, Illinois**

Yet there are no federal standards for the safekeeping of prepaid funeral or burial funds. If you live in New York State, the law says funeral homes must deposit 100 percent of your money into an account at a financial institution. If you move or change your mind, you're entitled to a full refund, with interest. New Jersey's laws are very similar. But if you live in Florida, funeral homes and cemeteries need deposit only 70 percent of the money you paid toward *services* and a fraction of what you prepaid for *merchandise* such as caskets and vaults. If you move or change your mind, the company can keep about half of everything you invested for your funeral and burial, even though they've given you nothing. It's legalized robbery. Among the other states it's a crazy-quilt of loose regulations that permit insane accounting practices such as considering coffins "delivered" to consumers, and non-refundable, as soon as the company hands you a receipt for a prepaid box.

Even in states with tougher prepaid deposit laws, scofflaws are robbing the bank and skipping town before regulators know what's happening. More than a billion dollars of Americans' hard-earned money has been stolen or misused by prepaid burial companies in the past three years:

- **National Prearranged Services** — This now bankrupt network of funeral homes, cemeteries, and life insurance companies is in receivership in Texas after regulators charged the companies with skimming funds from consumers' life insurance policies and running a Ponzi scheme to get more prepaid buyers on the treadmill. Special Receiver Donna Garrett found the company had **\$987 million in negative equity**. The NPS breakdown affects more than **200,000 families** in at least **19 states**, and hundreds of funeral homes.
- **Oil speculator Clayton Smart, owner of cemeteries and funeral homes in Tennessee and Michigan, sits in jail charged with stealing at least \$70 million in cemetery trust funds** — Smart shocked 13,500 Tennessee families by announcing his Forest Hill cemeteries and mortuaries wouldn't honor their original prepaid contracts. "I wouldn't have bought the business if I thought I'd have to honor those contracts," he told the press. Tennessee officials accuse him of failing to report \$21 million in prepaid money to the state. Michigan alleges he stole \$70 million from the trust funds at his 28 cemeteries in that state.
- **The Illinois Funeral Director's Association stands accused of misusing prepaid funeral insurance policies bought by 40,000 Illinois consumers**. Incredibly, the IFDA is alleged to have bought life insurance policies on member funeral directors intended to pay out the cost of prepaid funerals as consumers needed them — provided the funeral directors die fast enough for IFDA to collect the money. The *Springfield State Journal-Register* reports:

"In short, insured funeral home directors and IFDA insiders had to die before any gains were realized, and plaintiffs in the lawsuit against IFDA say insured parties didn't die fast enough to cover funeral expenses for more than 40,000 state residents who bought pre-need contracts. The fund's value was written down by \$59 million last fall, and funeral home directors who are suing IFDA say Merrill Lynch, which has replaced IFDA as the fund's trustee, is surrendering the policies for cash value, with losses approaching \$100 million."

These are the biggest scandals, but they are hardly the only ones. A week doesn't go by without news of \$100,000 here, \$800,000 there, going missing from prepaid cemetery and funeral funds across the country. For decades, cemetery special interests have called preneed regulation—or any cemetery regulation at all—a “state’s rights” issue. Consumer protection and financial accountability cannot be left to the whim of the states, especially when they’ve demonstrated abject failure in protecting the money our parents and grandparents have put aside for their final arrangements. It’s decades past time for federal standards for cemeteries and prepaid funeral and burial money.

FCA urges Congress to pass meaningful legislation which would, at a minimum:

- **Bring all death-related businesses under the FTC Funeral Rule, and codify the Rule**
- **Create national minimum standards for state regulation of cemeteries**
- **Require 100 percent deposit of all prepaid death service money, and give consumers the right to a full refund or transfer**

Respectfully submitted,



Joshua Slocum  
Executive Director  
Funeral Consumers Alliance, Inc.

Testimony of  
Louis and Kathleen Ciampi

In early September of 2015 we received a postcard in the mail from Saints Peter and Paul Cemetery in Springfield, PA regarding the opportunity to purchase a cemetery plot at a discounted rate. Later that month we realized that our son, Christopher, who was 38 at the time, long term battle with cancer was soon coming to an end. We were informed that Christopher only had a short period of time before he was going to meet his maker. Unfortunately, prior to this we never thought about the need for a cemetery plot. Receiving the postcard in the mail and Chris' condition made us realize that we should probably consider investigating the cost of burial plot. We also knew that we would be planning for a funeral for Christopher. We knew that was something we would be able to do once Chris passed as we would be calling O'Leary Funeral Home in Springfield, PA. Both our family and daughter-in-law's family have used the O'Learys for funerals in the past.

