

SPENCER LAW FIRM

Jeffrey Spencer, Esq., (State Bar No. 182440)
2 Venture, Suite 220, Irvine, CA 92618
Telephone No: (949) 240-8595
Facsimile No: (949) 377-3272
jps@spencerlaw.net

LAKESHORE LAW CENTER

Jeffrey Wilens, Esq. (State Bar No. 120371)
18340 Yorba Linda Blvd., Suite 107-610
Yorba Linda, CA 92886
Telephone No: (714) 854-7205
Facsimile No: (714) 854-7206
jeff@lakeshorelaw.org

LAW OFFICES OF SCOTT E. SCHUTZMAN

Scott E. Schutzman, Esq. SBN 140962
2124 Main Street, Suite 130
Huntington Beach, California 92648
Tel: (714) 374-0099
Fax: (714) 374-0104

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WILLIAM HOWARD and JODI HOWARD	) Case No. BC 655179
individually, and on behalf of all persons	) Assigned for all purposes to the
similarly situated,	) Honorable Elihu M. Berle
	) Dept. 6 Spring Street Courthouse
Plaintiff,)
	) CLASS ACTION
vs.)
	) SECOND AMENDED COMPLAINT
THE ROMAN CATHOLIC ARCHDIOCESE)
OF LOS ANGELES , and DOES 1 THROUGH	) 1. Breach of Contract
100 INCLUSIVE,)
	) 2. Breach of the Covenant of Good Faith and
Defendants.	) Fair Dealing
)
	) 3. Negligence
)
	) 4. Declaratory Relief/Imposition of
	) Constructive Trust
)
	) 5. Violation of Unfair Competition Law
	Business & Professions Code §17200 et seq.

1 **REQUEST FOR JURY TRIAL**

2
3
4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 1. This is a class action is brought pursuant to California Code of Civil Procedure
6 §382. Plaintiffs WILLIAM HOWARD and JODI HOWARD bring this action on their own behalf,
7 on behalf of all persons within the class defined herein.

8 **CLASS ALLEGATIONS**

9 2. The Class consists of the following:

10 A. SUBCLASS ONE: "PURCHASER SUBCLASS":

11 Individuals and/or their designated representatives or successors in
12 interest that purchased burial plots at Roman Catholic Archdiocese
13 of Los Angeles cemeteries;

14 B. SUBCLASS TWO: "CLOSE FAMILY MEMBER SUB CLASS":

15 The surviving spouses, close family members, successors in interest,
16 and or designated representatives of the decedents whose remains
17 were buried at Roman Catholic Archdiocese of Los Angeles
18 cemeteries.

19 **PLAINTIFFS**

20 3. Plaintiffs WILLIAM HOWARD and JODI HOWARD (hereinafter "Plaintiffs",
21 "CLASS" or "PLAINTIFF CLASS") at all times mentioned herein are residents of Orange
22 County, State of California and were members of the classes defined above in that their close
23 family members are buried in Roman Catholic Archdiocese of Los Angeles cemeteries and are the
24 successors in interest to persons who purchased burial plots at Roman Catholic Archdiocese of
25 Los Angeles cemeteries pursuant to contracts.

26 4. Plaintiff WILLIAM HOWARD'S mother, father and brother are buried in the
27 Roman Catholic Archdiocese of Los Angeles San Fernando Mission Cemetery.

28 5. Plaintiff JODI HOWARD'S sister and grandparents are buried in the Roman

1 Catholic Archdiocese of Los Angeles San Fernando Mission Cemetery.

2 6. The persons who comprise the Class (sometimes hereinafter referred to as
3 "Plaintiffs," "Plaintiff Class" or "Class") are so numerous that the joinder of all such persons is
4 impracticable and the disposition of their claims as a Class will benefit the parties and the Court.

5 7. The claims of Plaintiffs are typical of the claims of the Class they seek to represent.

6 8. Plaintiffs will fairly and adequately protect the interests of the Class that they seek
7 to represent and Plaintiffs do not have any interests that are antagonistic to the Class.

8 9. Counsel for the Class are experienced, qualified and generally able to conduct
9 complex class action litigation.

10 10. This Court should permit this action to be maintained as a class action pursuant to
11 California Code of Civil Procedure §382 because:

12 (a) The questions of law and fact common to the Class predominate over any question
13 affecting only individual members;

14 (b) A class action is superior to any other available method for the fair and efficient
15 adjudication of the claims of the members of the Class;

16 (c) The Class is so numerous that it is impractical to bring all members of the Class
17 before the Court;

18 (d) Plaintiffs and the Class will not be able to obtain effective and economic legal
19 redress unless the action is maintained as a class action;

20 (e) There is a community of interest in obtaining appropriate legal and equitable relief
21 for the common law and statutory violations and other improprieties, and in obtaining adequate
22 compensation for the damages and injuries which Defendants' actions have inflicted upon
23 Plaintiffs and the Class;

24 (f) There is a community of interest in ensuring that the combined assets and available
25 insurance of the Defendants is sufficient to adequately compensate the members of the Class for
26 the injuries sustained;

27 (g) Without class certification, the prosecution of separate actions by individual
28 members of the Class would create a risk of:

1 (1) Inconsistent or varying adjudications with respect to individual members of
2 the Class which would establish incompatible standards of conduct for Defendants; and/or

3 (2) Adjudications with respect to the individual members which would, as a
4 practical matter, be dispositive of the interests of other members not parties to the adjudications, or
5 would substantially impair or impede their ability to protect their interests, including but not
6 limited to the potential for exhausting the funds available from those parties who are, or may be,
7 responsible Defendants; and

8 (h) Defendants have acted or refused to act on grounds generally applicable to the
9 Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

10 DEFENDANTS

11 11. Plaintiffs are informed and believe and based upon that information and belief allege
12 that Defendant ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES is and at all times
13 herein mentioned was a corporation or corporations authorized to conduct and is actually conducting
14 business in the County of Los Angeles, State of California.

15 12. Plaintiffs are informed and believe and thereon allege that at all times relevant
16 herein the Roman Catholic Archdiocese of Los Angeles was in the business of providing funeral
17 and interment services within the County of Los Angeles and operated as cemeteries and funeral
18 directors.

19 13. Amongst the services offered were arrangements for burial of Plaintiffs' and the
20 Class Members respective decedents and/or purchasers of plots of land intended for future burials.
21 Funeral and disposition services were provided to the CLASS in exchange for financial
22 recompense, as exemplified by the contracts at issue in this action.

23 14. The true names and capacities, whether individual, corporate, partnership, associate
24 or otherwise of Defendant Does 1 through 100, inclusive, are unknown to the Plaintiffs and the Class
25 who therefore sue these Defendants by such fictitious names pursuant to California Code of Civil
26 Procedure §474. Plaintiffs and the Class will seek leave to amend this Complaint to allege the true
27 names and capacities of Does 1 through 100, inclusive, when they are ascertained.

28 15. Plaintiffs and the Class are informed and believe, and based upon that information

1 and belief allege, that each of the Defendants named in this Complaint, including Does 1 through
2 100, inclusive, are responsible in some manner for one or more of the events and happenings that
3 proximately caused the injuries and damages hereinafter alleged.

4 16. Plaintiffs and the Class are informed and believe, and based upon that information
5 and belief allege, that each Defendant named in this Complaint, including Does 1 through 100,
6 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
7 themselves and entered into a combination and systemized campaign of activity to inter alia damage
8 the CLASS and to otherwise consciously and/or recklessly act in derogation of Plaintiffs' and the
9 Class' rights, and the trust reposed by Plaintiffs and the Class in each of said Defendants, said acts
10 being negligently and/or intentionally inflicted. Said conspiracy, and Defendants' concerted actions,
11 were such that, to Plaintiffs' information and belief, and to all appearances, Defendants and each of
12 them, represented a unified body so that the actions of one Defendant was accomplished in concert
13 with, and with knowledge, ratification, authorization and approval of each of the other Defendants.

14 17. Plaintiffs and the Class are informed and believe, and based upon that information
15 and belief allege, that each of the Defendants named in this Complaint, including Does 1 through
16 100, inclusive, is and at all times mentioned herein was, the alter ego, successor in interest,
17 predecessor in interest, joint venturer, agent, servant and/or employee of each of the other
18 Defendants and that each Defendant was acting within the course of scope of his, her or its authority
19 as the alter ego, agent, servant and/or employee of each of the other Defendants. Consequently, all
20 of the Defendants are jointly and severally liable to the Plaintiffs and the CLASS for the damages
21 sustained as a proximate result of their conduct.

22 **FACTUAL ALLEGATIONS FOR ALL CAUSES OF ACTION**

23 18. Plaintiffs and the CLASS entered into contracts for burials or were third party
24 beneficiaries to the contracts with Defendants wherein amounts paid for burials and mausoleums
25 would be paid into accounts for the general care and maintenance of the cemeteries where their
26 loved ones were buried, hereinafter, "Cemetery Maintenance Fund").

27 19. Plaintiffs and the CLASS entered into contracts for burials or were third party
28 beneficiaries to the l contracts with the Defendants wherein 15% of the amounts paid for burials was

1 required to be paid into accounts for the perpetual care and maintenance of the cemeteries where
2 their decedents were buried in perpetuity, (hereinafter "CARE FUND"). In addition to the contracts,
3 Defendants represented to the public and CLASS that 15% of the amounts paid for burials and
4 mausoleums would be allocated for the perpetual care and maintenance of the cemeteries.

5 20. Defendants breached the contracts with the Plaintiffs and the CLASS by failing to
6 use the Cemetery Maintenance Fund for the maintenance of the cemeteries and by systematically
7 failing to maintain the Roman Catholic Archdiocese of Los Angeles cemeteries, which failure
8 caused them to fall into a state of disrepair and neglect. The gravesites of the decedents of the
9 Plaintiffs and CLASS are overgrown, covered in weeds; grave markers have been covered over,
10 lost, damaged or removed. In general, the gravesites and cemetery grounds are in a state of disrepair
11 and neglect.

12 21. Defendants engaged in unfair business practices and breached the contracts with the
13 Plaintiffs and the CLASS by taking \$80 Million out of the CARE FUND in 2007 and used the funds
14 for settlements of sex abuse cases. Defendants did not inform, advise or seek approval from the
15 Plaintiffs or CLASS that the CARE FUND was being used to settle the sex abuse cases and not for
16 the perpetual care of the cemeteries. After the funds were taken out of the CARE FUND the balance
17 in the fund was reduced to approximately \$3.4 Million. The \$80 Million has never been paid back
18 into the CARE FUND and the CARE FUND continues to be short the \$80 Million that was taken
19 out, plus interest.

20 22. Plaintiffs and the CLASS were entitled to peace of mind, respect and honest
21 representations regarding the maintenance and burial practices at the Roman Catholic Archdiocese
22 of Los Angeles cemeteries. There can be no peace of mind or assurance of a dignified and respectful
23 final resting place of the Plaintiffs' and CLASS' decedents due to Defendant's misconduct.

24 23. Despite having a contractual and legal requirement to do so, Defendants and each of
25 them commonly and systematically failed throughout the class period to maintain the cemetery
26 grounds and gravesites of the Plaintiffs and CLASS with the dignity and respect required of them
27 by the Plaintiffs and CLASS pursuant to their statutory, common law and contractual obligations.

28 24. As the proximate result of the wrongful conduct of Defendants and each of them the

1 gravesites of the Plaintiffs and CLASS were desecrated after burial and are in a state of disrepair
2 and neglect.

3 25. Plaintiffs and the CLASS discovered the wrongdoing within two years of the filing
4 of the original Complaint.

5
6 **FIRST CAUSE OF ACTION**
BREACH OF CONTRACT
7 **Against all Defendants**

8 26. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
9 set forth in full herein.

10 27. At all times during the Class Period, Defendants breached their express written and
11 oral contracts with the Plaintiffs and the CLASS by failing to maintain the gravesites of Plaintiffs'
12 and the CLASS' decedents in dignified and respectful manner in perpetuity and failing to use the
13 CARE FUND for the maintenance of the cemeteries and by failing to maintain the Roman Catholic
14 Archdiocese of Los Angeles cemeteries in perpetuity and the cemeteries are in a state of disrepair
15 and neglect. True and correct copies of burial contracts for Plaintiffs' loved ones are attached hereto
16 as Exhibit 1.

17 28. The contacts between Plaintiffs and the CLASS and Defendants provided that 15%
18 of the sales price on all interment rights would be allocated for the perpetual care and maintenance
19 of the cemeteries. Such fund were placed in the CARE FUND. Defendants breached their express
20 written and oral contracts with Plaintiffs and the CLASS by taking \$80 Million out of the CARE
21 FUND in 2007 and used the funds for settlements of sex abuse cases. Defendants did not inform,
22 advise or seek approval from the Plaintiffs or CLASS that the CARE FUND was being used to settle
23 the sex abuse cases and not for the perpetual care and maintenance of the cemeteries. After the
24 funds were taken out of the CARE FUND the balance in the fund was reduced to approximately
25 \$3.4 Million. The \$80 Million has never been paid back into the CARE FUND and the CARE
26 FUND continues to be short the \$80 Million that was taken out, plus interest.

27 29. Due to Defendants' concealment and failure to disclose these actions, Plaintiffs did
28 not suspect Defendants had taken the \$80 Million out of the CARE FUND and used it for sex abuse

1 settlements until within two years of the filing of the original complaint. In fact, Defendants initially
2 denied any funds had been taken out of the CARE FUND in their initial verified discovery responses
3 in this lawsuit and did not admit the funds had been taken out of the CARE FUND and used for the
4 settlement of sex abuse cases until the deposition of Defendants PMQ Brian McMahan on
5 September 22, 2018 and in Defendants' Amended Response to Special Interrogatories Set One
6 served on October 3, 2018.

7 30. As a proximate result of Defendants' breaches of the contracts, Plaintiffs and the
8 CLASS suffered and/or continue to suffer damages, including special and proximate damages.

9 31. As a further proximate result of the aforementioned wrongful conduct of Defendants,
10 money was paid by or on behalf of the Plaintiffs and the CLASS for services including but not
11 limited to the maintenance of the gravesites of their decedents and the cemeteries where they were
12 buried in perpetuity which were not performed or which were performed improperly or illegally,
13 which the Plaintiffs and CLASS are entitled to recover.

14 32. The injuries sustained included the foreseeable and justifiable reaction of physical
15 illness, anguish, distress, shock, honor, humiliation, and severe emotional distress. The PLAINTIFF
16 CLASS suffered injury to their health and wellbeing as a result of Defendants' conduct.

17 **SECOND CAUSE OF ACTION**
18 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
19 **Against all Defendants**

20 33. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
21 set forth in full herein.

22 34. At all material times Defendants and each of them held themselves out to be
23 reputable, experienced, caring, and trustworthy entities and individuals engaged in the business of
24 dignified and respectful disposition and burial of human remains. Plaintiffs the CLASS sought
25 Defendants' services not for pecuniary gain but to secure peace of mind with respect to the
26 disposition of the remains of their loved ones.

27 35. Defendants, and each of them, represented to the public at large, and to the CLASS
28 that they would properly, carefully, professionally, and respectfully accomplish the burial of
decedents and the maintenance of their gravesites in perpetuity with human dignity, consistent with

1 the law, and the wishes of the CLASS and their respective deceased loved ones and would provide
2 for the general care and maintenance of the grave sites of the CLASS' loved ones and the cemeteries
3 where their decedents were buried in perpetuity and would use the CARE FUND for the perpetual
4 care of the cemeteries.

5 36. The CONTRACTS with Defendants were characterized by elements of public trust,
6 unequal bargaining positions, and the knowledge that the CLASS was particularly vulnerable by the
7 nature of the agreements at issue. Defendants knew that contract damages alone would be poor and
8 inadequate compensation for actual or potential desecration of the gravesites.

9 37. In conducting the activities and making the representations as hereinabove alleged,
10 Defendants, and each of them, breached their covenants of good faith and fair dealing by failing to
11 abide by their agreements and promises to respectfully and with dignity honor the CONTRACTS.

12 38. As a direct and proximate result of Defendants' breaches of the covenant of good
13 faith and fair dealing, under the facts hereinabove alleged, the CLASS and their deceased relatives
14 have incurred monetary losses. In addition, the CLASS has suffered and will continue to suffer
15 physical injury, emotional distress, shock, outrage, extreme anxiety, worry, distress, grief, and
16 sorrow from the discovery of Defendants' wrongful conduct. The CLASS is entitled to be
17 compensated in an amount according to proof.

18 **THIRD CAUSE OF ACTION**
19 **NEGLIGENCE**
20 **Against all Defendants**

21 39. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
22 set forth in full herein.

23 40. At all material times herein, Defendants, and each of them, owed a duty to the CLASS
24 and their decedents to act with the ordinary care of reasonable persons with respect to all aspects of
25 the burial process and related services promised and performed by Defendants, and each of them,
26 including, but not limited to, the hiring, retention, training, and supervision of all agents, employees,
27 and representatives of Defendants, and each of them, in connection with such services and
28 transactions.

41. Defendants had a duty to the CLASS to maintain the gravesites of Plaintiffs' and the

1 CLASS' decedents in dignified and respectful manner in perpetuity and to see to it that each of the
2 burials for the decedents was handled in a proper, dignified, respectful and lawful manner.

3 42. Defendants, and each of them, negligently and carelessly failed to discharge said
4 duties by engaging in the wrongful practices described herein.

5 43. As a proximate result of the negligence, carelessness, and other wrongful conduct of
6 Defendants, and each of them, as aforesaid, CLASS members suffered damages.

7 44. The CLASS has sustained injuries in the form of special and general damages. The
8 injuries sustained included the foreseeable and justifiable reaction of physical illness, anguish,
9 distress, shock, horror, humiliation, and severe emotional distress. The PLAINTIFF CLASS
10 suffered injury to their health as a result of Defendants' conduct.

11
12 **FOURTH CAUSE OF ACTION**
13 **DECLARATORY RELIEF/IMPOSITION OF A CONSTRUCTIVE TRUST**
14 **Against all Defendants**

15 45. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
16 set forth in full herein.

17 46. As set forth herein, an actual controversy has arisen and now exists between
18 Plaintiffs, the CLASS and Defendants concerning the 15% of the price paid by Plaintiffs and the
19 CLASS for purchases of burial plots and services from Defendants which are and were to be placed
20 in the CARE FUND for the perpetual maintenance of the gravesites of their loved ones and the
21 cemeteries.

22 47. The PLAINTIFF CLASS desires a judicial determination and a declaration as to the
23 rights and duties in regards to monies paid into the CARE FUND formerly and currently held in
24 trust by Defendants for the above-described purpose. Defendants contend they are not required to
25 use the CARE FUND for the perpetual care and maintenance of the cemeteries and can use the
26 CARE FUND in any manner they desire and Plaintiff's contend the CARE FUND must be used for
27 the perpetual care and maintenance of the cemeteries.

