

# **EXHIBIT A**

# Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet  
DELAWARE

County

For Prothonotary Use Only:

Docket No:

2015-9741

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

**Commencement of Action:**

- Complaint       Writ of Summons       Petition  
 Transfer from Another Jurisdiction       Declaration of Taking

Lead Plaintiff's Name:  
Commonwealth of PA - Office of Attorney General

Lead Defendant's Name:  
Lifestone By Stefan, LLC, et al.

Are money damages requested?  Yes     No

Dollar Amount Requested:     within arbitration limits  
(check one)                       outside arbitration limits

Is this a *Class Action Suit*?     Yes     No

Is this an *MDJ Appeal*?     Yes     No

Name of Plaintiff/Appellant's Attorney: Thomas J. Blessington, Senior Deputy Attorney General

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

**Nature of the Case:** Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT** (do not include Mass Tort)

- Intentional  
 Malicious Prosecution  
 Motor Vehicle  
 Nuisance  
 Premises Liability  
 Product Liability (does not include mass tort)  
 Slander/Libel/ Defamation  
 Other:  
\_\_\_\_\_

**CONTRACT** (do not include Judgments)

- Buyer Plaintiff  
 Debt Collection: Credit Card  
 Debt Collection: Other  
\_\_\_\_\_  
 Employment Dispute: Discrimination  
 Employment Dispute: Other  
\_\_\_\_\_  
 Other:  
\_\_\_\_\_

**CIVIL APPEALS**

- Administrative Agencies  
 Board of Assessment  
 Board of Elections  
 Dept. of Transportation  
 Statutory Appeal: Other  
\_\_\_\_\_  
 Zoning Board  
 Other:  
\_\_\_\_\_

**MASS TORT**

- Asbestos  
 Tobacco  
 Toxic Tort - DES  
 Toxic Tort - Implant  
 Toxic Waste  
 Other:  
\_\_\_\_\_

**REAL PROPERTY**

- Ejectment  
 Eminent Domain/Condemnation  
 Ground Rent  
 Landlord/Tenant Dispute  
 Mortgage Foreclosure: Residential  
 Mortgage Foreclosure: Commercial  
 Partition  
 Quiet Title  
 Other:  
\_\_\_\_\_

**MISCELLANEOUS**

- Common Law/Statutory Arbitration  
 Declaratory Judgment  
 Mandamus  
 Non-Domestic Relations Restraining Order  
 Quo Warranto  
 Replevin  
 Other:  
Complaint in Equity pursuant to Consumer Protection Law

**PROFESSIONAL LIABILITY**

- Dental  
 Legal  
 Medical  
 Other Professional:  
\_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION

<hr/> <b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>Acting by the Pennsylvania Office of</b>	:	
<b>Attorney General</b>	:	_____ Term, 2015
	:	No. _____
<b>Plaintiff</b>	:	
<b>v.</b>	:	
	:	
<b>LIFESTONE BY STEFAN, LLC</b>	:	<b>CIVIL ACTION –</b>
<b>EQUITY</b>	:	
<b>and doing business as Stefan Memorials</b>	:	
<b>8501 North Lansdowne Avenue</b>	:	
<b>Upper Darby, Pennsylvania 19082</b>	:	
	:	
<b>and</b>	:	
	:	
<b>STEFAN MEMORIALS, INC.</b>	:	
<b>8501 North Lansdowne Avenue</b>	:	
<b>Upper Darby, Pennsylvania 19082</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, SR., individually,</b>	:	
<b>and as an Officer of Lifestone by Stefan, LLC</b>	:	
<b>and as President of Stefan Memorials, Inc.</b>	:	
<b>and doing business as Stefan Memorials</b>	:	
<b>8501 North Lansdowne Avenue</b>	:	
<b>Upper Darby, Pennsylvania 19082</b>	:	
	:	
<b>Defendants</b>	:	
<hr/>	:	

**NOTICE TO DEFEND**

**You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Lawyers' Referral Service  
Front and Lemon Streets  
Media, PA 19063  
(610) 566-6625  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de esta demanda expuesta en las siguientes páginas, usted tiene veinte (20) días a partir de la fecha en que la demanda y la notificación fueron servidas para tomar acción mediante la introducción de su apariencia, personalmente o a través de un abogado, y entregarle a la corte, en forma escrita, sus defensas o sus objeciones a los reclamos expuestos en contra de su persona. Sea avisado que si usted no se defiende o toma ninguna acción, puede que el caso o demanda en contra suya continúe, y puede que una decisión o resolución sea declarada en su contra sin previo aviso o notificación, por cualquier dinero reclamado en la demanda, o por cualquier otro reclamo o compensación solicitada por el/la demandante. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED DEBE TOMAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA LISTADA A CONTINUACION ABAJO. ESTA OFICINA LE PUEDE PROPORCIONAR CON INFORMACION ACERCA DE COMO EMPLEAR A UN ABOGADO.**