Tuesday, September 29 we went to visit Saints Peter and Paul to choose a burial plot for us and our son and his wife. We walked into a trailer and were approached by a salesman by the name of Larry Cassidy. He seemed like a nice enough fella. Larry began to tell us what he felt we should do. We went there with the intention of purchasing a burial plot only. We assumed at the time of burial we would then have to pay for the costs to actually bury our son. It turns out this is not the case. Larry informed us that we would be better off paying for everything with a payment plan for over 36 months. He then convinced us that we should buy other things from the cemetery. By the time we left we walked out with a bill for over \$21,000 (see

attached). We ended up with two caskets, two vaults, a granite base, installation charges, initial fee for interment for all four family members and the plot for six people. The reason we have a plot for six people was because Larry convinced us to spend a little more money to get six instead of the four we intended to buy. We went home that evening and discussed what we did. We were concerned about the amount of money that we were convinced to spend. However, with what was going on with Chris we didn't think we had much of a choice. We are getting up there in age as well in our upper 70s and did not want our other children to be burdened with making these decisions. I attempted to cancel the contract a few days later and ended up only cancelling a part of the contract. After talking to Larry a couple days later and only cancelling part of the contract because we knew Chris had no place to go. Chris was leaving behind his wife Jennifer and our four beautiful grandchildren, who are 18, 17, 11, and 3. Jennifer just could not afford to handle these costs at this time in her life. We trusted the folks at Saints Peter and Paul as we believed this to be our local Catholic cemetery. Even as we were there they continually mentioned the Archdiocese of Philadelphia. After what we were convinced to do had sunk in several months later, at the time of Chris' death we went back to Saints Peter and Paul to cancel the entire contract with the exception of the plot and whatever costs were associated with burying Chris at the time. We ended up being held up in a room for over three hours with multiple salespeople and managers sitting with us and trying to convince us that we did not make the wrong decision. We knew in our heart that we needed to cancel this contract as there were many things that were not detailed. When a mother and father find out that they are going to lose a child they are in no condition to make decisions like this. No other family should have to go through this and when we went and met with Mr. O'Leary he

went through the cost of the funeral with us and handed us a price sheet that had everything detailed so that there would be no question as to what we were buying. It had the cost from the lowest priced casket to the highest priced casket, cost to use the funeral home, cost of their services, cost of using limousine, and probably another dozen things that were possible.

Unfortunately that was not the same experience we had at Saints Peter and Paul there was more pressure to purchase items and services and no real description of what we were getting. We never realized that you could purchase a casket at a cemetery, however somehow we walked out with two and even to this day we are not sure how this happened. We thought the experience we had was going to be the same we had at St. Mary's in Cape May, NJ. They gave us a price to buy a plot, we saw where the plot would be and we left. After three hours at Saints Peter and Paul we left with the understanding that we cancelled the overall contract with the exception of the burial plot, the burial fee for Chris.

We then spoke with the O'Learys and informed them we were no longer under contract with Saints Peter and Paul Cemetery and that payment for the plot and all costs associated with the burial would have to be paid in full and in advance of the burial. Mr. O'Leary informed us that they would handle that for us.

After our son's funeral, we received a letter from Saints Peter and Paul on December 29 stating that the automatic payment from our banking account did not go through. This letter caught us off guard for two

reasons. One, we were told that our contract was cancelled and two, we never knew that there was going to be auto payment out of our bank account. The other thing that threw us off was the fact that if they believed we were still under contract why would they require us to pay the \$4600 up front and the associated burial cost. Allow O'Leary to deliver to have a vault delivered to the cemetery prior to our son's burial on December 15, 2015 and when we were at the cemetery for three hours preparing for his burial never discussed delivering a casket to O'Learys. The reason makes complete sense and that reason is our contract with the exception of the burial plot was cancelled.

The reason we are submitting this testimony is we do not want to see other families go through what we have gone through. It's hard enough to have to bury a loved one, especially when it is a child no matter what the age of that child. It's hard enough for young children to have to bury a parent.