28 48. Specifically, the PLAINTIFF CLASS seeks the imposition of a constructive trust
against any and all deposits and/or funds wrongfully obtained by fraudulent concealment and/or

1 other wrongful means as set forth herein including, but not limited to the \$80 Million Defendants
2 took out of the CARE FUND for sex abuse settlements. The effect of any such constructive trust
3 shall be to reconvey back to the CARE FUND the \$80 Million wrongfully acquired funds, plus
4 interest and any other funds wrongfully taken out of the CARE FUND. This constructive trust shall
5 be imposed not only upon any wrongfully acquired funds, but also upon any other assets whose
6 purchase and/or acquisition by Defendants or any agent, employee, or representative of Defendants
7 were enabled by the use of the funds at issue.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATIONS OF BUSINESS AND PROFESSIONS CODE §17200**

10 49. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
11 set forth in full herein.

12 50. The Unfair Competition Law prohibits any person from engaging in unfair
13 competition as that term is defined in Business and Professions Code § 17200, which includes any
14 “unlawful, unfair or fraudulent business act or practice,” “unfair, deceptive, untrue or misleading
15 advertising,” and any act prohibited by Chapter 1 (commencing with section 17500) of Part 3 of
16 Division 7 of the Business and Professions Code.

17 51. During the relevant time frame, Plaintiffs discovered Defendants violated the Civil
18 Code provisions alleged above and engaged in unfair competition by taking \$80 Million out of the
19 CARE FUND which was dedicated for the perpetual care and maintenance of the cemeteries and
20 used the fund to pay sex abuse settlements. In so doing Defendants breached the contracts with the
21 CLASS which allocated 15% of the purchase price of burials and serves for the perpetual care and
22 maintenance of the cemeteries.

23 52. Defendants engaged in fraudulent business practices and unfair, deceptive, untrue
24 and misleading advertising by representing to the CLASS and public that 15% of the price of burials
25 and services would be placed in the CARE FUND for the perpetual care and maintenance of the
26 cemeteries, when Defendants believed they were under no such obligation and in fact used the
27 monies in the CARE FUND for their own purposes and not for the perpetual care and maintenance
28 of the cemeteries and continue to believe they can use the monies in the CARE FUND for purposes

1 other than the perpetual care and maintenance of the cemeteries. A reasonable consumer would have
2 expected Defendant was only going to use the CARE FUND for the stated purpose of the perpetual
3 care and maintenance of the cemeteries.

4 53. As the proximate result of the violations of the UCL as set forth above Plaintiffs and
5 the CLASS suffered injury in fact and sustained monetary or property loss in that Plaintiffs and the
6 CLASS paid into the CARE FUND to create the fund for the perpetual care and maintenance of the
7 cemeteries and the grave sites of their loved ones. Without notice to or authorization from the
8 CLASS Defendants took \$80 Million out of the CARE Fund and used it to settle sex abuse
9 settlements reducing the balance of the CARE FUND from approximately \$83. Million to \$3.4
10 Million in August of 2007. The \$80 Million has never been paid back and the balance of the CARE
11 FUND is \$80 Million plus interest less than it would be if Defendants had not taken the \$80 Million
12 out of the fund and used it to settle sex abuse cases. Plaintiffs and the CLASS are continuing to be
13 harmed by the fact that the CARE FUND has been deprived of the \$80 Million and is continuing to
14 be deprived of the interest and increase it would have earned on the \$80 Million which funds should
15 have been dedicated for the perpetual care and maintenance of the cemeteries.

16 54. Plaintiffs did not suspect Defendants had engaged in the above conduct until within
17 the two years preceding the filing of the original complaint. In fact, Defendants initially denied any
18 funds had been taken out of the CARE FUND in their initial verified discovery responses and did
19 not admit the funds had been taken out of the CARE FUND and used for the settlement of sex abuse
20 cases until the deposition of Defendants PMQ Brian McMahan on September 22, 2018 and in
21 Defendants' Amended Response to Special Interrogatories Set One served on October 3, 2018.

22 55. Plaintiffs on behalf of themselves, the CLASS and the general public, pursuant to
23 Business and Professions Code §17200 et seq. seek injunctive and declaratory relief to compel
24 Defendants to comply with their statutory and/or contractual obligations and restitution of the
25 monies taken out of the CARE FUND and used for purposes other than the perpetual care and
26 maintenance of the cemeteries including the \$80 Million plus interest.

27 56. Plaintiffs and the CLASS seek injunctive relief to compel Defendants to cease their
28 deceptive and misleading practices and to remediate and mitigate all damages caused by their acts

1 as alleged herein.

2 57. Defendants' actions, as described herein, constitute ongoing and/or fraudulent
3 practices within the meaning of California Business and Professions Code §17200.

4 58. As a result of such unfair business practices, the Plaintiffs and CLASS have been
5 damaged financially, emotionally, and mentally. As a result of these injuries, and in light of
6 Defendants' wrongful business practices throughout the Class Period, Plaintiffs wish to assure the
7 general public that such conduct shall never occur again.

8 59. Plaintiffs and the CLASS seek all possible and appropriate declaratory, injunctive,
9 and/or equitable relief to enjoin and restrain Defendants from engaging in the wrongful conduct
10 described herein.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, the PLAINTIFFS and the CLASS pray for judgment as follows:

- 13 1. That the Court determine that this action may be maintained as a class action, and
14 for an order certifying the CLASS and appointing Plaintiffs and their
15 counsel to represent the Class;
- 16 2. For general damages according to proof;
- 17 3. For compensatory damages in an amount according to proof with interest thereon;
- 18 4. For economic and/or special damages in an amount according to proof with
19 Interest thereon;
- 20 5. Specific performance;
- 21 6. For attorneys' fees as available by law or contract, including but not limited to
22 Civil Code §1717, the common fund doctrine and substantial benefit doctrine and
23 pursuant to the Private Attorney General doctrine in Code of Civil Procedure §
24 1021.5 ;
- 25 7. For the imposition of a Constructive Trust and declaratory relief as to its scope as
26 necessary to effectuate the return of wrongfully obtained funds and repair and
27 remediation;
- 28 8. For a declaration of the rights and liabilities of the parties including a declaration that

1 the funds in the CARE FUND must be used for the perpetual care and maintenance
2 of the cemeteries;

- 3 9. For preliminary and permanent injunctive relief pursuant to Business and Professions
4 Code § 17203 restraining and enjoining Defendants from continuing the acts of
5 unlawful competition set forth above, requiring Defendants to take any acts needed
6 to prevent further violations, and requiring Defendants to take affirmative measures
7 to redress past wrongdoings;
- 8 10. For an order requiring Defendants to provide an accounting of all moneys which they
9 may have received as a result of the acts and practices found to constitute unfair
10 competition under Business and Professions Code § 17200;
- 11 11. For restitution of all monies taken out of the CARE FUND for purposes other than
12 the perpetual care and maintenance of the cemeteries;
- 13 12. For interest on the sum of money awarded as damages or restitution;
- 14 13. For costs of suit incurred herein; and
- 15 14. For such other and further relief as the Court deems just and improper, including
16 the imposition of injunctive relief upon Defendants.

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19 Dated: February 22, 2019

THE SPENCER LAW FIRM

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23 JEFFREY P. SPENCER
24 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of all issues in this action.

Dated: February 22, 2019

THE SPENCER LAW FIRM



JEFFREY P. SPENCER
Attorneys for Plaintiff

EXHIBIT NO. 1

EXHIBIT NO. 1

DECEASED	HOWARD, ALLEN		INTERMENT NO.	20348
GRAVE	42	LOT/TIER	4	SECTION F
CRYPT	BLOCK/ROOM			
DATE OF BIRTH	10/12/1887	DATE OF DEATH	3/20/72	
VAULT/S.V.	Bell/L	DATE OF INTERMENT	3/22/72	
ACCOUNT OF	Mrs. Rosanne I. Howard, Wife			
MEMORIAL	MARKER SET			

FORM NO. 35

DECEASED	HOWARD, JOHN A.		INTERMENT NO.	44559
GRAVE	Lower 324	LOT/TIER	12	SECTION J
CRYPT	BLOCK/ROOM			
DATE OF BIRTH	2-9-1936	DATE OF DEATH	3-4-1989	
VAULT/S.V.	#5 Cemetery	DATE OF INTERMENT	3-8-1989	
ACCOUNT OF	HOWARD, Mary Lou-Wife			
MEMORIAL	Trion			

FORM NO. 35

DECEASED	HOWARD, JUNE ANN		12868	
GRAVE	22	LOT/TIER	93	SECTION E
CRYPT	BLOCK/ROOM			
DATE OF BIRTH	Nov. 23, 1965	DATE OF INTERMENT	Death- Dec. 24, 1966 Dec. 28, 1966	
ACCOUNT OF	Mr. Thomas J. Howard			
MEMORIAL	MARKER SET			
	SVB			

S-65 2500

FORM # 35

10-68-5000

11-66-30000

INT NO. 71920

DECEASED FRATELLA, JOSEPH

MEMORIAL

Trion

GRAVE Lower 352 LOT/TIER T19 SECTION J

CRYPT BLOCK/ROOM

DATE OF BIRTH 9-25-1923 DATE OF DEATH 1-13-2006

VAULT/S.V. Basic DATE OF INTERMENT 1-20-2006

ACCOUNT OF FRATELLA, Mildred C.

FORM # 35

INTERMENT NO. 44145

DECEASED Fratella, Mary A.

GRAVE 11 LOT/TIER 353 SECTION C

CRYPT BLOCK/ROOM

DATE OF BIRTH 11/11/1902 DATE OF DEATH 12/13/1988

VAULT/S.V. Bell Liner DATE OF INTERMENT 12/16/1988

ACCOUNT OF FRATELLA, Joseph Son

MEMORIAL

FORM NO. 35

INT NO. 90319

DECEASED FRATELLA, MILDRED

MEMORIAL

GRAVE 352 (U) LOT/TIER T19 SECTION J

CRYPT BLOCK/ROOM

DATE OF BIRTH 11/04/1926 DATE OF DEATH 5/27/2017

VAULT/S.V. BSIC DATE OF INTERMENT 06/05/2017

ACCOUNT OF MILDRED FRATELLA (DEC'D)
C/O ROSEANNE SILVA (DAUGHTER)

FORM#35

DC X

Mr. Thomas J. Howard

524 South Kenneth Road

Burbank, California, 91501

848-8057

Valley Funeral Home CERT. NO. 12902-2-86

FUNDS on or before 1/27/67 from
personal funds &/or Insurance
TERMS Bal. on arrival

1966	GRAVE	22	TIER LOT	93	SEC.	E	FOUN	DEBITES	CREDITS	BALANCE
Dec.	27	To (Gr.\$25.00-C.F.\$10.00)					SJ 1061	2500 ✓		
	27	JUNE ANN HOWARD	22				12868	2000 ✓		
	27	To Sectional Vault					SJ 1061	2000 ✓		
	27	To Flower Cup					SJ 1061	200 ✓		
	27	To Sales Tax					SJ 1061	88 ✓		7788
Jan. 25 1967		By Cash 1967					CB 1344		7788 ✓	0
								7788	7788	
Sept.	26	To Gr. Memorial (June Ann Howard)					13914F-8	6500 ✓		
	26	To Sales Tax					SJ 1143	325 ✓		6825
	26	By Cash					CB 1434		5000 ✓	1825
OCT 14		" "					CB 1441		1825 ✓	0
								6825	6825	
10/1/67 700000 700000 added										

FORM 11

SALES ORDER

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

Vault/S-Box No. S.V. "B" Interment No. 12868

Account of _____

Purchaser Mr Thomas J Howard

524 So. Kenneth RD Burbank, Calif.
Zip Code 91501

Telephone 848-8057 Relationship _____

Surviving Spouse _____
(or Legal Custodian)

Address _____

Zip Code _____ Telephone _____

Agent _____

Address _____

Zip Code _____ Telephone _____

Date of Birth Nov 23, 1965 S.S. No. _____

Interment of June Ann Howard

Place of Death Kaiser Foundation Date Dec 24, 1966

Mound to _____

Crypt _____ Open 22 Block Room 93 Tier E
Grave _____ Lot _____ Sec _____

Funeral Director Valley Funeral Home

Time 10⁰⁰ Church Graveside (St Roberts)

City _____ Date Dec. 28, 1966

Grave List _____ Day Book _____ Plot Book _____ Day Wednesday

Form No. 2 2M 9-65

Insurance Co. _____ Type _____ Amount \$ _____

Policy Number _____ Assignment to Mortuary _____

Insurance Assignment _____ Creditor's Claim _____

Executor _____ Attorney _____

Purchaser's Employer _____ Telephone _____

Employer's Address _____

Co-signer's Employer _____ Telephone _____

Employer's Address _____

FAMILY INFORMATION

Name _____ Relationship _____

Address _____

_____ Zip Code _____

Name _____ Relationship _____

Address _____

_____ Zip Code _____

Name _____ Relationship _____

Address _____

_____ Zip Code _____

Name _____ Relationship _____

Address _____

_____ Zip Code _____

Cash Sales
Book Journal Card A/c _____

CONTRACT

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

I/we, the undersigned,
Mr Thomas J Howard

on this date enter into this agreement for purchase from San Fernando Mission Cemetery and Mausoleum (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment in:

Crypt Grave 22 Room Block Tier Lot 93 Sec E

and incidental expenses as itemized in the column to the right, which is the total purchase price.

Crypt	\$ 35.00
Grave-Multiple	
Entombment	\$ 20.00
Interment	
Vault-VSC	\$ 20.00
S/Box	
Flower Vase	\$ 2.00
Sales Tax	\$.88
Total	\$ 77.88
Amount Paid	\$
Sub Total	\$
Interest	\$
Balance Due	\$ 77.88
ADD: Memorial (Separate Order)	\$

FINANCIAL ARRANGEMENTS (Specify)

FOR AND IN CONSIDERATION OF THE TOTAL PURCHASE PRICE OF \$

I/we promise to pay San Fernando Mission Cemetery and Mausoleum the sum of \$ 77.88 on or before January 27, 1967

I/we promise to pay San Fernando Mission Cemetery and Mausoleum the balance of \$ to be paid at the rate of \$ per month beginning the day of each month thereafter until paid in full.

Will pay from personal funds & insurance benefits

Time is expressly made the essence of this agreement. Should the purchaser fail to carry out the terms of this agreement, San Fernando Mission Cemetery and Mausoleum may declare this agreement cancelled and all rights of the purchaser in and to the interment space herein described forfeited. In the event of default, the Cemetery reserves the right to disinter and/or to make disposition of any remains interred therein in accordance with any arrangements made with any duly authorized person other than the signer of this agreement. It is understood and agreed that the conditions and rules printed on the back hereof are made a part of this contract. Legal rate of interest (6%) is charged on all deferred payments.

IF THE BALANCE of \$ is paid by , 19 , the interest of \$ will be cancelled.

RESERVATION for will automatically expire on

Thomas J Howard
Purchaser(s)

Address(es)

San Fernando Mission Cemetery and Mausoleum

By DR Woodroffe Date 12.27.66

VC

Dr. Donald W. &/or Sherry Hemphill Parents

FUNDS

1990 Burleson Ave.,

TERMS

Thousand Oaks, Calif. 91360

495-2422

J.T.Oswald N.H.

CERT. NO. 16027-2-190

1969		GRAVE	22	TIER LOT 90	SEC. E	FOLIO	CHARGES	CREDITS	BALANCE
July	9	To (Gr. \$40.00-C.F.\$10.00)				SJ 1349	5000 ✓		
	9	ERIN LYNN HEMPHILL	22			16549	3500 ✓		
	9	To Sectional Vault				SJ 1349	2000 ✓		
	9	To Guardian Vase				SJ 1349	1000 ✓		
	9	To Sales Tax				SJ 1349	150 ✓		1165
	9	To Gr. Memorial (Erin Lynn)				16550-F4	7500 ✓		
	9	To Sales Tax				SJ 1349	375 ✓		1952
	9	By Cash				CB 1679		19525 ✓	0
							<u>19525</u>	<u>19525</u>	

SALES ORDER

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

Vault/S-Box No. L.V. D.C. Interment No. 16549

Account of Mr.

Purchaser Mr. Donald H. For Sherry, Hampshire

1990 Bucklehorn Dr. Thous Oaks Zip Code 91360

Telephone 495-2422 Relationship Parents

Surviving Spouse
(or Legal Custodian)

Address

Grd. Parents - Zip Code Telephone

Agent Joseph Fratella

Address 9803 Ferncala

Sun Valley Zip Code Telephone 767-6668

Date of Birth June 17, 1968 S.S. No.

Interment of Eileen Lynn Hampshire

Place of Death Holy Cross Hosp Date July 9, 1969

Mound to
Crypt
Grave Open 22 Block
Room
Tier
Lot 90 Sec E

Funeral Director J.T. Oswald N.H.

Time 9:30-10- Church Holy Rosary

City Sun Valley Date June 11, 1969

Grave List Day Book Plot Book Day FRIDAY
Saturday

Form No. 2 3M 8-68

Insurance Co. _____ Type _____ Amount \$ _____
Policy Number _____ Assignment to Mortuary _____
Insurance Assignment _____ Creditor's Claim _____
Executor _____ Attorney _____
Purchaser's Employer Donald H. Humphreys M.D. Telephone _____
Employer's Address 280 - Thousome Oaks Blvd
Co-signer's Employer _____ Telephone _____
Employer's Address _____

FAMILY INFORMATION

Name _____ Relationship _____
Address _____
Zip Code _____
Name _____ Relationship _____
Address _____
Zip Code _____
Name _____ Relationship _____
Address _____
Zip Code _____
Name _____ Relationship _____
Address _____
Zip Code _____
Cash Book _____ Sales Journal _____ Card A/c _____

CONTRACT

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

I/We, the undersigned, Hempfill
Donald M. Jr. Sherry

on this date enter into this agreement for purchase from San Fernando Mission Cemetery and Mausoleum (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment in:

Crypt Grave 22 Room Block Tier 90 Sec E

and incidental expenses as itemized in the column to the right, which is the total purchase price.

FINANCIAL ARRANGEMENTS (Specify)

FOR AND IN CONSIDERATION OF THE TOTAL PURCHASE PRICE OF \$ 195.25
 I/we promise to pay San Fernando Mission Cemetery and Mausoleum the sum of \$ 167.99 on or before CB 1679, 19 69
 I/we promise to pay San Fernando Mission Cemetery and Mausoleum the balance of \$ 28.25 to be paid at the rate of \$ 88 per month beginning the 13 day of each month thereafter until paid in full.

Time is expressly made the essence of this agreement. Should the purchaser fail to carry out the terms of this agreement, San Fernando Mission Cemetery and Mausoleum may declare this agreement cancelled and all rights of the purchaser in and to the interment space herein described forfeited. In the event of default, the Cemetery reserves the right to disinter and/or to make disposition of any remains interred therein in accordance with any arrangements made with any duly authorized person other than the signer of this agreement. It is understood and agreed that the conditions and rules printed on the back hereof are made a part of this contract. Legal rate of interest (6%) is charged on all deferred payments.

IF THE BALANCE of \$ 28.25 is paid by 1969, 19 69, the interest of \$ 1.69 will be cancelled.