**SI USTED NO TIENE DINERO PARA CONTRATAR O PAGAR UN ABOGADO, ESTA OFICINA PUEDE PROVEERLE INFORMACION ACERCA DE AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES A UN HONORARIO O COSTO REDUCIDO, O GRATIS.**

Servicio de Referencia e Información Legal  
Front and Lemon Streets  
Media, PA 19063

(610) 566-6625

PA Bar Association: [www.pabar.org](http://www.pabar.org)

Thomas J. Blessington  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Office of Attorney General  
Bureau of Consumer Protection  
21 South 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Philadelphia, Pennsylvania 19107  
215-560-2414  
*Attorney for Plaintiff*



**and as President of Stefan Memorials, Inc.** :  
**and doing business as Stefan Memorials** :  
**8501 North Lansdowne Avenue** :  
**Upper Darby, Pennsylvania 19082** :  
  
**Defendants** :  


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**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, by the Pennsylvania Office of Attorney General, through the Bureau of Consumer Protection, which brings this action on behalf of the Commonwealth of Pennsylvania pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (herein referred to as the “Consumer Protection Law”), to obtain injunctive relief, civil penalties, restitution and other equitable relief as authorized by law against Defendant Lifestone by Stefan, LLC and doing business as Stefan Memorials, and Defendant Stefan Memorials, Inc. and doing business as Stefan Memorials, and Defendant Gregory J. Stefan, Sr., individually, and as an Officer of Lifestone by Stefan, LLC, and as President of Stefan Memorials, Inc. and doing business as Stefan Memorials.

The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful therein. The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all violations of said Law, and other equitable relief as authorized by law.

The Commonwealth believes and therefore avers that Defendants willfully use, have willfully used and/or are about to willfully use, methods, acts, or practices complained of herein. The Commonwealth believes and therefore avers that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined. The Commonwealth believes and therefore avers that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts and practices complained of herein. In support of this action, the Commonwealth respectfully represents the following:

**JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

**VENUE**

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006 (c)(1).

**THE PARTIES**

3. Plaintiff is the Commonwealth of Pennsylvania, by the Pennsylvania Office of Attorney General, through the Bureau of Consumer Protection (herein referred to as the “Commonwealth” and/or “Plaintiff”), with offices located at 21 South 12<sup>th</sup> Street, Second Floor, Philadelphia, Pennsylvania 19107.

4. Defendant Lifestone by Stefan, LLC (herein referred to as “Lifestone” and/or “Defendant” and/or collectively as one of the “Defendants”) is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (herein referred to as “Corporations Bureau”), with a registered office address of 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania



19082 and which currently operates from 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Upon information and belief, Defendant Lifestone also does business as Stefan Memorials.

5. Defendant Stefan Memorials, Inc. (herein referred to as "Stefan Memorials, Inc." and/or "Defendant" and/or collectively as one of the "Defendants") is a Pennsylvania business corporation registered with the Corporations Bureau, with a registered office address of 66 Spring Avenue, Broomall, Pennsylvania 19008 and with one of its mailing addresses listed as Gregory J. Stefan, Sr., President, 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Defendant Stefan Memorials, Inc. does business as Stefan Memorials.

6. Defendant Gregory J. Stefan, Sr. (herein referred to as "Stefan" and/or "Defendant" and/or collectively as one of the "Defendants") is an adult individual, and upon information and belief, is a member of Defendant Lifestone by Stefan, LLC, and is the President of Stefan Memorials, Inc., and operates such businesses at 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Upon information and belief, Defendant Stefan also does business as Stefan Memorials.

#### **FACTS**

7. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania through advertising and conducting a business which included the sale of cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering.

8. Defendant Stefan exercised control over and participated in the day-to-day operations of Defendants, Lifestone and Stefan Memorials, Inc.

9. During all time periods relevant and material hereto, Defendant Stefan supervised, controlled, approved, authorized, ratified, benefited from and/or otherwise participated in the acts and practices described below herein which constituted violations of the Consumer Protection Law.