Please, please consider requiring cemeteries to have detailed price lists like the one we received at the funeral home. We also learned just recently that the money that is paid on a monthly basis goes into a trust account but only 70% is kept in a trust account. If you are going to continue to allow cemeteries to sell vaults and caskets in advance please require them to wait to deliver them until the time someone dies. Family members do not need to learn that they purchased something years in advance and its been in the ground ever since. We are very upset that this entire situation ended up this way. Our fate with Saints Peter and Paul which we now know is actually Stonemore is still undecided. We again would like you to know that we were told our contract was cancelled yet we are being threatened by letters stating

that it is not. We really hope you will pass a law to protect families like ours all over Pennsylvania. When you start talking to people about what happened to you, you find out that you are one of many similar stories.

Thank you for listening to our story.

Sincerely,

*Louis & Kathleen Ciampi*  
Louis and Kathleen Ciampi

Clifton Heights, PA

# Retail Installment Contract and Security Agreement

Stonemor Pennsylvania Subsidiary LLC (Seller)

SS. Peter and Paul Cemetery  
1600 S. Spruill Road  
Springfield, PA 19064  
610-541-4933

Holy Cross Cemetery  
626 Baily Road  
PO Box 175  
Yeadon, PA 19050  
610-626-2206

Cathedral Cemetery  
1032 N. 49th St  
Phila, PA 19131  
215-477-8918

New Cathedral Cemetery  
3951 N. Front St  
PO Box 46894  
Phila, PA 19140  
215-625-2117

Contract # 350-3228

THIS AGREEMENT, made by and between Seller and Louis K. Miller (Print Name)

(hereinafter called the "Purchaser") WITNESSETH THAT Purchaser agrees to buy and Seller agrees to sell to Purchaser, on his designated beneficiary in accordance with the terms hereof, the following items to be provided or used at the above checked location (hereinafter called "Cemetery"). In consideration for Seller binding itself to provide the items without regard to the actual cost and price of said items prevailing at the time of performance hereunder, Purchaser agrees that this Agreement shall be irrevocable.

1. DESCRIPTION OF BURIAL RIGHTS. The Burial Rights covered by the Agreement are shown by the map of such garden/building on file in the office of the CEMETERY, and are more particularly described below. The purchase price of Burial Rights does not include Interment/Entombment/Inurnment Fees (opening and closing costs).

3 Burial Rights in 6 Grave Space(s) \*Mausoleum:  Chapel  Garden  Tandem  Side-by-Side  Single  Developed  Preconstruction  
Lawn Crypt:  Double Depth  Side-by-Side  Single  Developed  Preconstruction Niche:  Chapel  Garden  Single  Companion  Developed  Preconstruction

\*Maximum casket dimensions are: length 85", width 29", height 26"

1st Choice	2nd Choice	1st Choice	2nd Choice
Garden Section		Building Section	
Lot		No.(s)	
Space(s)		Level	

St Paul NEW

## 2. MERCHANDISE

Check here if merchandise is being purchased for use at another cemetery.

Cemetery's Name

A. VAULT(S) #1 Description

#2 Description

B. URN(S) #1 Description

#2 Description

## C. MEMORIAL INFORMATION:

Memorial Design:

Vase: Y/N

Bronze-Size X

Granite Size X

Location (Section, etc.)

## D. MONUMENT INFORMATION:

Type

Color

Size:

Die:

Base:

## E. GASKET(S):

1. Model

Type

Gauge

2. Model

Type

Gauge

## 3. ITEMIZATION OF CHARGES

(A) Burial Rights (as described in Part 1 above)	\$	4500
(B) Perpetual Care	\$	
(C) Less Certificate Discount	\$	500
(D) Second Right of Interment	\$	
(E) Vault(s) 1998	\$	2 x 1998
(F) Urn(s)	\$	
(G) Mausoleum Ceiling/Crypt Plate	\$	
(H) Memorial Monument	\$	
(I) Granite Base(s) 3x15 (300)	\$	3015
(J) Installation Charge	\$	3 x 993
(K) Caskets 4/398 (1000)	\$	3398
(L) Initial Fee for Interment	\$	4 x 5120
(M) Final Interment/Entombment/Inurnment Fee	\$	1280
(N) Permanent Records & Processing Fee	\$	315.00
(O) Other	\$	
(P) Sales Tax	\$	

## 4. TOTAL CASH PRICE (A THRU P)

\$22119

## ITEMIZATION OF THE AMOUNT FINANCED

(1) Total Cash Price	\$	22119
(2) A. Down Payment <input type="checkbox"/> Cash <input type="checkbox"/> Check <input checked="" type="checkbox"/> Credit Card	\$	1110
B. Trade In:	\$	
Old Agreement No.		
C. Total Down Payment (2A + 2B)	\$	1110
(3) Unpaid Balance of Cash Price/Amount Financed (1-2C)	\$	21009
(4) Finance Charge	\$	112
(5) Total Unpaid Balance (3+4)	\$	21009