RESERVATION for Donald M. Jr. Sherry will automatically expire on 1969
 Purchaser(s) Donald M. Jr. Sherry

Address(es) San Fernando Mission Cemetery and Mausoleum
 By Vivian M. Cohen Date July 9, 1969

Crypt	\$	50.00
Grave-Multiple	\$	35.00
Entombment	\$	20.00
Interment	\$	10.00
Vault-VSG	\$	1.50
S/Box	\$	
Flower Vase	\$	
Sales Tax	\$	116.50
Total	\$	
Amount Paid	\$	
Sub Total	\$	
Interest	\$	116.50
Balance Due	\$	28.25
ADD: Memorial (Separate Order)	\$	195.25

DC

Wife to Dec'd- Mrs. Mary A. Fratella, 7804 Arvilla, Sun Valley, 767883

Mr. Joseph Fratella

FUNDS on or before 6/20/67 from
personal funds
TERMS

7803 Ferncola Avenue

Sun Valley, California

767-6668

Double Interment:

J.T. Oswald, NH

CERT NO 13423-2-103

1967	GRAVE	11	353	SEC	C	CHARGES	CREDITS	BALANCE
May	20	To (Gr.\$270.00-C.F.\$30.00)			SJ 1104	300.00 ✓		
	20	FRANK FRATELLA Lower 11			13440	110.00 ✓		
	20	To Guardian Vase			SJ 1104	100.00 ✓		
	20	To Sales Tax			SJ 1104	40 ✓		420.40
	20	To Interest			SJ 1104*	2520 ✓		445.60
	26	By Cash			CB 1388		480.40 ✓	2520
	26	Interest Cancelled			CB 1388		2520 ✓	0
						445.60	445.60	
June	12	To Additional Guardian Vase			SJ 1113	100.00 ✓		
	12	To Sales Tax			SJ 1113	40 ✓		10.40
	12	To Gr. Memorial (Frank - Mary)			13542F-7	950.00 ✓		
	12	To Sales Tax			SJ 1113	380 ✓		10920
	12	By Cash			CB 1395		10920 ✓	0
						10920	10920	

FRATELLA, Joseph

Son

FUNDS \$449.43 on or before 12/16/89

1990 Burleson Avenue

TERMS

thousand Oaks, CA 91360

(805) 497-6219

DOUBLE INTERMENT

Utter-McKinley

CERT NO.

1988	GRAVE	11	TIER	353	SEC	C	CHARGES	CREDITS	BALANCE
Dec.	14	MARY A. FRATELLA				Upper	44145	265.00 ✓	
	14	To Bell Liner				SJ 3990	145.00 ✓		
	14	To Sales Tax				SJ 3990	9.43 ✓		419.43
	14	To Final Date Inscription On Mem.				44145.01	30.00 ✓		449.43
"	16	By Cash				R133720		449.43 ✓	
							449.43	449.43	

ENTERED

SALES ORDER

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

Vault/S-Box No. #5 FENDERLE Interment No. 13420

Account of _____

Purchaser Mr Joseph Fratella

7803 FERNCOLE AVE SUN VALLEY Zip Code _____

Telephone 767-6668 Relationship _____

Surviving Spouse Mary A. Fratella
(or Legal Custodian)

Address ~~7803~~ 7804 ARVILLA AVE

SUN VALLEY Zip Code _____ Telephone 767-8838

Agent _____

Address _____

Zip Code _____ Telephone _____

Date of Birth _____ S.S. No. _____

Interment of FRANK FRATELLA

Place of Death NO HWD COMM. Date MAY 19 1967

Mound to MAY 6, 1898

Crypt Lower Open 11 Block Room Tier Lot 353 Sec C

Funeral Director J.T. OSWALD, NH

Time 900 Church Lady of Holy Rosary

City _____ Date MAY 23, 1967

Grave List _____ Day Book _____ Plot Book _____ Day TUESDAY

Form No. 2 2M 9-65

Insurance Co. _____ Type _____ Amount \$ _____
Policy Number _____ Assignment to Mortuary _____
Insurance Assignment _____ Creditor's Claim _____
Executor _____ Attorney _____
Purchaser's Employer Security First Natl Telephone _____
Employer's Address Sun Valley _____
Co-signer's Employer _____ Telephone _____
Employer's Address _____

FAMILY INFORMATION

Name _____ Relationship _____

_____ Zip Code _____

P _____

FRATELLA TRUCKING

_____ Zip Code _____

Office 245-5042 5440 San Fernando Road West
Res. 767-6668 Los Angeles, California 90039

_____ Zip Code _____

Name _____ Relationship _____

Address _____

_____ Zip Code _____

Cash Sales
Book Journal Card A/c

CONTRACT

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

I/we, the undersigned,

Mr Joseph Fralilla

on this date enter into this agreement for purchase from San Fernando Mission Cemetery and Mausoleum (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment in:

Crypt Grave 11 Room Block Tier Lot 353 Sec. C

and incidental expenses as itemized in the column to the right, which is the total purchase price.

Crypt Grave Multiple \$ 300.00
Entombment \$ 110.00
Interment \$
Vault-VSC \$
S/Box \$
Flower Vase \$ 10.00
Sales Tax \$ 40
Total \$ 420.40
Amount Paid \$
Sub Total \$
Interest \$ 25.20
Balance Due \$ 445.60
ADD: Memorial (Separate Order)

FINANCIAL ARRANGEMENTS (Specify)

FOR AND IN CONSIDERATION OF THE TOTAL PURCHASE PRICE OF \$
I/we promise to pay San Fernando Mission Cemetery and Mausoleum the sum of \$ 420.40 on or before June 20, 1967

I/we promise to pay San Fernando Mission Cemetery and Mausoleum the balance of \$ to be paid at the rate of \$ per month beginning the day of each month thereafter until paid in full.

Will pay from personal funds

Time is expressly made the essence of this agreement. Should the purchaser fail to carry out the terms of this agreement, San Fernando Mission Cemetery and Mausoleum may declare this agreement cancelled and all rights of the purchaser in and to the interment space herein described forfeited. In the event of default, the Cemetery reserves the right to disinter and/or to make disposition of any remains interred therein in accordance with any arrangements made with any duly authorized person other than the signer of this agreement. It is understood and agreed that the conditions and rules printed on the back hereof are made a part of this contract. Legal rate of interest (6%) is charged on all deferred payments.

IF THE BALANCE OF \$ 420.40 is paid by June 20, 1967, the interest of \$ 25.20 will be cancelled.

RESERVATION for will automatically expire on

Joe Fralilla

Purchaser(s)
7803 FERNCOLA, AVE. SUN VALLEY.

Address(es)
San Fernando Mission Cemetery and Mausoleum

By NR Whitaker Date May 20 1967

INTERMENT ORDER
SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

Vault/S-Box No. <u>5 Enderle</u>	Interment No. <u>3430</u>																			
Crypt	<table border="1" style="width: 100%;"><thead><tr><th>DATE</th><th>PAID</th><th>BALANCE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	DATE	PAID	BALANCE																C.B. _____
DATE		PAID	BALANCE																	
Grave-Mtple } \$ _____	S.J. <u>1104</u>																			
Entombment } \$ _____	Day Book _____																			
Interment } \$ _____	Grave List _____																			
Vault-VSC } <u>15⁰⁰</u>	Plot Book _____																			
S/Box } \$ _____	Card A/c _____																			
Flower Vase \$ _____																				
Sales Tax \$ _____																				
Interest \$ _____																				
Total \$ <u>15⁰⁰</u>																				

Account of Enderle Vault Co

Purchaser J.T. Oswald M. IV.

(Legal Custodian)

Address _____ Zip Code _____

Telephone _____ Relationship _____

Agent _____

Address _____ Telephone _____

Interment of Frank Fratella

Place of Death _____ Date _____

Date of Birth _____

Mound to _____

Crypt L Open 11 Block Room Tier Lot 353 Sec. C

Grave _____

Funeral Director _____

Time _____ Church _____

City _____ Date _____ 19 _____

Counsellor _____ Day Tuesday

I hereby authorize the above interment and accept full responsibility for payment of the charges itemized in this contract.

Signed by Grave or Crypt Holder of Record

FORM NO. 1

SALES ORDER AND/OR CONTRACT

54599

SAN FERNANDO MISSION CEMETERY &
MAUSOLEUM11160 Stranwood Avenue
Mission Hills, California 91345Vault/S-Box/B-liner No. B/S

DOCUMENT

INTERMENT OR
FOLLOW NO.

44145

Date

Dec 14

19

88

Existing/New
Account of

Fratella, Joseph

Telephone
Number

Address

Purchaser
or Agent

Address

Entombment/
Interment ofPlace of
DeathMound
TOFuneral
Director

Special Instructions:

We, the undersigned

Date enter into this agreement for purchase from the Cemetery and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Crypt(s)/Lawn Crypt(s)
Single/Double Grave(s)

and/or incidental expenses as itemized below which is the total purchase price.

1	Developed Price	Crypt(s)/Lawn Crypt(s) Single/Double Grave(s)	\$	0.00	A
	Pre-Developed Discount		\$	0	B
	Pre-Developed Price		\$	0	C
1	Entombment		\$	265.00	D
1	Section Box(s)/Bell Liner(s) Vault(s)/Vault Service Charge(s)		\$	145.00	E
	Flower Vase(s)/Other Charges (Describe)		\$	0	F
			\$	0	G
			\$	9.43	H
			\$	419.43	J
			\$	0	K
			\$	0	L
			\$	0	M
			\$	0	N
			\$	419.43	O

SALES TAX ON \$

SUB TOTAL

DEDUCT:

Cash payment Paid on Receipt No.

Credit Per

Credit Memorandum No.

Transferred from
Pre-Need: Taxable \$Non-Tax-
able \$

TOTAL DEDUCTIONS

INITIAL BALANCE

Section

FINANCIAL ARRANGEMENTS:

One of the following applies to this agreement:

For and in consideration of the Total Purchase Price of \$ 419.43 I/We promise to pay the Cemetery the sum of \$ 419.43 on or before 12/16, 19 88.

If the balance of \$ 419.43 is not paid by 12/16, 19 88, finance charges computed at the rate of 7% annual interest on the unpaid balance will be added from the date of this agreement.

I/We promise to pay the Cemetery the balance of \$ to be paid at the rate of \$ per month for months beginning 19, and on the day of each month thereafter until paid in full.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	2. FINANCE CHARGE The dollar amount the credit will cost you.	3. AMOUNT FINANCED (Unpaid balance) The amount of credit provided to you or on your behalf.	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. (2 + 3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of
0 %	\$ 0	\$ 0	\$ 0	\$ 0

NOTICES TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You may prepay the full amount due under this Agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

All rights of interment/entombment and/or to other services or products itemized above granted to the purchaser named above shall at the option of the Cemetery terminate automatically in the event purchaser does not cure all delinquencies within sixty (60) days after the Cemetery shall have mailed to the purchaser at the address stated above (or any subsequent address supplied to Cemetery by purchaser in writing) notice of Cemetery's intention to terminate purchaser's rights because of said delinquencies.

NOTICE: I UNDERSTAND THAT THIS CONTRACT IS SUBJECT TO THE "CONDITIONS OF CONTRACT" PRINTED ON THE BACK HEREOF WHICH I HAVE READ AND TO WHICH I ASSENT. I ALSO UNDERSTAND I DO NOT ACQUIRE ANY TITLE OR INTEREST IN THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT - ONLY THE RIGHT OF INTERMENT OR ENTOMBMENT.

PURCHASER(S) M. Wood DATE 12-14, 19 88

ADDRESS(ES)

FOR THE
CEMETERY BY:Posted To
Sales Journal

12-14-88

Account
CardDay
BookPlot
BookGrave
ListSales
BookCard
File

Distribution: Original to Cemetery Files-Duplicate to Central Accounting-Triplicate to Patron

ORIGINAL

Archdiocese_Howard_000021

MEMORIAL ORDER AND/OR INSCRIPTION ORDER

SAN FERNANDO MISSION CEMETERY
& MAUSOLEUM
(Hereinafter referred to as "The Cemetery")
11160 Stranwood Avenue
Mission Hills, California 91345

Document No. M 6161
Follow No. 44145 M
Date: Dec. 14, 1988

Account of Fratella, Joseph Tel. No. _____
(Last Name) (First Name) (Middle Initial)

Purchaser Fratella Joe Tel. No. _____
(Last Name) (First Name) (Middle Initial)

Address 1990 Burlison Ave. Thousand Oaks Ca. 91360
(Number & Street) (City) (State) (Zip Code)

To be placed on: Grave/Crypt 11 Tier/Lot 353 Room/Block _____ Sec. C

Design No. and Name Final Date only Interment No. _____

Type: Granite Bronze _____ Size 12x24

Type of Letters: Raised _____ Sunken Block Round _____ Flat _____

Emblem No. _____ Name _____ Emblem No. _____ Name _____

At Need ☒ Pre-Need ☐ SD 3990

Fratella
Mary
1988

WITHIN THE DIAGRAM Type or print the name, dates of birth, death and any special inscriptions. Indicate by an X the location of emblem if desired; give the emblem number.

SCROLL INFORMATION
Removable (Extra Charge) Left _____ Right _____
Cast Integral _____
Tri or Intra Scroll ☐

Other Instructions: _____

MEMORIAL \$ _____
ADDITIONAL \$ 30.00
INSCRIPTION \$ _____
Sub-total \$ 30.00
INSTALLATION CHARGE - NON-TAXABLE \$ 0
SALES TAX \$ 0
TOTAL \$ 30.00
AMOUNT PAID \$ 0
RECEIPT NO. _____
Transferred from Pre-need \$ 0
Balance Due \$ 30.00
FINANCIAL ARRANGEMENTS: For and in consideration of the Total Purchase Price of \$ 30.00
I/We promise to pay the Cemetery the sum of \$ 30.00 on or before 12/16, 19 88
INSTALLMENT PLAN: I/We promise to pay the Cemetery \$ _____ each month on the balance due for _____ months beginning _____, 19 _____ and on the _____ day of each month thereafter until paid in full.
Posted To: 12-14-88 Account Card _____
Sales Journal (DATE) (INITIALS)

No memorial will be ordered or placed on a grave or crypt until all charges pertaining to the grave or crypt and memorial are paid in full.
While the Cemetery will exercise all possible care to protect every memorial, it disclaims responsibility for any damage or injury thereto.
Completion of this order is subject to the ability of the Cemetery to obtain materials and/or labor. Purchaser places this order realizing that because of the passage of time, there may be a variance from the display sample and agrees to accept memorial of comparable material and design.
I hereby certify that the above spelling and dates are correct and the Cemetery is not liable for any errors on my part.
Furthermore I acknowledge that this memorial is purchased with the consent of the account holder and that the account holder has the authority to order the memorial removed at his or her discretion. In the event the account holder orders the Cemetery to remove the memorial, the undersigned agrees to hold the Cemetery harmless from any loss or liability arising from such removal.
The Cemetery reserves the right to cancel this order if the full amount of the order is not paid within six months from the date of the order.

X Joe Fratella
(Signature of Purchaser)

Order taken for the Cemetery by M. Ward

Archdiocese_Howard_000022

CEMETERY FILE

ENCLOSURE
CUTTING
CUTTING

DATE 12-12-67
EVIDENCE

CB 1262

GRANITE MEMORIAL ORDER

Interment No. 13440 Date June 12 1967

To be placed on Grave 11 Tier 353 Sec. C

Description: Type of Letters: Raised Block Sunken Block

346 Cross & Rising

Size 12x24 Granite Block

Inscription:

FRATELLA

HUSBAND & FATHER

WIFE & MOTHER

GRANDFATHER

GRANDMOTHER

FRANK

MARY

Other Instructions: 1898-1967

1902 -

Memorial Inscription } \$ 65.00

Installation } \$ 30.00

Total } \$ 95.00

Sales Tax } \$ 3.80

Total Due } \$ 98.80

Paid \$

98.80

Balance \$

None

Terms

No Memorial will be ordered or placed on a grave until grave and Memorial are paid in full.

I hereby certify that the above spelling and dates are correct and the Cemetery is not liable for any errors on my part.

Mary Fratella

Signature of Purchaser or Representative

Acct. of Mr. Joseph Fratella

Purchased by Mrs. Mary Fratella (Wife)

Address Same

Zone Telephone

Ordered 6/12, 19 67 San Fernando Mission Cemetery and Mausoleum

Set 19 By Viola M. Cohen

Form No. 3 2M 9-65

JK Gov't Mem. applied 5/29/72 Son-John A. Howard-272 E. Angeleno Ave.-Burbank, CA 91502

Mrs. Rosanne I. Howard

Wife

FUNDS W.P. in full 4/20/72 from
Ins.

518 S. Kenneth Rd.

TERMS

Burbank, Calif. 91501

848-6763

Valley Funeral Home

CERT. NO. 19193-2-295

1972	GRAVE	TIER LOT	SEC.	F	FOLIO	CHARGES	CREDITS	BALANCE
	42	4		F				
March 20	To (Gr. \$270.00- C.F. \$30.00)				SJ 1643	30000	-	
20	ALLEN HOWARD				20348	9500	-	
20	To Bell Liner				SJ 1643	5000	-	
20	To Guardian Vase				SJ 1643	1000	-	
20	To Sales Tax				SJ 1643	300	-	45800
20	To Interest				SJ 1643	3205	-	49005
Apr 17	By Cash				CB 2031		45800	- 3205
17	INTEREST CANCELLED				CB 2031		3205	- 0
1972					permit	49005	49005	
Sept. 5	To Setting of Gov't Memorial				16362	3500	-	
5	To Sales Tax				SJ 1695	175	-	3675
Sep 11	By Cash 16362				CB 2082		3675	- 0
	36.75. Sent 5-1972					3675	3675	
	Sent 57 check							
FORM 11 SM 5-69								

SALES ORDER
SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

Vault/S-Box/B-liner No. B/L Interment No. 20348
Account of _____
Purchaser MRS. ROSANNE I. HOWARD
518 SO KENNETH RD. BURBANK CALIF Zip Code 91501
Telephone 8486763 Relationship WIFE
Surviving Spouse _____
(or Legal Custodian)
Address _____ Zip Code _____ Telephone _____
Agent _____
Address _____ Zip Code _____ Telephone _____
Date of Birth Oct 12, 1887 S.S. No. _____
Interment of ALLEN HOWARD
Place of Death KAISER HOSP. CIT. PANORAMA Date 3-20-72
Mound to _____
Crypt Grave _____ Open 42 Block Room Tier Lot 4 Sec. F
Funeral Director VALLEY FUNERAL HOME
Time 10:00 A.M. Mt. Chapel Church ST. ROBERT
City BURBANK-CALIF Date MAR-22-1972
Grave List _____ Day Book _____ Plot Book _____ Day WED

FORM NO. 2

INSURANCE

Insurance Co. _____ Type _____ Amount \$ _____

Policy Number _____ Assignment to Mortuary _____

Insurance Assignment _____ Creditor's Claim _____

Executor _____ Attorney _____

Purchaser's Employer _____ Telephone _____

Employer's Address _____

Co-signer's Employer _____ Telephone _____

Employer's Address _____

FAMILY INFORMATION

Name JOHN A. HOWARD Relationship SON

Address 272 EAST ANGELENO AVE
IRVINE, CALIF. Zip Code 92602

Name _____ Relationship _____

Address _____

Zip Code _____

Name _____ Relationship _____

Address 210 20 KENNETH BL

Zip Code 92602

Name _____ Relationship _____

Address _____

Zip Code 92602

Cash Book _____ Sales Journal _____ Card A/c _____

CONTRACT

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM

I/We, the undersigned ROSANNE Crypt Grave-Multiple \$ 300.00
I. HOWARD Entombment Interment \$ 95.00
 on this date enter into this agreement for purchase from SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM and (Subject to the rules of this cemetery and to the provisions of Canon Law) of the exclusive right of interment in:
 Vault-VSC S/Box-B/Liner \$ 50.00
 Flower Vase \$ 10.00
 Sales Tax \$ 3.00
 Total \$ 458.00
 Cash Down Payment \$
 Initial Balance \$
 FINANCE CHARGE \$ 32.05
 Amount Financed \$ 490.05

ANNUAL PERCENTAGE RATE: The above finance charge is computed at the rate of 7% annual interest on the initial balance as shown above. Pursuant to the regulations of the Federal Consumer Credit Act, based on whatever number of years payments are to be made under this contract. The annual percentage rate is: 12.5% (1 year); 13.0% (2 years).