10. As set forth below, Defendants have engaged in a widespread deceptive business practice in failing to meet their promises to timely deliver cemetery markers and memorials to consumers who are in an especially vulnerable position as they are grieving the loss of a loved one.

11. During all time periods relevant and material hereto, Defendants solicited consumers by various methods, including, advertisements, a website, and by mailing to the families of decedents a solicitation for "Lettering & Cleaning In All Cemeteries" (herein referred to as the "Solicitation Form"). Such Solicitation Form is attached hereto and incorporated herein as Exhibit "A".

12. Upon information and belief, Defendants mailed the Solicitation Form to consumers who were identified by the Defendants as potential leads through obituaries. In many instances, Defendants sent the Solicitation Form to consumers with recently deceased relatives despite that fact that the consumer had not contacted the Defendants and did not request an "estimate" or any other information from Defendants.

13. The Solicitation Form is a fill in the blank form on which Defendants would handwrite some or all of the following: (a) the consumer's name and address, (b) the name of the funeral home, (c) the name of the cemetery, (d) the family name on memorial, and (e) the name, year born and year died to be inscribed on the memorial.

14. The Solicitation Form also states that the consumer should allow 10 to 12 weeks for completion, and would include the cost as well as check boxes for “MY CHECK ENCLOSED” and “PLEASE CHARGE TO: MASTER CARD, AMER. EXPRESS, VISA, DISCOVER”, requesting the consumer’s account number and expiration date.

15. Upon information and belief, given the deceptive nature of the Solicitation Form, certain consumers believed that the Solicitation Form which they received in the mail was an invoice or bill, and did not realize that it was an unsolicited price estimate which they had no obligation to pay.

16. Defendants used a contract form for lettering, engraving or memorials which stated:

“Please enter my/our order for a memorial with lettering as specified herein, subject to the rules and regulations of said cemetery and in accordance with the above described specifications and inscriptions. I/we understand the title of the memorial shall remain with Stefan Memorials until paid in full.”

Such form stated two (2) options for delivery (a) Standard 24-28 weeks (weather contingent), and (b) Custom 32-40 weeks (weather contingent). The form also stated

“There is no agreement regarding this order other than contained herein and Stefan Memorials intend to be legally bound by this agreement. This order is subject to all delays caused by weather and any condition beyond the control of Stefan Memorials.”

A redacted copy of this contract form is attached hereto and incorporated herein as Exhibit “B”.

17. Defendants also used another contract form for lettering, engraving or memorials which also stated:

“There is no agreement regarding this order other than contained herein and Stefan Memorials intend to be legally bound by this agreement. This order is subject to all delays caused by weather and any condition beyond the control of Stefan Memorials.”

A redacted copy of this contract form is attached hereto and incorporated herein as Exhibit "C".

18. In some circumstances, Defendants or their representatives implied or expressed to certain consumers that Defendants were affiliated, connected or associated with the cemetery in which the consumer's relative was buried when Defendants were not so affiliated, connected or associated.

19. The Defendants required a down payment or deposit upon contracting with consumers for cemetery markers or monuments. Payment was also requested by Defendants for lettering, engraving or cleaning when the Solicitation Form is returned to the Defendant.

20. The Defendants in most instances told consumers that lettering, inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame, for example, as noted herein above. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, or completely failed to provide the cemetery services or products ordered.

21. In certain instances, when consumers inquired about the delay, the Defendants provided misleading, confusing or false information, explanations and excuses.

22. Despite the fact that Defendants failed to perform the work contracted for with consumers in a timely manner as promised or provide the lettering, inscriptions, markers or monuments as promised, the Defendants, in certain instances, were either slow to provide a refund, or only provided a refund after numerous requests or complaints from various consumer protection agencies, including the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (herein referred to as the "Bureau").

23. In certain instances, Defendants failed to comply with or follow through on

representations made to consumers regarding completion or delivery dates and refunds with regards to the goods and services contracted to be performed or delivered.

24. In some instances, Defendants provided memorials or lettering which were of a lesser quality than represented, or were defective, or were not properly installed.

25. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

26. The unlawful acts and practices complained of herein are and were carried out pursuant to Defendant, Stefan's direction and control, and Defendant Stefan directly participated in such unlawful acts and practices.

27. The Bureau has received numerous consumer complaints against Defendants' business practices. Examples of such complaints include, but are not limited to the following:

(a). Consumers from Malvern Pennsylvania met with Defendants on November 29, 2012 at which point they selected a headstone and agreed to a purchase price of Eight Thousand and 00/100 Dollars (\$8,000.00). At the instruction of Defendant Gregory Stefan, Sr., on December 7, 2012 consumers mailed a check made payable to Larry Stefan, Sr. As of August, 2015, almost three (3) years later, the headstone had still not been installed by Defendants.