## 5. PAYMENT. The Purchaser shall pay SELLER for such rights in accordance with the following disclosure statement:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. N/A %	<b>FINANCE CHARGE</b> The dollar amount of the credit will cost you. N/A \$	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf. \$ 21009	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled. \$ 21009	<b>TOTAL SALE PRICE</b> The total cost of purchase on credit, including down payment of \$. \$ 22119
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<b>YOUR PAYMENT SCHEDULE WILL BE:</b>			
Number of Payments 35	Amount of Payments \$ 584.00	First Payment Due Date 11-13-15	Thereafter, Payments Are Due <input type="checkbox"/> Monthly on the 13
	\$ 569		

SECURITY: You are giving a security interest in the goods or property being purchased and any funds paid under this Agreement held in a Merchandise and Services Trust Fund.  
PREPAYMENT: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the Finance Charge.  
NOTICE: See the remainder of this Agreement (including General Provisions on the reverse side hereof) for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and security interests.

If you do not meet your contract obligations, you may lose the funds paid under this Agreement held in the Merchandise and Services Trust Fund.

THIS AGREEMENT ARISES OUT OF A CONSUMER CREDIT SALE AND IS SUBJECT TO THE ADDITIONAL GENERAL PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, WHICH ARE A PART OF THIS AGREEMENT.

Seller reserves the right to refuse to accept this Agreement within ten (10) days of the date hereof by notifying the Purchaser in writing of this refusal.

**C. MEMORIAL INFORMATION:**

Memorial Design: \_\_\_\_\_ Vase: Y / N  
 Bronze Size X Granite Size X  
 Location (Section, etc.) 4 6400

(K) Caskets ~~2398~~ (1000) \$ 3398  
 (L) Initial Fee for Interment \$ 5120  
 (M) Final Interment/Entombment/Inurement Fee \$ 1280  
 (N) Permanent Records & Processing Fee \$ 315.00  
 (O) Other \$  
 (P) Sales Tax \$

**D. MONUMENT INFORMATION:**

Type: ~~Granite~~ Color: DARK BLUE  
 Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ P  
 Die: 4-0 x 0-8 x 3-4 T  
 Base: 5-0 x 1-2 x 0-8 P ✓

**E. CASKETS:**

1. Model: ~~Model~~ Type: BRONZE Gauge: 30  
 2. Model: ~~Model~~ Type: SILVER Gauge: 30

**4. TOTAL CASH PRICE (A THRU P)**

22119.-

**ITEMIZATION OF THE AMOUNT FINANCED**

(1) Total Cash Price \$ 22119  
 (2) A. Down Payment  Cash  Check  Credit Card \$ 1110  
 B. Trade In: \$  
 Old Agreement No. \_\_\_\_\_  
 C. Total Down Payment (2A + 2B) \$ 1110  
 (3) Unpaid Balance of Cash Price/Amount Financed (1-2C) \$ 21009  
 (4) Finance Charge \$ N/A  
 (5) Total Unpaid Balance (3 + 4) \$ 21009

**5. PAYMENT.** The Purchaser shall pay SELLER for such rights in accordance with the following disclosure statement:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. N/A	The dollar amount the credit will cost you. N/A	The amount of credit provided to you or on your behalf. \$ 21009	The amount you will have paid after you have made all payments as scheduled. \$ 21009	The total cost of purchase on credit, including down payment of \$ \$ 22119

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	Amount of Payments	First Payment Due Date	Thereafter Payments Are Due
35	\$ 584.85	11-13-15	<input type="checkbox"/> Monthly on the 13
1	\$ 569.-		

**SECURITY:** You are giving a security interest in the goods or property being purchased and any funds paid under this Agreement hold in a Merchandise and Services Trust Fund.  
**PREPAYMENT:** If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge.  
**NOTICE:** See the remainder of this Agreement (including General Provisions on the reverse side hereof) for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and security interests.

If you do not meet your contract obligations, you may lose the funds paid under this Agreement held in the Merchandise and Services Trust Fund.