Financial Arrangements: For and in consideration of the Total Purchase Price of \$ 490.05, I/We promise to pay San Fernando Mission Cemetery and Mausoleum the sum of \$ 458.00 on or before MARCH 20, 19 72. IF THE BALANCE of \$ 458.00 is paid by APRIL 20, 19 72 the interest of \$ 32.05 will be canceled.

I/We promise to pay San Fernando Mission Cemetery and Mausoleum the balance of \$ to be paid at the rate of per month for months beginning , 19 , and on the day of each month thereafter until paid in full.
 Should the balance of \$ be paid prior to the maturity of this obligation, there shall be refunded a credit based on the proportion that the number of payments prepaid bear to the total number of payments originally arranged.

Reservation for will automatically expire on , 19 .

NOTICE: I UNDERSTAND THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS AND RULES PRINTED ON THE BACK HEREOF WHICH I HAVE READ AND TO WHICH I ASSENT.

Purchaser(s) Mrs Rosanne I Howard
 Address(es)

SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM
 By Jimmy Kryshak Date MAR. 20. 1972

TERMS

CERT. NO. 35648-3-60

FORM 11-1 4M 1-85 SAN FERNANDO MISSION CEMETERY AND MAUSOLEUM 11160 STRANWOOD AVE., MISSION HILLS, CA. 91345-1199

SALES ORDER AND/OR CONTRACT

SAN FERNANDO MISSION CEMETERY &
MAUSOLEUM11160 Stranwood Avenue
Mission Hills, California 91345

Vault/S-Box/B-liner No. _____

DOCUMENT

55407

INTERMENT OR
FOLLOW NO. _____

Date

3-6-1989

Existing ☒ New
Account of

HOWARD

MARY

LOU

Telephone
Number

818-845-8151

Address

1121 CHURCH'S COURT BURBANK

91501

WIFE

Purchaser
or Agent

HOWARD

RICHARD J.

SON

Address

1975 LA POSTA

ENCINITAS

92024

619-9425086

Entombment/
Interment of

JOHN A. HOWARD

Place of
Death

BURBANK, CALIF

Date of
Death

3/4/89

Date of
Birth

2/9/36

Mound
TO

LOWER

Lower
Lawn Crypt(s)
Crypt(s)/Grave(s)

324

Upper
Room/Block
Tier/Lot

12

Section

J

Day & Date
Of Funeral

MAR. 8, 1989

Funeral
Director

ECKERMAN HEISMAN

Mty/Chapel
Church

ST. ROBERT BELLARMINI

Time

10:00 AM

Special Instructions:

P.S. IF POSSIBLE 10 CHAIRS.

We, the undersigned

RICHARD J. HOWARD

on this

Date enter into this agreement for purchase from the Cemetery and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Crypt(s)/Lawn Crypt(s)
Single/Double Grave(s)

324

Room/Block
Tier/Lot

12

Section

J

and/or incidental expenses as itemized below which is the total purchase price.

Developed Price

Crypt(s)/Lawn Crypt(s)
Single/Double Grave(s)

\$ 780.00

A

Pre-Developed Discount

\$

B

Pre-Developed Price

\$

C

Entombment

Upper/Lower Interment Charge(s)

\$ 300.00

D

Section Box(s)/Bell Liner(s)

Vault(s)/Vault Service Charge(s)

\$ 225.00

E

Flower Vase(s)/Other

Charges (Describe)

\$ 25.00

F

SALES TAX ON \$

250.00

\$

H

SUB TOTAL

\$ 1346.25

J

DEDUCT:

Cash payment Paid on Receipt No.

134838

\$ 1346.25

K

Credit Per

Credit Memorandum No.

\$

L

Transferred from

Pre-Need: Taxable \$

Non-Tax-

able \$

\$

M

TOTAL DEDUCTIONS

\$ 1346.25

N

INITIAL BALANCE

\$

O

FINANCIAL ARRANGEMENTS:

One of the following applies to this agreement:

For and in consideration of the Total Purchase Price of \$ 1346.25 I/We promise to pay the Cemetery the sum of \$ _____ on or before _____, 19____.

If the balance of \$ _____ is not paid by _____, 19____, finance charges computed at the rate of _____ annual interest on the unpaid balance will be added from the date of this agreement.

I/We promise to pay the Cemetery the balance of \$ _____ to be paid at the rate of \$ _____ per month for months beginning _____, 19____, and on the _____ day of each month thereafter until paid in full.

1. ANNUAL PERCENTAGE RATE	2. FINANCE CHARGE	3. AMOUNT FINANCED	4. TOTAL OF PAYMENTS	5. TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	(Unpaid balance) The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including credit and your down payment of
<u>8</u> %	\$ <u>8</u>	\$ <u>8</u>	\$ <u>8</u> (2 + 3)	\$ <u>8</u>

NOTICES TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You may prepay the full amount due under this Agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

All rights of interment/entombment and/or to other services or products itemized above granted to the purchaser named above shall at the option of the Cemetery terminate automatically in the event purchaser does not cure all delinquencies within sixty (60) days after the Cemetery shall have mailed to the purchaser at the address stated above (or any subsequent address supplied to Cemetery by purchaser in writing) notice of Cemetery's intention to terminate purchaser's rights because of said delinquencies.

NOTICE: I UNDERSTAND THAT THIS CONTRACT IS SUBJECT TO THE "CONDITIONS OF CONTRACT" PRINTED ON THE BACK HEREOF WHICH I HAVE READ AND TO WHICH I ASSENT. I ALSO UNDERSTAND I DO NOT ACQUIRE ANY TITLE OR INTEREST IN THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT - ONLY THE RIGHT OF INTERMENT OR ENTOMBMENT.

PURCHASER(S) X Mary Howard & Richard J. Howard DATE 3-6-89, 19 89

ADDRESS(ES) 1121 Church's Court Burbank, CA 91501

FOR THE
CEMETERY BY:Jimmy Krybos

DATE

3-6, 19 89Posted To
Sales Journal

(DATE)

Account
Card

(INITIALS)

Day
Book

(INITIALS)

Plot
Book

(INITIALS)

Grave
List

(INITIALS)

Sales
BookCard
File

(INITIALS)

Distribution: Original to Cemetery Files-Duplicate to Central Accounting-Triplicate to Patron

ORIGINAL

Archdiocese_Howard_000029

Counselor # T-1359 **FAMILY SERVICES AT-NEED CONTRACT** **CT** 182656
Parish ST-Robert Bell **CATHOLIC CEMETERIES**
Vault Type BASIC Vault **ARCHDIOCESE OF LOS ANGELES** A Existing Contract 20348
Interment/Follow No. 64076
This agreement made this 15 day of JUNE 2001 between S.T.M.C. CEMETERY,
hereinafter referred to as Seller, and:
Account Name ROSANNE T. HOWARD Reid
(RELATIONSHIP TO DECEASED)
Address _____
City _____ State _____ Zip _____
HOME TELEPHONE _____ BUSINESS TELEPHONE _____
Purchaser or Agent Name MARY P. AUGUSTINE (Parishioner)

THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES,
A CORPORATION SOLE
SAN FERNANDO MISSION CEMETERY
11160 Stranwood Avenue • Mission Hills, California 91345
Telephone (818) 361-7387 • FAX (818) 365-6187

**AUTHORITY TO DISINTER, REMOVE AND REINTER
HOLD HARMLESS, INDEMNITY & RELEASE AGREEMENT**

TO: SAN FERNANDO MISSION CEMETERY MISSION HILLS, CALIFORNIA

You are hereby authorized and instructed, subject to your rules and regulations, to disinter the remains of

ALLEN HOWARD from

Grave/Crypt	Lot/Tier	Block/Unit	Section
<u>S 42</u>	<u>4</u>		<u>F</u>

and to remove the same to reinter said remains in

Grave/Crypt	Lot/Tier	Block/Unit	Section
<u>L 42</u>	<u>4</u>		<u>F</u>

The undersigned hereby certify and represent that they are the legal custodians of the remains and have the right to make this authorization, and that they are related to the decedent as indicated below. They also acknowledge that the Cemetery prohibits the witnessing of any disinterment and/or reinterment.
Any disinterment going out of the Cemetery requires County Permit of Disposition of Remains, acquisition whereof is the sole responsibility of the undersigned.

RELEASE OF INTEREST

I/we hereby relinquish all rights to and interest in

Grave/Crypt	Lot/Tier	Block/Unit	Section

And return same to SAN FERNANDO MISSION CEMETERY for the purpose of resale.

Signed by Burial Rights Holder of Record

Date

RELEASE OF LIABILITY

In further consideration for the Cemetery's agreement to undertake the requested disinterment, removal and reinterment, the undersigned also agree to release and hold the Cemetery and The Roman Catholic Archbishop of Los Angeles, a Corporation Sole, their employees, agents, officers, directors, predecessors-in-interest and successors-in-interest harmless from any and all claims, actions, suits, costs, liabilities, damages, injuries and injurious results, direct or indirect, internal or external, known or unknown, of any manner whatsoever, whether based in tort, contract, or other theory of liability arising out of the negligent acts, errors, and/or omissions, (whether active or passive), as well as other non-intentional wrongful conduct, by or on behalf of the Cemetery, their employees, agents, officers, directors, predecessors-in-interest and successors-in-interest arising out of, or in any way relating to, the disinterment, removal and reinterment requested by the undersigned herein.

Print Name	Signature	Relation to Dec'd.	Address
<u>Mary Augustine</u>	<u>Mary P Augustine</u>	<u>Daughter</u>	<u>P.O. Box 751 Burbank, CA 91503</u>

In witness whereof, I declare that the signature(s) herewith read and signed this document before me on this 15 day of

June 2001
[Signature]
Cemetery Representative or Notary Public*

**Accepted by: _____ Date _____
Cemetery Management

*Notarization required when signature(s) are not witnessed by Cemetery Representative

Archdiocese of Los Angeles - Howard - 000031

MEMORIAL ORDER AND/OR
INSCRIPTION ORDER

SAN FERNANDO MISSION CEMETERY & MAUSOLEUM
(Hereinafter referred to as "The Cemetery")
11160 Stranwood Avenue
Mission Hills, California 91345
WWW.LACATHOLICCEMETERIES.ORG

Document No. M 25037
Follow No. 64465.00
Date: Sept 13, 2001

Account of HOWARD ROSANNE Tel. No. _____
(Last Name) (First Name) (Middle Initial)
Purchaser AUGUSTINE MARY P. Tel. No. 563-9114
(Last Name) (First Name) (Middle Initial)
Address P.O. Box 751 BURBANK, CA 91503
(Number & Street) (City) (State) (Zip Code)
To be placed on: Grave/Crypt 42 4 Room/Block _____ Sec. F
Design No. and Name AMB. - 342 SHAPED CARVED W/ LETTERS Interment No. _____
Type: Granite VEGA RED Bronze _____ Size 16 X 28
Type of Letters: Raised _____ Sunken ROMAN DEEP Round _____ Flat _____
Emblem No. _____ Name _____ Emblem No. _____ Name _____
At Need ☐ Pre-Need ☐

HOWARD
FATHER
ALLEN
1887 - 1972
MOTHER
ROSANNE
1908 - 2001

WITHIN THE DIAGRAM Type or print the name, dates of birth, death and any special inscriptions. Indicate by an X the location of emblem if desired; give the emblem number.

SCROLL INFORMATION
Removable (Extra Charge) _____ Left _____ Right _____
Cast Integral _____
Tri or Intra Scroll ☐

Other Instructions: GR# 42 T-4 SECT F

MEMORIAL \$ 490.00
ADDITIONAL \$ 40.00
INSCRIPTION
Sub-total \$ 530.00
INSTALLATION CHARGE - NON-TAXABLE \$ 115.00
SALES TAX \$ 42.40
TOTAL \$ 687.40
AMOUNT PAID AM. EXP
RECEIPT NO. 249660028 687.40

Transferred from Pre-need \$ 0
Balance Due \$ _____

FINANCIAL ARRANGEMENTS: For and in consideration of the Total Purchase Price of \$ _____
I/We promise to pay the Cemetery the sum of \$ _____ on or before _____, 20____

INSTALLMENT PLAN: I/We promise to pay the Cemetery \$ _____ each month on the balance due for _____ months beginning _____, 20____ and on the _____ day of each month thereafter until paid in full.

Posted To: 9/14/01 Account Card _____
Sales Journal (DATE) (INITIALS)

No memorial will be ordered or placed on a grave or crypt until all charges pertaining to the grave or crypt and memorial are paid in full.

While the Cemetery will exercise all possible care to protect every memorial, it disclaims responsibility for any damage or injury thereto.

Completion of this order is subject to the ability of the Cemetery to obtain materials and/or labor. Purchaser places this order realizing that because of the passage of time, there may be a variance from the display sample and agrees to accept memorial of comparable material and design.

I hereby certify that the above spelling and dates are correct and the Cemetery is not liable for any errors on my part.

Furthermore I acknowledge that this memorial is purchased with the consent of the account holder and that the account holder has the authority to order the memorial removed at his or her discretion. In the event the account holder orders the Cemetery to remove the memorial, the undersigned agrees to hold the Cemetery harmless from any loss or liability arising from such removal.

The Cemetery reserves the right to cancel this order if the full amount of the order is not paid within six months from the date of the order.

Mary P Augustine
(Signature of Purchaser)

Order taken for the Cemetery by John S. Seng

Archdiocese_Howard_000032

Counselor # 186
Parish St. Hedwig
Vault Type Basic
MILY SERVICES AT-NEED CONT CT
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES
A 449277
Existing Contract 7192000
Interment/Follow No. 080019
This agreement made this 27th day of May 2017 between San Fernando Mission Catholic Cemetery,

Account Name Mildred Fratella (RELATIONSHIP TO DECEASED) Self

Address _____
City _____ State _____ Zip _____

HOME TELEPHONE _____ BUSINESS TELEPHONE _____
Purchaser or Agent Name Roseanne Silva (RELATIONSHIP TO DECEASED) Daughter

Address 13152 Summit Circle
City Westminster State CA Zip 92683

HOME TELEPHONE 714 898 6534 BUSINESS TELEPHONE _____
hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound DBL Upper/Lawn Crypt(s) 352 Room/Block T19 Section J Day & Date Of Funeral Mon 6/5/17
Lower/Crypt(s)/Grave(s) No. _____

Entombment/Interment of Mildred Fratella Date of Death 5/27/17 Date of Birth 11/4/1926

Place of Death Westminster, CA Funeral Director Dilday Mortuary-Huntington Beach Church Committal Time 12:00

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
<u>1</u>	<u>Interment</u>	<u>INF</u>	<u>800.00</u>					<u>800.00</u>
<u>1</u>	<u>Vault - BASIC</u>	<u>BAS</u>	<u>375.00</u>		<u>32.81</u>		<u>200.00</u>	<u>607.81</u>
<u>1</u>	<u>Contract Admin Fee</u>	<u>CAF2</u>	<u>50.00</u>					<u>50.00</u>
								<u>+</u>
								<u>+</u>
								<u>+</u>
								<u>+</u>
								<u>+</u>
								<u>+</u>
								<u>+</u>

Instructions Inter w/ Joseph Fratella (Husband)
TOTAL CASH PRICE
Down Payment Received (# 001812) 1457.81 (a)
Credit (Type: _____) _____ (b)
Down Payment Balance (Due by: _____) _____ (c)
TOTAL DOWN PAYMENT (a + b + c) 1457.81 (d)
AMOUNT FINANCED (Cash Price minus d) _____ (3)
FINANCE CHARGE _____ (2)
TOTAL OF PAYMENTS 1457.81 (4)

No interest will be charged for the first _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____. Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____%	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ _____	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ _____ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ _____ \$ _____
--	--	---	---	---

Number of Payments _____	Amount of Payments _____	When Payments are Due: Monthly Beginning On: _____
-----------------------------	-----------------------------	---

Checks should be made payable to the order of San Fernando Mission Catholic Cemetery
and sent to: Catholic Cemeteries Processing Center, P.O. Box 226820, Los Angeles, CA 90022-9998
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this agreement. Please write your account number on check.
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement, to the Seller at the address shown below.
Buyer hereby agrees to all of the terms and conditions of this Agreement, including those set forth on the reverse side hereof, and affirms that he (or she) has read and understands all the terms and conditions of this Agreement, and is relying upon no covenants, conditions, warranties, or representations of the Seller, other than those contained herein, in executing this Agreement. Each signatory hereto acknowledges its understanding that liability under this Agreement will be joint and several for each such signatory.

Patron(s) Signature(s) See attached Date _____
Counselor Signature: _____ Date 5/31/17 Accepted By: _____ Date 6/01/17
NAME/TITLE (SELLER) _____
Posted To (Initials) _____ Sales Log _____ Day Book _____ Plot Book _____ Grave List _____ Archdiocese of Los Angeles, California
Counselor's Sales Book _____

352, T19, J

PERFECT PRESS • (310) 538-2244

Carrie...n@hotmail.com

Counselor # 186
 Parish St. Hedwig
 Vault Type Basic

FAMILY SERVICES AT-NEED CONTRACT
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

A 449277
 Existing Contract 7P12000
 Interment/
 Follow No.

