

Testimony of
Louis and Kathleen Ciampi

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

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

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

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

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

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

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

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

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

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

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

Thank you for listening to our story.

Sincerely,

Louis & Kathleen Ciampi
Louis and Kathleen Ciampi

Clifton Heights, PA

Retail Installment Contract and Security Agreement

Stonemor Pennsylvania Subsidiary LLC
(Seller)

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

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

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

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

Contract # **350-3728**

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

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

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

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

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

<p>1st Choice Garden Section Lot Space(s) SL PAUL RING 9 LOT 6</p> <p>2nd Choice NEW</p>	<p>1st Choice Building Section No.(s) Level 215</p> <p>2nd Choice</p>
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2. MERCHANDISE

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

Cemetery's Name

A. VAULT(S) #1 Description **1998**

#2 Description **1998**

B. URN(S) #1 Description **1998**

#2 Description **1998**

C. MEMORIAL INFORMATION:

Memorial Design:

Vase: Y/N

Bronze-Size X

Granite Size X

Location (Section, etc.) **4 6**

D. MONUMENT INFORMATION:

Type **Granite**

Color **DARK BLUE**

Size: x x P

Die: **4-0** x **0-8** x **3-4** T

Base: **5-0** x **1-2** x **08** P ✓

E. GASKET(S):

1. Model **Harley**

Type **BRONZE**

Gauge: **30**

2. Model **Harley**

Type **SILVER**

Gauge: **30**

3. ITEMIZATION OF CHARGES

(A) Burial Rights (as described in Part 1 above)	\$ 4500.-
(B) Perpetual Care	\$
(C) Less Certificate Discount	\$ 500.-
(D) Second Right of Interment	\$
(E) Vault(s) 1998	2 \$ 1998
(F) Urn(s)	\$
(G) Mausoleum Ceiling/Crypt Plate	\$
(H) Memorial Monument	\$
(I) Granite Base(s) 3x15 (300)	3 \$ 5015
(J) Installation Charge 4x15 (300)	3 \$ 993.-
(K) Caskets 4/398 (1000)	4 \$ 3398
(L) Initial Fee for Interment 1164	4 \$ 5120
(M) Final Interment/Entombment/Inurnment Fee	\$ 1280
(N) Permanent Records & Processing Fee	\$ 315.00
(O) Other	\$
(P) Sales Tax	\$
4. TOTAL CASH PRICE (A THRU P)	\$22119.-

ITEMIZATION OF THE AMOUNT FINANCED

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

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

<p>ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small></p> <p style="font-size: 2em; text-align: center;">N/A</p>	<p>FINANCE CHARGE <small>The dollar amount of the credit will cost you.</small></p> <p style="font-size: 2em; text-align: center;">N/A</p>	<p>AMOUNT FINANCED <small>The amount of credit provided to you or on your behalf.</small></p> <p style="font-size: 2em; text-align: center;">\$ 21009</p>	<p>TOTAL OF PAYMENTS <small>The amount you will have paid after you have made all payments as scheduled.</small></p> <p style="font-size: 2em; text-align: center;">\$ 21009</p>	<p>TOTAL SALE PRICE <small>The total cost of purchase on credit, including down payment of \$</small></p> <p style="font-size: 2em; text-align: center;">\$ 22119</p>
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YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments 35	Amount of Payments \$ 584.00 \$ 569.-	First Payment Due Date 11-13-15	Thereafter, Payments Are Due <input type="checkbox"/> Monthly on the 13
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SECURITY: You are giving a security interest in the goods or property being purchased and any funds paid under this Agreement held in a Merchandise and Services Trust Fund.
PREPAYMENT: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the Finance Charge.
NOTICE: See the remainder of this Agreement (including General Provisions on the reverse side hereof) for additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and security interests.