**THIS AGREEMENT ARISES OUT OF A CONSUMER CREDIT SALE AND IS SUBJECT TO THE ADDITIONAL GENERAL PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, WHICH ARE A PART OF THIS AGREEMENT.**

Seller reserves the right to refuse to accept this Agreement within ten (10) days of the date hereof by notifying the Purchaser in writing of this refusal. The Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**THIS AGREEMENT AND THE FAMILY PROTECTION CERTIFICATE, IF APPLICABLE, CONTAIN ALL THE COVENANTS AND PROMISES BETWEEN THE PARTIES, AND NO AGENT, SALESPERSON, OR OTHER REPRESENTATIVE OF EITHER PARTY HAS AUTHORITY TO MODIFY, ADD TO OR CHANGE ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND/OR THE FAMILY PROTECTION CERTIFICATE.**

**NOTICE TO ASSIGNEES OF SELLER**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR HEREUNDER.

**NOTICE TO THE PURCHASER**

- (1) Do not sign this Agreement before you read it or if it contains any blank spaces.
- (2) You are entitled to a completely filled in copy of this Agreement at the time you sign it.
- (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge; to redeem the property if repossessed for a default; to require, under certain conditions, a resale of the property if repossessed.

**PURCHASER'S RIGHT TO CANCEL**

If this Agreement was solicited at your residence and you do not want the goods or services, you, the Purchaser, may cancel this Agreement at any time prior to midnight of the third business day after the date of this Agreement. (For an explanation of this right, see the attached Notice of cancellation form.)

**Recovery Fund:** A Real Estate Recovery Fund exists to reimburse persons who have suffered monetary loss and have obtained an uncollectible judgment due to fraud, misrepresentation, or deceit in a real estate transaction by a Pennsylvania licensee. For complete details call (717) 783-3658 or 1-800-22-2113.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

WITNESS WHEREOF, PURCHASER has executed this Agreement this 30 day of SEP, 2015. By executing this agreement, Purchaser acknowledges receipt of a copy of this Agreement. The Purchaser of Burial Rights in this Agreement declares that he or she is a member of the Roman Catholic Church.

Seller: \_\_\_\_\_  
 Purchaser: Louis Ciampi Date 9-29-15  
 Signature: \_\_\_\_\_ Date of Birth: 2-27-37  
 Purchaser: Katherine Ciampi Date 9-29-15  
 Signature: \_\_\_\_\_ Date of Birth: 2-39

This Agreement is not valid until recorded and approved by an Authorized representative of the Cemetery.  
 Address: 5169 Westley Dr  
Clifton Heights PA 19018

**CMS West, Inc. - Broker**  
**Retail Installment Contract and Security Agreement**

Stonemor Pennsylvania Subsidiary LLC (Seller)  
 1600 S. Sprout Road, Springfield, PA 19064, MD-544-4935  
 Holy Cross Cemetery, 626 Baily Road, PO Box 175, Yeadon, PA 19080, 610-626-2206  
 Cathedral Cemetery, 1032 N. 48th St, Phila, PA 19151, 215-477-8918  
 New Cathedral Cemetery, 3951 N. Front St, PO Box 46892, Phila, PA 19140, 215-634-3212

Contract #

THIS AGREEMENT, made by and between Seller and

**LOUIS & KATHALEEN CIAMPI**

(hereinafter called the "Purchaser") WITNESSETH THAT Purchaser agrees to buy and Seller agrees to sell to Purchaser, or his designated beneficiary in accordance with the terms hereof, the following items to be provided or used at the above checked location (hereinafter called "Cemetery"). In consideration for Seller binding itself to provide the items with-out regard to the actual cost and price of said items prevailing at the time of performance hereunder, Purchaser agrees that this Agreement shall be irrevocable.

1. DESCRIPTION OF BURIAL RIGHTS. The Burial Rights covered by the Agreement are shown by the map of such garden building on file in the office of the CEMETERY, and are more particularly described below. The purchase price of Burial Rights does not include Interment/Entombment/Intrument Fees (opening and closing costs).

**Burial Rights in 3 Grave Space(s)** **Mausoleum:**  Chapel  Garden  Tandem  Side-by-Side  Single  
 Developed  Preconstruction  
**Lawn Crypt:**  Double Depth  Side-by-Side  Single  Developed  Preconstruction **Niche:**  Chapel  Garden  Single  Companion  Developed  Preconstruction  
Maximum outer dimensions are: length 26", width 26", height 66"

	<b>1st Choice</b>	<b>2nd Choice</b>		<b>1st Choice</b>	<b>2nd Choice</b>
<b>Garden Section</b>	Gr 1001		<b>Building Section</b>		
<b>Lot</b>	9		<b>NO(S)</b>		
<b>Space(s)</b>	6		<b>Level</b>		

**2. MERCHANDISE**

Check here if merchandise is being purchased for use at another cemetery.