This agreement made this 27th day of May 2017 between San Fernando Mission Catholic Cemetery
 hereinafter referred to as Seller and
 Account Name Mildred Fratella Self
 (RELATIONSHIP TO DECEASED)

Address _____
 City _____ State _____ Zip _____

HOME TELEPHONE _____ BUSINESS TELEPHONE _____

Purchaser or Agent Name Roseanne Silva Daughter
 (RELATIONSHIP TO DECEASED)

Address 13152 Summit Circle
 City Westminster State CA Zip 92683

HOME TELEPHONE 714 898 6534 BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound TO DD Upper/Lower Crypt(s) 352 Room/Block T19 Section J Day & Date Of Funeral Mon 6/5/17
 Lower Crypt(s) 352 Lot _____

Entombment/Interment of Mildred Fratella Date of Death 5/27/17 Date of Birth 11/4/1926

Place of Death Westminster, CA
 Funeral Director Dilday Mortuary-Huntington Beach Church Committal Time 12:00
 Cory _____

Qty.	Item Description	Item Code	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
1	Interment	INE	\$800.00					\$800.00
1	Vault - Basic	BAS	\$250.00		\$28.1		200.00	607.81
1	Contract Admin Fee	CAF	\$0.00					\$0.00

Instructions	TOTAL CASH PRICE	\$1,457.81
Inter w/ Joseph Fratella (husband)	Down Payment Received (#)	(a)
	Credit (Type:)	(b)
	Down Payment Balance (Due by:)	(c)
	TOTAL DOWN PAYMENT (a + b + c)	(d)
	AMOUNT FINANCED (Cash Price minus d)	(3)
	FINANCE CHARGE	(2)
	TOTAL OF PAYMENTS	(4)

No interest will be charged for the first _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____ Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____ %	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ _____	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ _____ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ _____ \$ _____
Number of Payments _____ Amount of Payments _____ When Payments are Due: Monthly Beginning On: _____		Checks should be made payable to the order of <u>San Fernando Mission Catholic Cemetery</u> and sent to: <u>Catholic Cemeteries Processing Center, P.O. Box 226820, Los Angeles, CA 90022-8998</u> Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. Please write your account number on check. Contract Provisions: See the provisions on the reverse of this Agreement. Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.		

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement, to the Seller at the address shown below.

Buyer hereby agrees to all of the terms and conditions of this Agreement, including those set forth on the reverse side hereof, and affirms that he (or she) has read and understands all the terms and conditions of this Agreement, and is relying upon no covenants, conditions, warranties, or representations of the Seller, other than those contained herein, in executing this Agreement. Each signatory hereto acknowledges his understanding that liability under this Agreement will be joint and several for each such signatory.

Patron(s) Signature: Roseanne Silva Date 5/29/17
 Counselor _____ Accepted _____
 _____ Date _____



AUTHORIZATION TO CHARGE ON DISCOVER
MASTER CARD/ VISA/ AMERICAN EXPRESS/

CEMETERY: SAN FERNANDO MISSION CEMETERY Date: 5/20/17

I, Rosanne Silva, do hereby authorize the above named cemetery
to charge my credit card as follows:

Please Indicate Card Type:

☒ Visa ☐ MasterCard ☐ American Express ☐ Other

Credit Card Number: 4147 1801 9049 4246 Expiration Date: 01/18
Security Code (CVV): 538

Cardholder Name: Rosanne Silva
(Print Cardholder Name as it appears on card)

Credit Card Billing Address: 13152 Summit Circle

Street: _____ City: Westminster

Zip: 92603 State: CA Telephone #: 714-898-6534

Debit credit card indicated above for the amount of \$ 1,457.81

I, Rosanne Silva, Date: 5/20/17
(Signature of Authorized Cardholder or Cardholder)

For office use only:

Above information obtained by: ☐ Telephone ☐ Facsimile (Fax)

Remove Credit Card Not Present: _____

Apply payment as follows:

\$ 1,457.81

Contract #: A449277

41471801 90494246

\$ _____

Contract #: _____

1/18

\$ _____

Contract #: _____

538

Name of Decedent (if applicable): Mildred Fratella

CCMS Sales Batch: #75

Sales Batch Date: 5/31/17

NOTH.

001812

Credit Card Authorization Form 7-2016

APPLICATION FOR PERMIT FOR DISPOSITION OF HUMAN REMAINS

USE BLACK INK ONLY — MAKE NO ERASURES, WHITEOUTS, PHOTOCOPIES, OR OTHER ALTERATIONS

1A. NAME OF DECEDENT—FIRST MILDRED		1B. MIDDLE CHARLOTTE		1C. LAST FRATELLA	
2. SEX F	3. DATE OF BIRTH (MONTH, DAY, YEAR) 11/04/1926	4. DATE OF DEATH (MONTH, DAY, YEAR) 05/27/2017		5. (FETAL DEATH ONLY) DATE OF EVENT (MONTH, DAY, YEAR)	
6A. CITY OF DEATH WESTMINSTER			6B. COUNTY OF DEATH—IF OUTSIDE OF CALIFORNIA, ENTER STATE ORANGE		
7A. NAME OF INFORMANT ROSANNE SILVA		7B. RELATIONSHIP TO DECEDENT DAUGHTER		8A. TYPED NAME AND ADDRESS OF CALIFORNIA-LICENSED FUNERAL DIRECTOR OR PERSON ACTING AS SUCH—STREET NUMBER AND NAME, CITY, STATE, ZIP CODE HERITAGE-DILDAY MEMORIAL SERVICES 17911 BEACH BLVD, HUNTINGTON BEACH, CA 92647	
7C. INFORMANT'S FULL MAILING ADDRESS—STREET NUMBER AND NAME, CITY, STATE, ZIP CODE 13152 SUMMIT CIR, WESTMINSTER, CA 92683				8B. CALIFORNIA LICENSE NUMBER—IF APPLICABLE FD1193	
ACKNOWLEDGEMENT OF APPLICANT—I hereby acknowledge as applicant that I have the right to control disposition pursuant to Health & Safety Code Section 7100, and that the disposition stated herein is one of the dispositions authorized by Health & Safety Code Section 103055.				9A. APPLICANT SIGNATURE Cory R. Karl	
				9B. DATE SIGNED 06/01/2017	
PERMIT AND AUTHORIZATION OF LOCAL REGISTRAR—ANY CHANGE IN DISPOSITION REQUIRES A NEW PERMIT TO SHOW FINAL DISPOSITION This permit is issued in accordance with provisions of the California Health and Safety Code and is the authority for the disposition specified in this permit. NOTE: This permit gives no right of disposal outside of California.					
10A. AMOUNT OF FEE PAID \$ 12.00		10B. DATE PERMIT ISSUED 06/01/2017		10C. SIGNATURE OF LOCAL REGISTRAR ISSUING PERMIT ERIC G. HANDLER, M.D.	
10D. ADDRESS OF REGISTRAR OF DISTRICT OF DEATH—IF DEATH OCCURRED IN CALIFORNIA ORANGE HEALTH DEPARTMENT 1200 NORTH MAIN STREET, SUITE 100-A SANTA ANA, CA 92701			10E. ADDRESS OF REGISTRAR OF DISTRICT OF DISPOSITION—IF DIFFERENT FROM 10D LOS ANGELES CO DEPT OF PUBLIC HEALTH 313 NORTH FIGUEROA STREET, RM L-1 LOS ANGELES, CA 90012		
11. AUTHORIZED DISPOSITION(S) BURIAL				FOR CORONER'S USE ONLY	
BURIAL OR SCATTERING IN A CEMETERY (INCLUDES ENTOMBMENT)	12A. NAME AND ADDRESS OF CALIFORNIA CEMETERY SAN FERNANDO MISSION CEMETERY 11160 STRANWOOD AVE. MISSION HILLS, CA 91345		12B. DATE BURIED 10-5-17	12C. INTERMENT NUMBER—IF APPLICABLE 90319	
			12D. SIGNATURE OF PERSON IN CHARGE OF BURIAL OR SCATTERING [Signature]		
CREMATION	13A. NAME AND ADDRESS OF CALIFORNIA CREMATORY		13B. DATE CREMATED	13C. CREMATION NUMBER—IF APPLICABLE	
			13D. SIGNATURE OF PERSON IN CHARGE OF CREMATION [Signature]		
SCIENTIFIC USE	14A. NAME AND ADDRESS OF CALIFORNIA FACILITY RECEIVING REMAINS		14B. DATE RECEIVED		
			14C. SIGNATURE OF PERSON IN CHARGE OF FACILITY [Signature]		
TRANSIT	15A. NAME AND ADDRESS IN RECEIVING STATE OR COUNTRY WHERE REMAINS OR CREMATED REMAINS ARE TO BE SHIPPED		15B. NAME AND ADDRESS OF PERSON IN CHARGE OF PLACING WITH THE CARRIER		
			15C. SIGNATURE OF PERSON IN CHARGE OF PLACING WITH THE CARRIER [Signature]		15D. DATE SHIPPED
SCATTERING/ BURIAL AT SEA OR DISPOSITION OTHER THAN IN A CEMETERY	16A. ADDRESS, NEAREST POINT ON SHORELINE, OR OTHER DESCRIPTION SUFFICIENT TO IDENTIFY FINAL PLACE AND CALIFORNIA DISTRICT OF DISPOSITION; IF BURIAL AT SEA, ONLY ENTER LATITUDE AND LONGITUDE		16B. DATE OF DISPOSITION		16C. LICENSE NUMBER OF CREMATED REMAINS DISPOSER—IF APPLICABLE
			16D. SIGNATURE OF PERSON IN CHARGE OF SCATTERING OR BURIAL [Signature]		

UPON AUTHORIZATION OF PERMIT, DISTRIBUTE COPIES AS FOLLOWS:
COPY 1 – ACCOMPANIES REMAINS TO THE STATED PLACE OF DISPOSITION. PERSON IN CHARGE OF DISPOSITION IS RESPONSIBLE FOR COMPLETING AND FORWARDING THE PERMIT WITHIN 10 DAYS OF DISPOSITION TO THE REGISTRAR OF THE DISTRICT IN WHICH DISPOSITION OCCURRED OR THE DISTRICT NEAREST THE POINT WHERE THE CREMATED REMAINS WERE SCATTERED AT SEA.*
COPY 2 – RETAINED BY PERSON IN CHARGE OF THE CEMETERY, CREMATORY, FACILITY FOR SCIENTIFIC USE, OR BY THE PERSON IN CHARGE OF DISPOSING OF THE CREMATED REMAINS
COPY 3 – RETURN TO COUNTY OF DEATH WHEN THE REMAINS ARE DISPOSED OF IN ANOTHER DISTRICT, IF NOT APPLICABLE, COPY 3 MAY BE DISCARDED.*
COPY 4 – RETAINED BY REGISTRAR ISSUING THE PERMIT.*
* THE LOCAL REGISTRAR MAY DESTROY ANY ORIGINAL OR DUPLICATE PERMIT AFTER ONE YEAR FROM ISSUE DATE

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, OFFICE OF VITAL RECORDS

VS 9e Rev. 01/01/2008

MEMORIAL ORDER AND/OR
INSCRIPTION ORDER

719 2000

SAN FERNANDO MISSION CEMETERY & MAUSOLEUM
(Hereinafter referred to as "The Cemetery")
11160 Stranwood Avenue
Mission Hills, California 91345
WWW.LACATHOLICCEMETERIES.ORG

Document No. **M 50363**

Follow No. **90327.04**

Date: **June 5, 2017**

Account of **Fratella, Mildred**
(Last Name) (First Name) (Middle Initial) Tel. No. **—**

Purchaser **Silva, Rosanne**
(Last Name) (First Name) (Middle Initial) Tel. No. **714 898-6534**

Address **13152 Summit Cir. Westminster, Ca. 92683**
(Number & Street) (City) (State) (Zip Code)

To be placed on: Grave/Crypt **352** Tier/Lot **T19** Room/Block **—** Sec. **J**

Design No. and Name **2nd Inscription Scroll** Interment No. **—**

Type: Granite **Bronze** Size **—**

Type of Letters: Raised **—** Sunken **—** Round **—** Flat **—**

Emblem No. **—** Name **—** Emblem No. **—** Name **—**

At Need ☐ Pre-Need ☐

RIP MOM + DAD

MILDRED C. FRATELLA

NOV. 4, 1926 + MAY 27, 2017

WITHIN THE DIAGRAM Type or print the name, dates of birth, death and any special inscriptions. Indicate by an X the location of emblem if desired; give the emblem number. **Permit #85253**

SCROLL INFORMATION		
Removable (Extra Charge)	Left	Right
Cast Integral		
Tri or Intra Scroll	<input type="checkbox"/>	

Other Instructions: **ENTERED**

MEMORIAL **SC1** \$ **495.00**
ADDITIONAL INSCRIPTION \$ **—**
Sub-total \$ **495.00**
INSTALLATION CHARGE - NON-TAXABLE \$ **—**
SALES TAX \$ **43.31**
TOTAL **VISA** \$ **538.31**
AMOUNT PAID **105038** \$ **538.31**
RECEIPT NO. **105038**
Transferred from Pre-need \$ **—**
Balance Due \$ **—**
FINANCIAL ARRANGEMENTS: For and in consideration of the Total Purchase Price of \$ **—**
I/We promise to pay the Cemetery the sum of \$ **—** on or before **—**, 20 **—**
INSTALLMENT PLAN: I/We promise to pay the Cemetery \$ **—** each month on the balance due for **—** months beginning **—**, 20 **—** and on the **—** day of each month thereafter until paid in full.
Posted To: **6/5/17** Account Sales Journal **6/5/17** Card **74** (DATE) (INITIALS)

No memorial will be ordered or placed on a grave or crypt until all charges pertaining to the grave or crypt and memorial are paid in full.
While the Cemetery will exercise all possible care to protect every memorial, it disclaims responsibility for any damage or injury thereto.
Completion of this order is subject to the ability of the Cemetery to obtain materials and/or labor. Purchaser places this order realizing that because of the passage of time, there may be a variance from the display sample and agrees to accept memorial of comparable material and design.
I hereby certify that the above spelling and dates are correct and the Cemetery is not liable for any errors on my part.
Furthermore I acknowledge that this memorial is purchased with the consent of the account holder and that the account holder has the authority to order the memorial removed at his or her discretion. In the event the account holder orders the Cemetery to remove the memorial, the undersigned agrees to hold the Cemetery harmless from any loss or liability arising from such removal.
The Cemetery reserves the right to cancel this order if the full amount of the order is not paid within six months from the date of the order.

Rosanne Silva
(Signature of Purchaser)

Order taken for the Cemetery by **CA72**

Archdiocese of Howard 000037

Counselor T1391
Parish St. Pasqual
Vault Type Basic

FAMILY SERVICES AT-NEED CONT ACT
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

A 270848
Existing Contract
Interment/Follow No. 071920

This agreement made this 16 day of January 2006 between San Fernando Mission CEMETERY,
hereinafter referred to as Seller, and:

Account Name Mildred C. Fratella Wife
(RELATIONSHIP TO DECEASED)

Address 1990 Bugleson Avenue
City Thousand Oaks State CA Zip 91360

HOME TELEPHONE 805) 497-6219 BUSINESS TELEPHONE (714) 898-6534

Purchaser or Agent Name _____
(RELATIONSHIP TO DECEASED)

Address _____

City _____ State _____ Zip _____

HOME TELEPHONE _____ BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound TO Lower Upper/Lawn Crypt(s) 352 Room/Block 19 Section J Day & Date Friday 1-20-06
Lower/Crypt(s)/Grave(s) No.

Entombment/Interment of Joseph Fratella
Place of Death Thousand Oaks Date of Death 1-13-06 Date of Birth 9-25-1923

Funeral Director Mission Hills Mortuary Mty/Chapel Mortuary Chapel Time 11:00

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
1	grave		2530.00				450.00	3000.00
1	Basic vault		252.00		20.79		80.00	352.79
1	interment fee						575.00	575.00
1	flower vase		35.00		2.89			37.89

Instructions Grave 352
T 19
Section J
WALKING PROCESSION
IS NOT PERMITTED TO THE GRAVESITE / ALTARSIDE.

TOTAL CASH PRICE
Down Payment Received (# 241589) 3965.68 (a)
Credit (Type: _____) 0 (b)
Down Payment Balance (Due by: _____) 3965.68 (c)
TOTAL DOWN PAYMENT (a + b + c) 3965.68 (d)
AMOUNT FINANCED (Cash Price minus d) _____ (3)
FINANCE CHARGE _____ (2)
TOTAL OF PAYMENTS \$ _____ (4)

No interest will be charged for the first _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____ Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____%	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ _____	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ _____ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ _____ \$ _____
Number of Payments	Amount of Payments	When Payments are Due: Monthly Beginning On:		

Checks should be made payable to the order of _____
and sent to: Catholic Cemeteries Processing Center, P.O. Box 54179, Los Angeles, CA 90054-0179
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. **Please write your account number on check.**
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement, to the Seller at the address shown below.

Buyer hereby agrees to all of the terms and conditions of this Agreement, including those set forth on the reverse side hereof, and affirms that he (or she) has read and understands all the terms and conditions of this Agreement, and is relying upon no covenants, conditions, warranties, or representations of the Seller, other than those contained herein, in executing this Agreement. Each signatory hereto acknowledges its understanding that liability under this Agreement will be joint and several for each such signatory.

Patron(s) Signature(s): Mildred C. Fratella Date 1-20-06

Counselor Signature: Heinrich Date 1/16/06 Accepted By: _____ Date _____

Posted To (Initials) 1/16/06 Day Book _____ Plot Book _____ Grave List _____ Archdiocese Counselor's Sales Book 000038

[illegible]

T 19

mcF.

X

250	251	252	253	254	255
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7/16/1903
Mame
1941-2003

Wicked Chateaux

Counselor # 71369
Parish _____
Vault Type _____

MILY SERVICES AT-NEED CONT CT
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

A 282595
Existing Contract 7192000
Interment/
Follow No. 07247506

This agreement made this 7 day of May, 2006 between S. F. M. CEMETERY,
hereinafter referred to as Seller, and:

Account Name MILDRED FRATELLA (RELATIONSHIP TO DECEASED)

Address 1990 BURLISON AVE.

City THOUSAND OAKS State CA Zip 91360

HOME TELEPHONE (805) 498 6219 BUSINESS TELEPHONE _____

Purchaser or Agent Name _____ (RELATIONSHIP TO DECEASED)

Address _____

City _____ State _____ Zip _____

HOME TELEPHONE _____ BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound TO _____ Upper/Lawn Crypt(s) _____ Lower/Crypt(s)/Grave(s) No. 352 Room/Block T-19 Tier/Lot _____ Section J Day & Date Of Funeral _____

Entombment/Interment of VA Setting Fee

Place of Death _____ Date of Death 1 / 1 / 1 Date of Birth 1 / 1 / 1

Funeral Director _____ Mtg/Chapel Church _____ Time _____

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
1	VA Setting Fee						155.00	155.00
	Burials							

Instructions Grave 352
T-19
SELF
VA

TOTAL CASH PRICE Am Ex
Down Payment Received (# 995391) \$ 155.00
Credit (Type: _____) _____
Down Payment Balance (Due by: _____) _____
TOTAL DOWN PAYMENT (a + b + c) 155.00 (d)
AMOUNT FINANCED (Cash Price minus d) _____ (3)
FINANCE CHARGE _____ (2)
TOTAL OF PAYMENTS \$ _____ (4)

**WALKING PROCESSION
IS NOT PERMITTED TO THE
GRAVESITE / ALTARSIDE.**

No interest will be charged for the first _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____ Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>0</u> %	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ <u>0</u>	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ <u>0</u>	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ <u>0</u> (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ <u>0</u>
Number of Payments	Amount of Payments	When Payments are Due: Monthly Beginning On: _____		

Checks should be made payable to the order of _____
and sent to: **Catholic Cemeteries Processing Center, P.O. Box 54179, Los Angeles, CA 90054-0179**
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. **Please write your account number on check.**
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement, to the Seller at the address shown below.