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

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

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

C. MEMORIAL INFORMATION:

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

(K) Caskets ~~2398~~ ~~(1000)~~ \$ 3398
 (L) Initial Fee for Interment ~~1164~~ 4 \$ 5120
 (M) Final Interment/Entombment/Inurement Fee \$ 1280
 (N) Permanent Records & Processing Fee \$ 315.00
 (O) Other \$
 (P) Sales Tax \$

D. MONUMENT INFORMATION:

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

4. TOTAL CASH PRICE (A THRU P)

22119.-

ITEMIZATION OF THE AMOUNT FINANCED

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

E. CASKETS:

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

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

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

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments: 35 Amount of Payments: \$ 584.85 First Payment Due Date: 11-13-15 Thereafter, Payments Are Due: Monthly on the 13

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

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

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

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

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

NOTICE TO ASSIGNEES OF SELLER

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

NOTICE TO THE PURCHASER

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

PURCHASER'S RIGHT TO CANCEL

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

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

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

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

Seller: _____
 Purchaser: Louis Ciampi Date 9-29-15
 Signature: _____ Date of Birth: 2-27-37
 Purchaser: Katherine Ciampi Date 9-29-15
 Signature: _____ Date of Birth: 2-39
 Address: 5169 Westley Dr
Clifton Heights PA 19018

This Agreement is not valid until recorded and approved by an Authorized representative of the Cemetery.

Burial Rights Certificate to be in Name(s) other than Purchaser(s), then provide Name(s) here.

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

Stonemor Pennsylvania Subsidiary LLC (Seller)
 1600 S. Sprout Road, Springfield, PA 19064, MD-544-4935
 Holy Cross Cemetery, 626 Baily Road, PO Box 175, Yeadon, PA 19080, 610-626-2206
 Cathedral Cemetery, 1082 N. 48th St, Phila, PA 19151, 215-477-8918
 New Cathedral Cemetery, 3951 N. Front St, PO Box 46892, Phila, PA 19140, 215-634-3212

Contract #

LOUIS & KATHALEEN CIAMPI

THIS AGREEMENT, made by and between Seller and

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

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

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

Maximum outer dimensions are: length 26", width 26", height 66"

	1st Choice	2nd Choice		1st Choice	2nd Choice
Garden Section	Gr 1901		Building Section		
Lot	9		No(s)		
Space(s)	6		Level		

2. MERCHANDISE

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

Cemetery's Name:

A. VAULT(S): #1 Description: **HERITAGE**
 #2 Description: **HERITAGE**

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

C. MEMORIAL INFORMATION:

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

D. MONUMENT INFORMATION:

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

E. CASKETS(S):

1. Model: **Hardley** Type: **Brass** Gauge: **20**
 2. Model: **Hardley** Type: **Iron** Gauge: **20**

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

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

YOUR PAYMENT SCHEDULE WILL BE:

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

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

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

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

Seller reserves the right to refuse to accept this Agreement unless the (1) above listed data has been furnished by the purchaser in a true and correct manner.

3. ITEMIZATION OF CHARGES

(A) Burial Rights (as described in para. 1 above)	\$ 4500
(B) Perpetual Care	\$
(C) Less Certificate Discount	\$ 500
(D) Second Right of Interment	\$
(E) Vault(s) 2	\$ 1998
(F) Urn(s)	\$
(G) Mausoleum Lettering/Crypt Plain	\$
(H) Memorial Monument	\$
(I) Granite Base(s) 5315-2300	\$ 5015
(J) Installation Charge V-820 MTTB	\$ 993
(K) Caskets 4398-1000	\$ 3398
(L) Initial Fee for Interment 2-96 3000	\$ 2560
(M) Final Interment/Entombment/Intrument Fee	\$ 640
(N) Permanent Records & Processing Fee	\$ 315.00
(O) Other	\$
(P) Sales Tax	\$

4. TOTAL CASH PURCHASE PRICE (A THRU P) **18919**

ITEMIZATION OF THE AMOUNT FINANCED

(1) Total Cash Price	\$ 18919
(2) A. Down Payment <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	\$
B. Trade In	\$
Old Agreement No. 35-0-3230	\$
C. Total Down Payment (2A + 2B)	\$ 1110
(3) Unpaid Balance of Cash Price (1 - 2C)	\$ 17809
(4) Finance Charge	\$
(5) Total Unpaid Balance (3 + 4)	\$ 17809

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

DATE 12/29/15
ACCOUNT# 313 3503396

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

Dear Customer,

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

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

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

Sincerely,

R. Stewart
Credit Manager