Cemetery's Name:

**A. VAULT(S):** #1 Description: **HERITAGE**  
 #2 Description: **HERITAGE**  
**B. URN(S):** #1 Description: **N**  
 #2 Description: **F**

**C. MEMORIAL INFORMATION:**

Memorial Design: Vase: Y/N  
 Bronze Size  Granite Size   
 Location (Section, etc.):

**D. MONUMENT INFORMATION:**

Type: **UPRIGHT** Color: **DARK BLUE**  
 Size:    P  
 Dip:    P  
 Base:    P

**E. CASKETS(S):**

1. Model: **hardley** Type: **brass** Gauge: **20**  
 2. Model: **hardley** Type: **brass** Gauge: **20**

**3. ITEMIZATION OF CHARGES**

(A) Burial Rights (as described in para. 1 above)	6	\$	4500.00
(B) Perpetual Care		\$	
(C) Less Certificate Discount		\$	500.00
(D) Second Right of Interment		\$	
(E) Vault(s)	2	\$	1998.00
(F) Urn(s)	2	\$	
(G) Mausoleum Lettering/Crypt Plain		\$	
(H) Memorial Monument		\$	
(I) Granite Base(s)	5315-23007	\$	5015.00
(J) Installation Charge	V-820 MTTB	\$	993.00
(K) Caskets	4398-11009	\$	3398.00
(L) Initial Fee for Interment	2-96 3000	\$	2560.00
(M) Final Interment/Entombment/Intrument Fee		\$	640.00
(N) Permanent Records & Processing Fee		\$	315.00
(O) Other		\$	
(P) Sales Tax		\$	

**4. TOTAL CASH PURCHASE PRICE (A THRU P)** **18919.00**

**ITEMIZATION OF THE AMOUNT FINANCED**

(1) Total Cash Price	\$	18919
(2) A. Down Payment <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	\$	
B. Trade In	\$	
Old Agreement No. <b>35-0-92800</b>		
C. Total Down Payment (2A + 2B)	\$	11100
(3) Unpaid Balance of Cash Price (1 - 2C)	\$	17809
(4) Finance Charge	\$	
(5) Total Unpaid Balance (3 + 4)	\$	17809

**5. PAYMENT.** The Purchaser shall pay SELLER for such rights in accordance with the following disclosure statement:

ANNUAL PERCENTAGE RATE <small>The cost to you, expressed as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	AMOUNT FINANCED <small>The amount of credit provided to you on your own behalf.</small>	TOTAL OF PAYMENTS <small>The amount you will have paid after you have made all payments as scheduled.</small>	TOTAL SALE PRICE <small>The total cost of purchase on credit, including down payment(s).</small>
0	\$	\$ 17809	\$ 17809	\$ 18919

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	Amount of Payments	First Payment Due Date	Thereafter, Payments Are Due
35	\$ 495	11-18-88	<input checked="" type="checkbox"/> Monthly on the 13TH
1	\$ 489		

**SECURITY:** You are giving a security interest in the goods or property being purchased or in part of the funds paid under this Agreement held in a Merchandise and Services Trust Fund.  
**PREPAYMENT:** If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge.  
**NOTICE:** See the remainder of this Agreement (including General Provisions on the reverse side hereof) for additional information about nonpayment, default, delinquency charge, security interests, any required payment in full before the scheduled date, and prepayment funds and penalties.

**If you do not meet your contract obligations, you may lose the funds paid under this Agreement held in the Merchandise and Services Trust Fund.**

**THIS AGREEMENT ARISES OUT OF A CONSUMER CREDIT SALE AND IS SUBJECT TO THE ADDITIONAL GENERAL PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, WHICH ARE A PART OF THIS AGREEMENT.**



Saint Peter and Paul Cem.  
1035 Virginia Dr.  
Fort Washington, PA 19034  
1-877-857-8892

DATE 12/29/15  
ACCOUNT# 313 3503396

Louis & Kathleen Ciampi  
5169 Westley Dr.  
Clifton Heights PA 19018

Dear Customer,

This letter is to inform you that AUTOMATIC PAYMENT from your bank account to your account with Saint Peter and Paul Cem. has been stopped due to PAYMENT STOPPED ON BANK DEBIT.

Please keep in mind that you signed a legally binding contract and regular payments are required. For your convenience, you will now receive monthly statements to make you payments. Please send your payment today.

If you have any questions please feel free to call me.

Sincerely,

R. Stewart  
Credit Manager