Buyer hereby agrees to all of the terms and conditions of this Agreement, including those set forth on the reverse side hereof, and affirms that he (or she) has read and understands all the terms and conditions of this Agreement, and is relying upon no covenants, conditions, warranties, or representations of the Seller, other than those contained herein, in executing this Agreement. Each signatory hereto acknowledges its understanding that liability under this Agreement will be joint and several for each such signatory.

Patron(s) Signature(s): Mildred C. Fratella Date 5-7-06

Counselor Signature: Julie Date 5-7-06 Accepted By: _____ Date _____

Posted To (Initials) _____ Sales Log 5/8/06 Day Book _____ Plot Book _____ Grave List Archdiocese of Los Angeles _____

SALES ORDER

MISSION CEMETERY AND MAUSOLEUM

R/L Interment No. 20348

ROSANNE I. HOWARD
KATH RD. BOURBANK, CALIF. 91501
263 Relationship WIFE

Zip Code Telephone

Zip Code Telephone

12,1887 S.S. No.
LLEN HOWARD
R. Hosp. CIT, Date 3-20-72

Block Room Tier Lot Open 42 Sec. 1

ALLEY FUNERAL HOME

Mty. Chapel Church ST. ROBERT

-CALIF. Date MAR-22-1972

Book Plot Book Day WED

4

Type Amount \$

Assignment to Mortuary

Creditor's Claim

Attorney

Telephone

Telephone

FAMILY INFORMATION

A. HOWARD Relationship SON
ANT ANGELENO AVE
CALIF Zip Code 91502

Relationship

Zip Code

Relationship

Zip Code

Relationship

Zip Code

Sales Journal Card A/c

SALES ORDER

MISSION CEMETERY AND MAUSOLEUM

ENDERLE Interment No. 13440

Joseph Fratella
6062 Ave Sun Valley
Zip Code

668 Relationship

124 A. Fratella
7804 ARVILLAS AVE
Zip Code Telephone 767-8838

Zip Code Telephone

S.S. No.

WINK FRATELLA

WD COMM. Date MAY 19 1967

1898
Block Room Tier Lot 353 Sec. C
Open 11

T. OSWALD, NH

Church Lady of Holy Rosary

Date MAY 23, 1967

Book Plot Book Day TU

_____Type_____Amount \$_____

_____Assignment to Mortuary_____

_____Creditor's Claim_____

_____Attorney_____

County First Natl
_____Telephone_____

Penn Valley
_____Telephone_____

_____Telephone_____

FAMILY INFORMATION

_____Relationship_____

_____Zip Code_____

_____Relationship_____

_____Zip Code_____

_____Relationship_____

_____Zip Code_____

_____Relationship_____

_____Zip Code_____

_____Sales
Journal_____Card A/c_____

SALES ORDER

MISSION CEMETERY AND MAUSOLEUM

Interment No. 16549

Call to You Henry Hemphill
in Ar. Thomas Baker Zip Code 91360
122 Relationship Parents

Zip Code Telephone

L. Fratella
Funerals

Zip Code Telephone 767-6668

17. 1968 S.S. No.
in Lynn Hemphill
by Cross Hosp. Date July 9. 1969

Block
Room
Tier
Lot
Open 22 90 Sec. E

T. Roswald N. H.
30 10- Church Holy Rosary
by Date June 11. 1969
FRIDAY
Plot Book Day Saturday

Type Amount \$

Assignment to Mortuary

Creditor's Claim

Attorney

Telephone

Telephone

FAMILY INFORMATION

Relationship

Zip Code

Relationship

Zip Code

Relationship

Zip Code

Relationship

Zip Code

Sales
Journal

Card A/c

SALES ORDER

MISSION CEMETERY AND MAUSOLEUM

Interment No. 12868

Mrs J Howard
157 North RD Burbank, Calif.
Zip Code 91501

Relationship

Zip Code Telephone

Zip Code Telephone

23, 1965 S.S. No.

re Miss Howard

in Foundation Date Dec 24 1966

Open 22 Block Room 93 Tier E Lot Sec.

by Funeral Home

Church Greenside (St Robert)

Date Dec. 28, 1966

ok Plot Book Day Wednesday

Type Amount \$

Assignment to Mortuary

Creditor's Claim

Attorney

Telephone

Telephone

FAMILY INFORMATION

Relationship

Zip Code

Relationship

Zip Code

Relationship

Zip Code

Relationship

Zip Code

Sales
Journal

Card A/c

(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Address (NUMBER AND STREET) (CITY) (STATE) (ZIP CODE) (RELATIONSHIP TO DECEASED)

Purchaser or Agent (LAST NAME) (FIRST NAME) (MIDDLE INITIAL) (RELATIONSHIP TO DECEASED)

Address (NUMBER AND STREET) (CITY) (STATE) (ZIP CODE) Telephone Number

Entombment/Interment of (GIVE FULL NAME OF DECEASED - - - - - THIS IS A PRE-NEED SALE SO INDICATE)

Place of Death (Sun Valley Co.) Date of Death (12/13/88) Date of Birth (11/11/1902)

Mound TO (Upper) Lower (Lawn Crypt(s)) (Upper) Room/Block (353) Section (C) Day & Date Of Funeral (Fri 12/16/88)

Funeral Director (Utter-McKinley) Mtn/Chapel Church (Mission San Fernando Rey) Time (11-)

Special Instructions:

We, the undersigned JOE FRATELLA on the _____ Date enter into this agreement for purchase from the Cemetery and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right interment/entombment in _____

Crypt(s)/Lawn Crypt(s) (11) Room/Block (353) Section (C)

Single/Double Grave(s) (11) Crypt(s)/Grave(s) (11) Tier/Lot (353) Section (C)

and/or incidental expenses as itemized below which is the total purchase price.

<input checked="" type="checkbox"/> Developed Price	Crypt(s)/Lawn Crypt(s) Single/Double Grave(s)	\$	P.P.	A
<input type="checkbox"/> Pre-Developed Discount		\$	8	B
<input type="checkbox"/> Pre-Developed Price		\$	8	C
<input checked="" type="checkbox"/> Entombment	Upper/Lower Interment Charge(s)	\$	265.00	D
<input checked="" type="checkbox"/> Section Box(es)/Bell Liner(s)		\$	145.00	E
<input type="checkbox"/> Vault(s)/Vault Service Charge(s)		\$	8	F
<input type="checkbox"/> Flower Vase(s)/Other Charges (Describe)		\$	8	G
SALES TAX ON \$	145.00	\$	9.43	H
SUB TOTAL		\$	419.43	J
DEDUCT:		\$	8	K
Cash payment Paid on Receipt No.		\$	8	L
Credit Per		\$	8	M
Credit Memorandum No.		\$	8	N
Transferred from	Non-Tax-able \$	\$	8	O
Pre-Need: Taxable \$		\$	8	
TOTAL DEDUCTIONS		\$	8	
INITIAL BALANCE		\$	419.43	

FINANCIAL ARRANGEMENTS:

One of the following applies to this agreement:

For and in consideration of the Total Purchase Price of \$ 419.43 I/We promise to pay the Cemetery the sum of \$ 419.43 on or before 12/16, 19 88.

If the balance of \$ 419.43 is not paid by 12/16, 19 88 finance charge computed at the rate of 7% annual interest on the unpaid balance will be added from the date of this agreement.

I/We promise to pay the Cemetery the balance of \$ _____ to be paid at the rate of \$ _____ per month for month: beginning _____, 19 _____, and on the _____ day of each month thereafter until paid in full.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>12</u> %	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ <u>8</u>	3. AMOUNT FINANCED (Unpaid balance) The amount of credit provided to you or on your behalf. \$ <u>419.43</u>	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ <u>419.43</u> (2 + 3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ <u>419.43</u>
--	--	--	--	--

NOTICES TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You may prepay the full amount due under this Agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

All rights of interment/entombment and/or to other services or products itemized above granted to the purchaser named above shall at the option of the Cemetery terminate automatically in the event purchaser does not cure all delinquencies within sixty (60) days after the Cemetery shall have mailed to the purchaser at the address stated above (or any subsequent address supplied to Cemetery by purchaser in writing) notice of Cemetery's intention to terminate purchaser's rights because of said delinquencies.

NOTICE: I UNDERSTAND THAT THIS CONTRACT IS SUBJECT TO THE "CONDITIONS OF CONTRACT" PRINTED ON THE BACK HEREOF WHICH I HAVE READ AND TO WHICH I ASSENT. I ALSO UNDERSTAND I DO NOT ACQUIRE ANY TITLE OR INTEREST IN THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT - ONLY THE RIGHT OF INTERMENT OR ENTOMBMENT.

PURCHASER: X JOE FRATELLA Archdiocese_Howard_0000873

CONDITIONS OF CONTRACT

1. The use of said property is now, and at all times shall be, subject to the Rules and Regulations of the Cemetery now existing and/or hereafter adopted or changed.
2. No memorial will be permitted on any grave or crypt until the account has been paid in full.
3. In addition to the price of the right of interment or entombment in a grave or crypt, there will be a charge made for each interment or entombment therein. Funerals scheduled for Saturday will be subject to a surcharge; the amount to be that which is in effect at this Cemetery at the time of the funeral.
4. The holder of the right of interment will not be permitted to plant flowers, shrubs, trees or plants of any kind on the grave. The vases installed by the cemetery management are the only items permitted to be used.
5. The management disclaims all responsibility for loss or damage to memorials or flower containers.
6. Holders of the right of interment or entombment will be allowed to inter or entomb only members of their family in the graves or crypts. Although the cemetery is intended for members of the Catholic Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the cemetery.
7. The use of said grave or crypt is for the named holder of the right of interment or entombment or his/her relative as above stated, for interment or entombment purposes only and not for resale or profit. By special permission of the corporation sole a person not a member of the right-holder's family may be interred or entombed in said grave or crypt; but in no case shall the right-holder have any right to sell, exchange, or in any manner, except as hereinafter provided, dispose of any right to interment or entombment.
8. The cemetery reserves the right not to accept return of, or make refund for, the right of interment or entombment, or any unused portion thereof. In the event of the death of the right-holder the privilege conveyed or to be conveyed by this instrument shall be succeeded to by members of the right-holder's family as prescribed by the Rules and Regulations of the cemetery.
9. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment. Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemeteries, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
10. **Default and/or Cancellation.** In the event that Buyer shall fail to pay any installment due hereunder, Seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, excluding interest payments, which Buyer may apply at any later date to purchase from Seller at then current prices property of equal or greater value than the Property purchased hereunder. If Buyer has made principal payments exceeding 25% of the Cash Price stated on the front page of this Agreement, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such 25% of the Cash Price, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including sales commissions, incurred in connection with this Agreement.
11. Before purchasing memorials, the right-holder should ascertain the rules pertaining to same. The cemetery will not be responsible for memorials purchased by the right-holder which do not come within the rules.
12. In the event of default, the cemetery reserves the right to disinter and/or to make disposition of any remains interred therein in accordance with any arrangements made with any duly authorized person other than the signer of this agreement.
13. NO MONUMENT extending above the surface of the ground shall be erected on the herein described property. Only one flat memorial will be permitted on each grave.

NOTICE

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 AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Address 1121 CHURCH COURT BURBANK 91501 (818) WIFE

Purchaser or Agent HOWARD RICHARD J. SON

Address 1975 LA POSTA ENCINITAS CALIF Telephone Number 619-9425081

Entombment/Interment of JOHN A. HOWARD 92024

Place of Death BURBANK CALIF Date of Death 3/14/89 Date of Birth 2/19/36

Mound TO LOWER Lower Crypt(s) 324 Upper Crypt(s) 12 Room/Block 12 Section J Day & Date Of Funeral MAR. 8. 1989

Funeral Director ECKERMAN HEISMAN Mty/Chapel Church ST. ROBERT BELLARMINE Time 10.00 AM

Special Instructions: P.S. IF POSSIBLE 10 CHAIRS.

We, the undersigned RICHARD J. HOWARD on the 3/14/89 Date enter into this agreement for purchase from the Cemetery and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in Section J

Crypt(s)/Lawn Crypt(s) 324 Single/Double Grave(s) 12 Room/Block 12 Section J

and/or incidental expenses as itemized below which is the total purchase price.

Developed Price \$ 780.00 A

Pre-Developed Discount \$ B

Pre-Developed Price \$ C

Entombment \$ 300.00 D

Upper/Lower Interment Charge(s) \$ 225.00 E

Section Box(s)/Bell Linings \$ 25.00 F

Vault(s)/Vault Service Charge(s) \$ G

*Flower Vase(s)/Other Charges (Describe) \$ 16.25 H

SALES TAX ON \$ 250.00 \$ 1346.25 J

SUB TOTAL \$ 1346.25 K

DEDUCT: 13483.8 \$ 1346.25 L

Cash payment Paid on Receipt No. CHECK \$ M

Credit Per \$ N

Credit Memorandum No. \$ O

Transferred from \$

Pre-Need: Taxable \$ \$ Non-Taxable \$ \$

TOTAL DEDUCTIONS \$ 1346.25

INITIAL BALANCE \$

FINANCIAL ARRANGEMENTS:

One of the following applies to this agreement:

For and in consideration of the Total Purchase Price of \$ 1346.25 I/We promise to pay the Cemetery the sum of \$ 1346.25 on or before 1989.

If the balance of \$ 1346.25 is not paid by 1989 finance charges computed at the rate of 12% annual interest on the unpaid balance will be added from the date of this agreement.

I/We promise to pay the Cemetery the balance of \$ 1346.25 to be paid at the rate of \$ 1346.25 per month for months beginning 1989, and on the 15 day of each month thereafter until paid in full.

554031

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>12%</u>	2. FINANCE CHARGE The dollar amount the credit will cost you. <u>\$ 16.25</u>	3. AMOUNT FINANCED (Unpaid balance) The amount of credit provided to you or on your behalf. <u>\$ 1346.25</u>	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. <u>\$ 1346.25</u> (2 + 3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of <u>\$ 1346.25</u>
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NOTICES TO BUYER: (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this Agreement. (3) You may prepay the full amount due under this Agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

All rights of interment/entombment and/or to other services or products itemized above granted to the purchaser named above shall at the option of the Cemetery terminate automatically in the event purchaser does not cure all delinquencies within sixty (60) days after the Cemetery shall have mailed to the purchaser at the address stated above (or any subsequent address supplied to Cemetery by purchaser in writing) notice of Cemetery's intention to terminate purchaser's rights because of said delinquencies.

NOTICE: I UNDERSTAND THAT THIS CONTRACT IS SUBJECT TO THE "CONDITIONS OF CONTRACT" PRINTED ON THE BACK HEREOF WHICH HAVE READ AND TO WHICH I ASSENT. I ALSO UNDERSTAND I DO NOT ACQUIRE ANY TITLE OR INTEREST IN THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT - ONLY THE RIGHT OF INTERMENT OR ENTOMBMENT.

DISCHARGED BY Archdiocese Howard 0000875 89

CONDITIONS OF CONTRACT

1. The use of said property is now, and at all times shall be, subject to the Rules and Regulations of the Cemetery now existing and/or hereafter adopted or changed.
2. No memorial will be permitted on any grave or crypt until the account has been paid in full.
3. In addition to the price of the right of interment or entombment in a grave or crypt, there will be a charge made for each interment or entombment therein. Funerals scheduled for Saturday will be subject to a surcharge; the amount to be that which is in effect at this Cemetery at the time of the funeral.
4. The holder of the right of interment will not be permitted to plant flowers, shrubs, trees or plants of any kind on the grave. The vases installed by the cemetery management are the only items permitted to be used.
5. The management disclaims all responsibility for loss or damage to memorials or flower containers.
6. Holders of the right of interment or entombment will be allowed to inter or entomb only members of their family in the graves or crypts. Although the cemetery is intended for members of the Catholic Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the cemetery.
7. The use of said grave or crypt is for the named holder of the right of interment or entombment or his/her relative as above stated, for interment or entombment purposes only and not for resale or profit. By special permission of the corporation sole a person not a member of the right-holder's family may be interred or entombed in said grave or crypt; but in no case shall the right-holder have any right to sell, exchange, or in any manner, except as hereinafter provided, dispose of any right to interment or entombment.
8. The cemetery reserves the right not to accept return of, or make refund for, the right of interment or entombment, or any unused portion thereof. In the event of the death of the right-holder the privilege conveyed or to be conveyed by this instrument shall be succeeded to by members of the right-holder's family as prescribed by the Rules and Regulations of the cemetery.
9. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment. Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemeteries, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
10. **Default and/or Cancellation.** In the event that Buyer shall fail to pay any installment due hereunder, Seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, excluding interest payments, which Buyer may apply at any later date to purchase from Seller at then current prices property of equal or greater value than the Property purchased hereunder. If Buyer has made principal payments exceeding 25% of the Cash Price stated on the front page of this Agreement, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such 25% of the Cash Price, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including sales commissions, incurred in connection with this Agreement.
11. Before purchasing memorials, the right-holder should ascertain the rules pertaining to same. The cemetery will not be responsible for memorials purchased by the right-holder which do not come within the rules.
12. In the event of default, the cemetery reserves the right to disinter and/or to make disposition of any remains interred therein in accordance with any arrangements made with any duly authorized person other than the signer of this agreement.
13. NO MONUMENT extending above the surface of the ground shall be erected on the herein described property. Only one flat memorial will be permitted on each grave.

NOTICE

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 AMOUNTS PAID BY THE DEBTOR HEREUNDER.

[illegible]

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <div style="text-align: right;"> _____ % </div>	2. FINANCE CHARGE The dollar amount the credit will cost you. <div style="text-align: right;"> \$ _____ </div>	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. <div style="text-align: right;"> \$ _____ </div>	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. <div style="text-align: right;"> \$ _____ (2+3) </div>	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of <div style="text-align: right;"> \$ _____ \$ _____ </div>
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Number of Payments	Amount of Payments	When Payments are Due: Monthly Beginning On:

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no essential services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement to the Seller at the address shown below.

Cemetery is intended for members of the Catholic Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the Cemetery.

- (c) The planting of flowers, shrubs, trees or plants of any kind on any grave will not be permitted. The vases installed by the Cemetery's management are the only items permitted to be used.
 - (d) No memorial will be permitted on any grave or crypt until Buyer's account has been paid in full. No monuments extending above the surface of the ground shall be erected on a grave. Only flat memorial tablets of either bronze or granite will be permitted to mark the interments made in the Cemetery, and only one such memorial will be permitted on each grave. Prior to purchasing a memorial, Buyer should ascertain the rules pertaining to same. Seller will not be responsible for memorials purchased by Buyer which do not conform with the Cemetery's Rules and Regulations.
 - (e) Seller shall have no responsibility for loss or damage to memorials or flower containers. Seller shall not be liable for damage to or destruction of the Property, except to the extent that such damage or destruction is caused by Seller's willful misconduct or gross negligence.
2. **Rights Purchased Hereunder.** Buyer will have absolutely no rights in the Property, nor any rights of interment or entombment, until Buyer has paid in full its obligations pursuant to this Agreement. Once all such obligations have been paid, the Certificate of Ownership to the Property will be issued in the manner and to the persons indicated on the front of this Agreement, and such person(s) will thus become Holder(s) of the rights of interment or entombment.
3. **The Certificate of Ownership** entitles Holder to inter or entomb the remains of one human being in each of the spaces which comprise the Property, provided Holder pays in advance such interment and related fees, and executes such related interment or entombment documents, as Seller may require. Seller, in its sole discretion and under such terms and conditions as Seller may determine, may permit interment or entombment, as the case may be, in the Property prior to full payment hereunder. The rates to be charged by Seller for interment and related services shall be the rates in effect at the Cemetery at the time of the funeral.
4. **Alienability.** The use of the Property is for the Holder, as named in the Certificate of Ownership, or his/her relative as above stated, for interment or entombment purposes only, and not for resale or profit. By special permission of the Seller, a person not a member of the Holder's family may be interred or entombed in the Property, but in no case shall the Holder have any right to sell, exchange or in any manner dispose of any right to interment or entombment except as provided herein.
5. **Exchange of Property.** Seller hereby agrees that if, within 30 days from the date hereof, Buyer shall find the Property unsatisfactory for any reason whatsoever, provided no interments or entombments have yet been made therein, the Buyer may exchange the Property within such 30 days for any other similar unsold property of equal or greater value anywhere in a cemetery maintained by Seller, with exchange credit to be given to Buyer for all amounts paid on principal (including cash down payments) prior to such exchange. Upon such exchange, Buyer and Seller shall enter into a new Agreement governing the purchase of said exchange property. The pre-developed discount, if any, given on, and the care and maintenance deposit paid with respect to, the Property purchased hereunder shall be adjusted as necessary.
6. **Seller's Reservation of Rights.**
- (a) The Seller expressly reserves the right at any time when it finds itself unable to fulfill this Agreement owing to invasion, insurrection, riot, war or any military or civil authority, order of curfew or by any other unforeseen contingency, or because of mistake, misrepresentation or fraud in the disclosing of this Agreement, to return to the Buyer all monies that may have been paid by Buyer hereunder, and this Agreement shall thereupon become null and void. In any such event, Seller shall not be liable to Buyer or its heirs, executors, administrators and assigns for any damages, whether direct, consequential or otherwise, incurred by such persons for Seller's inability to fulfill or termination of, this Agreement.
 - (b) Seller reserves the right to carry on any business activity permitted by law to be carried on within the grounds of or adjacent to the Cemetery.
7. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment, Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemeteries; or (b) hold the casket or urn in a reserving vault at no additional cost until the Property is completed.
8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Buyer's heirs, successors, executors, administrators and assigns.
9. **Re-location.** Should the buyer relocate his principal residence more than seventy-five (75) miles outside the Archdiocesan geographical boundaries, and wish to return graves or crypts and services, the Seller at its sole discretion, may elect to refund in the following manner all monies paid in excess of fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, if the amount paid does not exceed fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, the amount paid shall be retained by Seller as administrative and carrying costs.
10. **Default.** In the event that the Buyer shall fail to pay any installment due hereunder, Seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property to any person thereof to Buyer. If Seller elects to terminate this Agreement, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, less any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which Buyer may apply within one (1) year of termination date to purchase from Seller at then current prices property of equal or greater value than the property purchased hereunder. Buyer hereby agrees that if within one year (1) from the date of notification, the funds that this amount are not used or claimed for future use, then the Seller reserves the right to take the proceeds that have been paid by Buyer hereunder, if Buyer has made principal payments exceeding twenty-five percent (25%) of the Cash Price stated on the front page of this Agreement, and any amount for accrued but unpaid finance charges up to the date of notification of the Seller. Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such twenty-five percent (25%) of the Cash Price, plus any amount for accrued but unpaid finance charges up to the date of notification, by the Seller, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including commissions, incurred in connection with this agreement.
11. **Entire Agreement.** This Agreement constitutes the final agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the transaction contemplated herein, and anything in addition to or contrary to the provisions of this Agreement which may have been communicated to Buyer by any of Seller's employees or representatives is, as acknowledged by Buyer's execution of this Agreement, of no consequence whatsoever. This Agreement may be amended only by a writing executed by Buyer and Seller.
12. **Notice.** Any notices to be delivered to the parties hereunder shall be delivered to the addresses set forth on the front page of this Agreement. Buyer agrees to notify Seller within ten days of any change of Buyer's address as set forth herein.

NOTICE

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

FOR ACCOUNT AND BILLING INFORMATION PLEASE CONTACT:

CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

Archdiocese_Howard_0000878

Account Name _____ (RELATIONSHIP TO DECEASED)
 Address _____
 City _____ State _____ Zip _____
 HOME TELEPHONE _____ BUSINESS TELEPHONE _____
 Purchaser or Agent Name Mary P. Augustine (Relationship to Deceased)
 Address P.O. Box 757
 City Burbank State CA Zip 91503
 HOME TELEPHONE 818-563-9114 BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound Upper Upper/Lawn Crypt(s) 42 Room/Block 4 Day & Date Wed 6-20-2001
 TO Lower Lower/Crypt(s)/Grave(s) No. Rosanne I. Howard Tier/Lot 4 Section R Of Funeral Wed 6-20-2001

Entombment/Interment of Rosanne I. Howard
 Place of Burbank Date of Death 6/15/01 Date of Birth 9/23/08
 Death Burbank
 Funeral Director Eckerman Heisman Mty/Chapel St. Robert Bellarmine Church 10:00am
David 818-846-2131

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
1	Interment - Upper (Replent)						115.00	115.00
1	Basic Vault		215.00		17.20		80.00	312.20
1	Flower Vase		30.00		2.40			32.40

Instructions GA-42 T-4
Section F
TOTAL CASH PRICE 459.60
 Down Payment Received (# 910859) 459.60 (a)
 Credit (Type: _____) _____ (b)
 Down Payment Balance (Due by: _____) _____ (c)
TOTAL DOWN PAYMENT (a + b + c) 459.60 (d)
AMOUNT FINANCED (Cash Price minus d) _____ (3)
FINANCE CHARGE _____ (2)
TOTAL OF PAYMENTS 459.60 (4)

No interest will be charged for the first 6 months from the date of this Agreement, then it will bear interest at the rate of 6.5 % per annum for the balance of payments. Interest start date 6/20/01. Receipt of down payment of \$ 459.60 by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>6.5</u> %	2. FINANCE CHARGE The dollar amount the credit will cost you. <u>0</u> \$	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. <u>0</u> \$	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. <u>0</u> \$ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of <u>0</u> \$
Number of Payments <u>0</u>	Amount of Payments <u>0</u>	When Payments are Due: Monthly Beginning On: <u>0</u>		

Checks should be made payable to the order of _____
 and sent to: **Catholic Cemeteries Processing Center, P.O. Box 54179, Los Angeles, CA 90054-0179**
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. Please write your account number on check.
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.

You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this agreement, provided that no substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement to the Seller at the address shown below.

burial is refused for members of the Catholic Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the Cemetery.

- (b) The planting of flowers, shrubs, trees or plants of any kind on any grave will not be permitted. The vases installed by the Cemetery's management are the only items permitted to be used.
- (c) No memorials will be permitted on any grave or crypt until Buyer's account has been paid in full. No monuments extending above the surface of the ground shall be erected on a grave. Only flat memorial tablets of either bronze or granite will be permitted to mark the interments made in the Cemetery, and only one such memorial will be permitted on each grave. Prior to purchasing a memorial, Buyer should ascertain the rules pertaining to same. Seller will not be responsible for memorials purchased by Buyer which do not conform with the Cemetery's Rules and Regulations.
- (d) Seller shall have no responsibility for loss or damage to memorials or flower containers. Seller shall not be liable for damage to or destruction of the Property, except to the extent that such damage or destruction is caused by Seller's willful misconduct or gross negligence.
2. **Rights Purchased Hereunder.** Buyer will have absolutely no rights in the Property, nor any rights of interment or entombment, until Buyer has paid in full its obligations pursuant to this Agreement. Once all such obligations have been paid, the Certificate of Ownership to the Property will be issued in the manner and to the persons indicated on the front of this Agreement, and such person(s) will thus become Holder(s) of the rights of interment or entombment.
- The Certificate of Ownership entitles Holder to inter or entomb the remains of one human being in each of the spaces which comprise the Property, provided Holder pays in advance such interment and related fees, and executes such related interment or entombment documents as Seller may require. Seller, in its sole discretion and under such terms and conditions as Seller may determine, may permit interment or entombment, as the case may be, in the Property prior to full payment hereunder. The rates to be charged by Seller for interment and related services shall be the rates in effect at the Cemetery at the time of the funeral.
3. **Alienability.** The use of the Property is for the Holder as named in the Certificate of Ownership, or his/her relative as above stated, for interment or entombment purposes only, and not for resale or profit. By special permission of the Seller, a person not a member of the Holder's family may be interred or entombed in the Property, but in no case shall the Holder have any right to sell, exchange or any manner dispose of any right to interment or entombment except as provided herein.
4. **Exchange of Property.** Seller hereby agrees that if, within 30 days from the date hereof, Buyer shall find the Property unsatisfactory for any reason whatsoever, provided no interments or entombments have yet been made therein, the Buyer may exchange the Property within such 30 days for any other similar unsold property of equal or greater value anywhere in a cemetery maintained by Seller, with exchange credit to be given to Buyer for all amounts paid on principal (including cash down payments) prior to such exchange. Upon such exchange, Buyer and Seller shall enter into a new Agreement governing the purchase of said exchange property. The pre-developed discount, if any, given on, and the care and maintenance deposit paid with respect to, the Property purchased hereunder shall be adjusted as necessary.
5. **Seller's Reservation of Rights.**
- (a) The Seller expressly reserves the right at any time that it finds itself unable to fulfill this Agreement owing to invasion, insurrection, riot, war or any military or civil authority, order of court, or by any other unforeseen contingency, or because of mistake, misrepresentation or fraud in the procuring of this Agreement, to return to the Buyer all monies that may have been paid by Buyer hereunder, and this Agreement shall thereby become null and void. In any such event, Seller shall not be liable to Buyer or its heirs, executors, administrators and assigns for any damages, whether direct, consequential or otherwise, incurred by such persons for Seller's inability to fulfill, or termination of, this Agreement.
- (b) Seller reserves the right to carry on any business activity permitted by law to be carried on within the grounds of or adjacent to the Cemetery.
6. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment, Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemetery, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
7. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Buyer's heirs, successors, executors, administrators and assigns.
8. **Re-location.** Should the buyer relocate his principal residence more than seventy-five (75) miles outside the Archdiocesan geographical boundaries, and wish to return graves or crypts and services, the Seller, at its sole discretion, may elect to refund in the following manner all monies paid in excess of fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination. If the amount paid does not exceed fifteen percent 15% of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, the amount paid shall be retained by Seller as administrative and carrying costs.
9. **Default.** In the event that the Buyer shall fail to pay any installment due hereunder, seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate this Agreement, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, less any amount for accrued but unpaid finance charges up to the date notification by the Seller, which Buyer may apply within one (1) year of termination date to purchase from Seller at then current prices property of equal or greater value than the property purchased hereunder. Buyer hereby agrees that if, within one year (1) from the date of cancellation, the funds from this account are not used or claimed for future use, then the Seller reserves the right to retain all credits that have been paid by Buyer hereunder. If Buyer has made principal payments exceeding twenty-five percent (25%) of the Cash Price stated on the front page of this Agreement, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such twenty-five percent (25%) of the Cash Price, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including commissions incurred in connection with this agreement.
10. **Entire Agreement.** This Agreement constitutes the final agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the transaction contemplated herein, and anything in addition to or contrary to the provisions of this Agreement which may have been communicated to Buyer by any of Seller's employees or representatives is, as acknowledged by Buyer's execution of this Agreement, of no consequence whatsoever. This Agreement may be amended only by a writing executed by Buyer and Seller.
11. **Notices.** Any notices to be delivered to the parties hereunder shall be delivered to the addressee set forth on the front page of this Agreement. Buyer agrees to notify Seller within ten days of any change of Buyer's address as set forth herein.

NOTICE

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 AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FOR ACCOUNT AND BILLING INFORMATION PLEASE CONTACT:
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

Archdiocese_Howard_0000880

Account Name 11111111111111111111 (RELATIONSHIP TO DECEASED)
 Address _____
 City _____ State _____ Zip _____
 HOME TELEPHONE _____ BUSINESS TELEPHONE _____
 Purchaser or Agent Name Roseanne Silva Daughter
 Address 13152 Summit Circle
 City Westminster State CA Zip 92683
 HOME TELEPHONE 714 898 6534 BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound DBL Upper/Lawn Crypt(s) 352 Room/Block T19 Day & Date Mon 6/5/17
 TO Lower/Crypt(s)/Grave(s) No. 352 Tier/Lot T19 Section J Of Funeral
 Entombment/Interment of Mildred Fratella
 Place of Death Westminster, CA Date of Death 5/27/17 Date of Birth 11/4/1926
 Funeral Director Dilday Mortuary - Huntington Beach Church _____ Committal Time 12:00

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
<u>1</u>	<u>Interment</u>	<u>INE</u>	<u>800.00</u>					<u>800.00</u>
<u>1</u>	<u>Vault - Basic</u>	<u>BAS</u>	<u>375.00</u>		<u>32.81</u>		<u>200.00</u>	<u>607.81</u>
<u>1</u>	<u>Contract Admin Fee</u>	<u>CAF2</u>	<u>50.00</u>					<u>50.00</u>

Instructions Inter w/ Joseph Fratella (Husband)
 TOTAL CASH PRICE
 Down Payment Received (# 001812) \$ 1,457.81
 Credit (Type: _____) _____
 Down Payment Balance (Due by: _____) _____
 TOTAL DOWN PAYMENT (a + b + c) 1457.81 (d)
 AMOUNT FINANCED (Cash Price minus d) _____ (3)
 FINANCE CHARGE _____ (2)
 TOTAL OF PAYMENTS _____ (4)

No interest will be charged for the first _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____ . Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____ %	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ _____	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ _____ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ _____ \$ _____
Number of Payments _____	Amount of Payments _____	When Payments are Due: Monthly Beginning On: _____		

Checks should be made payable to the order of San Fernando Mission Catholic Cemetery
 and sent to: Catholic Cemeteries Processing Center, P.O. Box 226820, Los Angeles, CA 90022-9998
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. Please write your account number on check.
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.
 You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this agreement, provided no interment or substantial services have been performed. Archdiocese of Los Angeles, 0000881

- who were united in life, permits the non-Catholic relatives to be interred or entombed in the Cemetery.
- (c) The planting of flowers, shrubs, trees or plants of any kind on any grave will not be permitted. The vases installed by the Cemetery's management are the only items permitted to be used.
 - (c) No memorial will be permitted on any grave or crypt until Buyer's account has been paid in full. No monuments extending above the surface of the ground shall be erected on a grave. Only flat memorial tablets of either bronze or granite will be permitted to mark the interments made in the Cemetery, and only one such memorial will be permitted on each grave. Prior to purchasing a memorial, Buyer should ascertain the rules pertaining to same. Seller will not be responsible for memorials purchased by Buyer which do not conform with the Cemetery's Rules and Regulations.
 - (d) Seller shall have no responsibility for loss or damage to memorials or flower containers. Seller shall not be liable for damage to or destruction of the Property, except to the extent that such damage or destruction is caused by Seller's willful misconduct or gross negligence.
2. **Rights Purchased Hereunder.** Buyer will have absolutely no rights in the Property, nor any rights of interment or entombment, until Buyer has paid in full its obligations pursuant to this Agreement. Once all such obligations have been paid, the Certificate of Ownership to the Property will be issued in the manner and to the persons indicated on the front of this Agreement, and such person(s) will thus become Holder(s) of the rights of interment or entombment.
- The Certificate of Ownership entitles Holder to inter or entomb the remains of one human being in each of the spaces which comprise the Property, provided Holder pays in advance such interment and related fees, and executes such related interment or entombment documents, as Seller may require. Seller, in its sole discretion and under such terms and conditions as Seller may determine, may permit interment or entombment, as the case may be, in the Property prior to full payment hereunder. The rates to be charged by Seller for interment and related services shall be the rates in effect at the Cemetery at the time of the funeral.
3. **Alienability.** The use of the Property is for the Holder as named in the Certificate of Ownership, or his/her relative as above stated, for interment or entombment purposes only, and not for resale or profit. By special permission of the Seller, a person not a member of the Holder's family may be interred or entombed in the Property, but in no case shall the Holder have any right to sell, exchange or any manner dispose of any right to interment or entombment except as provided herein.
4. **Exchange of Property.** Seller hereby agrees that if, within 30 days from the date hereof, Buyer shall find the Property unsatisfactory for any reason whatsoever, provided no interments or entombments have yet been made therein, the Buyer may exchange the Property within such 30 days for any other similar unsold property of equal or greater value anywhere in a cemetery maintained by Seller, with exchange credit to be given to Buyer for all amounts paid on principal (including cash down payments) prior to such exchange. Upon such exchange, Buyer and Seller shall enter into a new Agreement governing the purchase of said exchange property. The pre-developed discount, if any, given on, and the care and maintenance deposit paid with respect to, the Property purchased hereunder shall be adjusted as necessary.
5. **Seller's Reservation of Rights.**
- (a) The Seller expressly reserves the right at any time that it finds itself unable to fulfill this Agreement owing to invasion, insurrection, riot, war or any military or civil authority, order of court, or by any other unforeseen contingency, or because of mistake, misrepresentation or fraud in the procuring of this Agreement, to return to the Buyer all monies that may have been paid by Buyer hereunder, and this Agreement shall thereupon become null and void. In any such event, Seller shall not be liable to Buyer or his heirs, executors, administrators and assigns for any damages, whether direct, consequential or otherwise, incurred by such persons for Seller's inability to fulfill, or termination of, this Agreement.
 - (b) Seller reserves the right to carry on any business activity permitted by law to be carried on within the grounds of or adjacent to the Cemetery.
6. **Pre Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment, Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the predeveloped discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemeteries, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
7. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Buyer's heirs, successors, executors, administrators and assigns.
8. **Re-location.** Should the buyer relocate his principal residence more than seventy five (75) miles outside the Archdiocesan geographical boundaries, and wish to return graves or crypts and services, the Seller at its sole discretion, may elect to refund in the following manner all monies paid in excess of fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination. If the amount paid does not exceed fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, the amount paid shall be retained by Seller as administrative and carrying costs.
9. **Default.** In the event that the Buyer shall fail to pay any installment due hereunder, seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate this Agreement, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, less any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which Buyer may apply within one (1) year of termination date to purchase from Seller at then current prices property of equal or greater value than the property purchased hereunder. Buyer hereby agrees that if, within one year (1) from the date of cancellation, the funds from this account are not used or claimed for future use, then the Seller reserves the right to retain all credits that have been paid by Buyer hereunder. If Buyer has made principal payments exceeding twenty five percent (25%) of the Cash Price stated on the front page of this Agreement, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such twenty five percent (25%) of the Cash Price, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including commissions, incurred in connection with this agreement.
10. **Entire Agreement.** This Agreement constitutes the final agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the transaction contemplated herein, and anything in addition to or contrary to the provisions of this Agreement which may have been communicated to Buyer by any of Seller's employees or representatives is, as acknowledged by Buyer's execution of this Agreement of no consequence whatsoever. This Agreement may be amended only by a writing executed by Buyer and Seller.
11. **Notices.** Any notices to be delivered to the parties hereunder shall be delivered to the addresses set forth on the front page of this Agreement. Buyer agrees to notify Seller within ten days of any change of Buyer's address as set forth herein.

NOTICE

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FOR ACCOUNT AND BILLING INFORMATION PLEASE CONTACT:
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

Archdiocese_Howard_0000882

Address 1990 Bugleson Avenue (RELATIONSHIP TO DECEASED)
City Thousand Oaks State CA Zip 91360
HOME TELEPHONE 805) 497-6219 BUSINESS TELEPHONE 714) 898-6534

Purchaser or Agent Name _____
(RELATIONSHIP TO DECEASED)

Address _____
City _____ State _____ Zip _____
HOME TELEPHONE _____ BUSINESS TELEPHONE _____

hereinafter referred to as Buyer, witnesseth: that the Buyer agrees to purchase from the Seller and (subject to the rules of this Cemetery and to the provisions of Canon Law) of the exclusive right of interment/entombment in

Mound Lower Upper/Lawn Crypt(s) 352 Room/Block 19 Section J Day & Date Friday 1-20-06
TO Lower Lower/Crypt(s)/Grave(s) No. 352 Tier/Lot _____ Of Funeral _____

Entombment/Interment of Joseph Fratella
Place of Thousand Oaks Date of Death 1-13-06 Date of Birth 9-25-1923
Death _____

Funeral Director Mission Hills Mortuary Mty/Chapel Church Mortuary Chapel Time 11:00
Kathy

Qty.	Item Description	Item Code*	Item Price	Predeveloped Discount	Sales Tax	Item Code	Fees, Care & Maintenance	Total
1	grave		2530.00				450.00	3000.00
1	Basic vault		252.00		20.79		80.00	352.79
1	interment fee						575.00	575.00
1	flower vase		35.00		2.89			37.89

Instructions Grave 352
T 19
Section J
WALKING PROCESSION
IS NOT PERMITTED TO THE GRAVE/SITE/ALTAR/SIDE.

TOTAL CASH PRICE
Down Payment Received (\$2415.89)
Credit (Type: _____)
Down Payment Balance (Due by: _____)
TOTAL DOWN PAYMENT (a + b + c) 3965.68
AMOUNT FINANCED (Cash Price minus d) _____
FINANCE CHARGE _____
TOTAL OF PAYMENTS \$ 3965.68

No interest will be charged for the _____ months from the date of this Agreement, then it will bear interest at the rate of _____ % per annum for the balance of payments. Interest start date _____ . Receipt of down payment of \$ _____ by _____ cash _____ check is acknowledged and the unpaid balance plus the finance charge (total of payments) is payable as set forth below.

1. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. _____%	2. FINANCE CHARGE The dollar amount the credit will cost you. \$ _____	3. Amount Financed (Unpaid balance) The amount of credit provided to you or on your behalf. \$ _____	4. TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ _____ (2+3)	5. TOTAL SALE PRICE The total cost of your purchase on credit, including credit and your down payment of \$ _____ \$ _____
Number of Payments _____		Amount of Payments _____		When Payments are Due: Monthly Beginning On: _____

Checks should be made payable to the order of _____
and sent to: **Catholic Cemeteries Processing Center, P.O. Box 54179, Los Angeles, CA 90054-0179**
Prepayment: Early payments may be made without penalty. All prepayments will be applied first to accrued but unpaid interest, and then to the last principal payment due under this Agreement. **Please write your account number on check.**
Contract Provisions: See the provisions on the reverse of this Agreement.
Security: Seller shall retain title to and interest in the property until payment in full of all Buyer's obligations hereunder shall have been made. Upon full payment by Buyer of its obligations hereunder, Seller shall issue to Buyer a Certificate for Right of Interment/Entombment.

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time, without any prepayment penalties. (4) If you desire to pay off in advance the entire amount due, the amount which is outstanding will be furnished upon your request. The interest due will be that amount which shall have accrued on unpaid principal as of the date of payment.
You, Buyer, may cancel this transaction at any time prior to midnight of the fifth calendar day after the date of this transaction, provided no interment or substantial services or merchandise has been provided hereunder. To cancel, deliver the cancellation card provided with this Agreement, to the Seller at the address shown below.

- (a) Holders of the right of interment or entombment will be allowed to inter or entomb only members of their families in the graves or crypts. Although the Cemetery is intended for members of the Catholic Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the Cemetery.
- (b) The planting of flowers, shrubs, trees or plants of any kind on any grave will not be permitted. The vases installed by the Cemetery's management are the only items permitted to be used.
- (c) No memorial will be permitted on any grave or crypt until Buyer's account has been paid in full. No monuments extending above the surface of the ground shall be erected on a grave. Only flat memorial tablets of either bronze or granite will be permitted to mark the interments made in the Cemetery, and only one such memorial will be permitted on each grave. Prior to purchasing a memorial, Buyer should ascertain the rules pertaining to same. Seller will not be responsible for memorials purchased by Buyer which do not conform with the Cemetery's Rules and Regulations.
- (d) Seller shall have no responsibility for loss or damage to memorials or flower containers. Seller shall not be liable for damage to or destruction of the Property, except to the extent that such damage or destruction is caused by Seller's willful misconduct or gross negligence.
2. **Rights Purchased Hereunder.** Buyer will have absolutely no rights in the Property, nor any rights of interment or entombment, until Buyer has paid in full its obligations pursuant to this Agreement. Once all such obligations have been paid, the Certificate of Ownership to the Property will be issued in the manner and to the persons indicated on the front of this Agreement, and such person(s) will thus become Holder(s) of the rights of interment or entombment.
- The Certificate of Ownership entitles Holder to inter or entomb the remains of one human being in each of the spaces which comprise the Property, provided Holder pays in advance such interment and related fees, and executes such related interment or entombment documents, as Seller may require. Seller, in its sole discretion and under such terms and conditions as Seller may determine, may permit interment or entombment, as the case may be, in the Property prior to full payment hereunder. The rates to be charged by Seller for interment and related services shall be the rates in effect at the Cemetery at the time of the funeral.
3. **Alienability.** The use of the Property is for the Holder as named in the Certificate of Ownership, or his/her relative as above stated, for interment or entombment purposes only, and not for resale or profit. By special permission of the Seller, a person not a member of the Holder's family may be interred or entombed in the Property, but in no case shall the Holder have any right to sell, exchange or in any manner dispose of any right to interment or entombment except as provided herein.
4. **Exchange of Property.** Seller hereby agrees that if, within 30 days from the date hereof, Buyer shall find the Property unsatisfactory for any reason whatsoever, provided no interments or entombments have yet been made therein, the Buyer may exchange the Property within such 30 days for any other similar unsold property of equal or greater value anywhere in a cemetery maintained by Seller, with exchange credit to be given to Buyer for all amounts paid on principal (including cash down payments) prior to such exchange. Upon such exchange, Buyer and Seller shall enter into a new Agreement governing the purchase of said exchange property. The pre-developed discount, if any, given on, and the care and maintenance deposit paid with respect to, the Property purchased hereunder shall be adjusted as necessary.
5. **Seller's Reservation of Rights.**
- (a) The Seller expressly reserves the right at any time that it finds itself unable to fulfill this Agreement owing to invasion, insurrection, riot, war or any military or civil authority, order of court, or by any other unforeseen contingency, or because of mistake, misrepresentation or fraud in the procuring of this Agreement, to return to the Buyer all monies that may have been paid by Buyer hereunder, and this Agreement shall thereupon become null and void. In any such event, Seller shall not be liable to Buyer or its heirs, executors, administrators and assigns for any damages, whether direct, consequential or otherwise, incurred by such persons for Seller's inability to fulfill, or termination of, this Agreement.
- (b) Seller reserves the right to carry on any business activity permitted by law to be carried on within the grounds of or adjacent to the Cemetery.
6. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment, Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemeteries, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
7. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Buyer's heirs, successors, executors, administrators and assigns.
8. **Relocation.** Should the buyer relocate his principal residence more than seventy-five (75) miles outside the Archdiocesan geographical boundaries, and wish to return graves or crypts and services, the Seller at its sole discretion, may elect to refund in the following manner all monies paid in excess of fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination. If the amount paid does not exceed fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, the amount paid shall be retained by Seller as administrative and carrying costs.
9. **Default.** In the event that the Buyer shall fail to pay any installment due hereunder, seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate this Agreement, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, less any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which Buyer may apply within one year of termination date to purchase from Seller at then current prices property of equal or greater value than the property purchased hereunder. If Buyer has made principal payments exceeding twenty-five percent (25%) of the Cash Price stated on the front page of this Agreement, the funds from this account are not used or claimed for future use, then the Seller reserves the right to retain all credits that have been paid by Buyer hereunder. If Buyer has made principal payments exceeding twenty-five percent (25%) of the Cash Price stated on the front page of this Agreement, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such twenty-five percent (25%) of the Cash Price, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including commissions, incurred in connection with this agreement.
10. **Entire Agreement.** This Agreement constitutes the final agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the transaction contemplated herein, and anything in addition to or contrary to the provisions of this Agreement which may have been communicated to Buyer by any of Seller's employees or representatives is, as acknowledged by Buyer's execution of this Agreement, of no consequence whatsoever. This Agreement may be amended only by a writing executed by Buyer and Seller.
11. **Notices.** Any notices to be delivered to the parties hereunder shall be delivered to the addresses set forth on the front page of this Agreement. Buyer agrees to notify Seller within ten days of any change of Buyer's address as set forth herein.

NOTICE

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FOR ACCOUNT AND BILLING INFORMATION PLEASE CONTACT:
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

Archdiocese_Howard_0000884

_____ to the Editor at the address shown below.

Cemetery is intended for interment of the Catholic faithful, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the non-Catholic relatives to be interred or entombed in the Cemetery.

- (b) The planting of flowers, shrubs, trees or plants of any kind on any grave will not be permitted. The vases installed by the Cemetery's management are the only items permitted to be used.
- (c) No memorial will be permitted on any grave or crypt until Buyer's account has been paid in full. No monuments extending above the surface of the ground shall be erected on a grave. Only flat memorial tablets of either bronze or granite will be permitted to mark the interments made in the Cemetery, and only one such memorial will be permitted on each grave. Prior to purchasing a memorial, Buyer should ascertain the rules pertaining to same. Seller will not be responsible for memorials purchased by Buyer which do not conform with the Cemetery's Rules and Regulations.
- (d) Seller shall have no responsibility for loss or damage to memorials or flower containers. Seller shall not be liable for damage to or destruction of the Property, except to the extent that such damage or destruction is caused by Seller's willful misconduct or gross negligence.
2. **Rights Purchased Hereunder** Buyer will have absolutely no rights in the Property, nor any rights of interment or entombment, until Buyer has paid in full its obligations pursuant to this Agreement. Once all such obligations have been paid, the Certificate of Ownership to the Property will be issued in the manner and to the persons indicated on the front of this Agreement, and such person(s) will thus become Holder(s) of the rights of interment or entombment.
The Certificate of Ownership entitles Holder to inter or entomb the remains of one human being in each of the spaces which comprise the Property, provided Holder pays in advance such interment and related fees, and executes such related interment or entombment documents, as Seller may require. Seller, in its sole discretion and under such terms and conditions as Seller may determine, may permit interment or entombment, as the case may be, in the Property prior to full payment hereunder. The rates to be charged by Seller for interment and related services shall be the rates in effect at the Cemetery at the time of the funeral.
3. **Alienability.** The use of the Property is for the Holder as named in the Certificate of Ownership, or his/her relative as above stated, for interment or entombment purposes only, and not for resale or profit. By special permission of the Seller, a person not a member of the Holder's family may be interred or entombed in the Property, but in no case shall the Holder have any right to sell, exchange or any manner dispose of any right to interment or entombment except as provided herein.
4. **Exchange of Property.** Seller hereby agrees that if, within 30 days from the date hereof, Buyer shall find the Property unsatisfactory for any reason whatsoever, provided no interments or entombments have yet been made therein, the Buyer may exchange the Property within such 30 days for any other similar unsold property of equal or greater value anywhere in a cemetery maintained by Seller, with exchange credit to be given to Buyer for all amounts paid on principal (including cash down payments) prior to such exchange. Upon such exchange, Buyer and Seller shall enter into a new Agreement governing the purchase of said exchange property. The pre-developed discount, if any, given on, and the care and maintenance deposit paid with respect to, the Property purchased hereunder shall be adjusted as necessary.
5. **Seller's Reservation of Rights.**
 - (a) The Seller expressly reserves the right at any time that it finds itself unable to fulfill this Agreement owing to invasion, insurrection, riot, war or any military or civil authority, order of court, or by any other unforeseen contingency, or because of mistake, misrepresentation or fraud in the procuring of this Agreement, to return to the Buyer all monies that may have been paid by Buyer hereunder, and this Agreement shall thereupon become null and void. In any such event, Seller shall not be liable to Buyer or its heirs, executors, administrators and assigns for any damages, whether direct, consequential or otherwise, incurred by such persons for Seller's inability to fulfill, or termination of, this Agreement.
 - (b) Seller reserves the right to carry on any business activity permitted by law to be carried on within the grounds of or adjacent to the Cemetery.
6. **Pre-Developed Property.** "Pre-developed property" is defined as a section of the Cemetery or a structure or other improvement which is, in whole or in part, incomplete as of the date hereof. If the Property purchased by Buyer is pre-developed property, and Buyer shall elect to exercise its rights to interment or entombment in the Property prior to the time the relevant section or structure is, in Seller's sole discretion, sufficiently complete to allow such interment or entombment, Seller may, in its sole discretion, either (a) provide Buyer with a credit for all principal payments made by Buyer hereunder, plus an amount equal to the pre-developed discount, if any, stated on the front side hereof, to be applied towards Buyer's purchase at the then current price of any other property located in Seller's cemetery, or (b) hold the casket or urn in a receiving vault at no additional cost until the Property is completed.
7. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Buyer's heirs, successors, executors, administrators and assigns.
8. **Re-location.** Should the buyer relocate his principal residence more than seventy-five (75) miles outside the Archdiocesan geographical boundaries, and wish to return graves or crypts and services, the Seller at its sole discretion, may elect to refund in the following manner all monies paid in excess of fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination. If the amount paid does not exceed fifteen percent (15%) of the CONTRACT CASH PRICE, plus any obligations for accrued but unpaid finance charges to the date of such termination, the amount paid shall be retained by Seller as administrative and carrying costs.
9. **Default.** In the event that the Buyer shall fail to pay any installment due hereunder, seller may, in its sole discretion, elect to terminate this Agreement, which termination shall release Seller from any obligations at law and in equity to convey or cause to be conveyed the Property or any part thereof to Buyer. If Seller elects to terminate this Agreement, Seller shall provide Buyer with a credit in the amount of all prior principal payments made by Buyer, less any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which Buyer may apply within one (1) year of termination date to purchase from Seller at then current prices property of equal or greater value than the property purchased hereunder. Buyer hereby agrees that, within one year (1) from the date of cancellation, the funds from this account are not used or claimed for future use, then the Seller reserves the right to retain all credits that have been paid by Buyer hereunder. If Buyer has made principal payments exceeding twenty-five percent (25%) of the Cash Price stated on the front page of this Agreement, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, Buyer may instead require Seller to return to Buyer all such principal payments paid in excess of such twenty-five percent (25%) of the Cash Price, plus any amount for accrued but unpaid finance charges up to the date of notification by the Seller, which sum Buyer hereby acknowledges and agrees shall constitute a reasonable amount of liquidated damages covering Seller's costs, including commissions, incurred in connection with this agreement.
10. **Entire Agreement.** This Agreement constitutes the final agreement of the parties concerning the matters herein, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the transaction contemplated herein, and anything in addition to or contrary to the provisions of this Agreement which may have been communicated to Buyer by any of Seller's employees or representatives is, as acknowledged by Buyer's execution of this Agreement, of no consequence whatsoever. This Agreement may be amended only by a writing executed by Buyer and Seller.
11. **Notices.** Any notices to be delivered to the parties hereunder shall be delivered to the addresses set forth on the front page of this Agreement. Buyer agrees to notify Seller within ten days of any change of Buyer's address as set forth herein.

NOTICE

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 AMOUNTS PAID BY THE DEBTOR HEREUNDER.

FOR ACCOUNT AND BILLING INFORMATION PLEASE CONTACT:
CATHOLIC CEMETERIES
ARCHDIOCESE OF LOS ANGELES

Archdiocese_Howard_0000886

PROOF OF SERVICE

State of California)
County of Orange)

I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2 Venture, Suite 220, Irvine, CA 92618.


On February 22, 2019, I served the Second Amended Complaint on the interested parties in this action via Electronic Mail to the addresses listed below and via File&Serve Express:

<u>Co-Counsel for Plaintiffs</u> LAKESHORE LAW CENTER Jeffrey Wilens, Esq. (State Bar No. 120371) 18340 Yorba Linda Blvd., Suite 107-610 Yorba Linda, CA 92886 Telephone No: (714) 854-7205 Facsimile No: (714) 854-7206 Email: jeff@lakeshorelaw.org	<u>Counsel for Defendants</u> CLYDE & Co. US LLP Alison K. Beanum 633 West 5 th St., 26 th Floor Los Angeles, CA 90071 Tel. 562-317-3343 Fax: 415-365-9801 alison.beanum@sedgwicklaw.com rynecia.wilson@sedgwicklaw.com
<u>Co-Counsel for Plaintiffs</u> Scott E. Schutzman, Esq. SBN 140962 LAW OFFICES OF SCOTT E. SCHUTZMAN 2124 Main Street, Suite 130 Huntington Beach, California 92648 Tel: (714) 374-0099 Fax: (714) 374-0104 schutzy@msn.com	

☒ BY ELECTRONIC MAIL: To the email addresses listed above

☐ BY U.S. MAIL:

Executed on February 22, 2019 at Irvine, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: 
Jeffrey Spencer