(b). A consumer from Marlton, NJ purchased a headstone inscription service from Defendants on July 11, 2012 and paid Defendants Three Hundred Eighty-Nine and 00/100 Dollars (\$389.00). Defendants failed to perform the service for over a year. Defendants finally performed the service but in a shoddy manner. The consumer indicated that the day before her father's funeral, she received what she believed was a bill for Three Hundred Eighty-Nine and 00/100 Dollars (\$389.00) from Defendants, not realizing that it was not from the company with

which she had previously dealt.

(c). A consumer from Avondale, Pennsylvania purchased a forty-eight (48) inch headstone from Defendants for Eight Thousand and 00/100 Dollars (\$8,000.00) in April, 2012. When delivered, the headstone was too large to fit at the burial site. The new headstone provided by Defendants was not large enough to fit the design for which that the consumer originally paid. Defendants promised to resize the headstone at a reduced price of Six Thousand and 00/100 Dollars (\$6,000.00). After more than a year, the headstone was placed, but was incorrect. The error on the headstone was corrected by Defendants and the consumers were given the refund of the Two Thousand and 00/100 Dollars (\$2,000.00) difference approximately two months later.

(d). A consumer from Philadelphia, Pennsylvania purchased a headstone and ledger from Defendants on January 22, 2013 and paid Defendants Eight Thousand Five Hundred Thirty and 00/100 Dollars (\$8,530.00). Defendants assured the consumer that it would be shipped to Ashburn, Georgia by August, 2013. As of May, 2014, the headstone had not been delivered. The consumer believed she was overcharged and requested a refund. The headstone was eventually delivered and consumer received a refund of Six Thousand and 00/100 Dollars (\$6,000.00).

(e). A consumer from Mount Laurel, New Jersey purchased a headstone from Defendants on November 10, 2010 and paid Defendants Three Thousand Two Hundred Eighty-Six and 00/100 Dollars (\$3,286.00). Defendants did not deliver the headstone until more than a year later.

(f). A consumer from Sellersville, Pennsylvania purchased a bronze memorial plaque from Defendants on October 21, 2010 and paid Defendants Two Thousand Five Hundred Eight

and 00/100 Dollars (\$2,508.00). The consumer was told by Defendants that the memorial would be installed during the summer of 2011. As of February 3, 2012, the memorial had still not been installed, at which point, the consumer cancelled the order and demanded a refund. On or about February 29, 2012, the consumer informed the Defendants that the consumer decided to use a burial plot at another cemetery and again informed Defendants that the order was cancelled. Upon information and belief, no refund has been paid by Defendants.

(g). A consumer from Bensalem, Pennsylvania paid One Thousand and 00/100 Dollars (\$1,000.00) to Defendants for a grave stone in March, 2013. Consumer and her daughter made many calls to Defendants when grave stone was not delivered when promised. The grave stone was not delivered until after June 1, 2014.

28. Citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

29. The Commonwealth has reason to believe that Defendants have used, are using, or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

30. The Commonwealth believes and therefore avers that there are additional consumers who have not filed complaints with the Bureau and have also been harmed due to the methods, acts and practices of Defendants, which include, but are not limited to, those as alleged herein.

31. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the public is suffering and will continue to suffer

harm unless the acts and practices complained of herein are permanently enjoined.

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**DEFENDANTS LIFESTONE, STEFAN MEMORIALS, INC.  
AND STEFAN FAILED TO PROVIDE AND DELIVER GOODS  
OR SERVICES AS PROMISED TO CONSUMERS**

32. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

33. The Defendants required a down payment or deposit upon contracting with consumers for cemetery markers or monuments. Payment was also requested by Defendants for lettering, engraving or cleaning when the Solicitation Form is returned to the Defendant.

34. In most instances, the Defendants told consumers that lettering, inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, or completely failed to provide the cemetery services or products ordered.

35. In certain instances, when consumers inquired about the delay, the Defendants provided misleading, confusing or false information, explanations and excuses.

36. In certain instances, Defendants failed to comply with or follow through on representations made to consumers regarding completion or delivery dates and refunds with regards to the goods and services contracted to be performed and delivered.

37. In some instances, Defendants provided memorials or lettering which were of a lesser quality, or were defective, or were not properly installed.

38. In some instances, Defendants failed to provide timely refunds to consumers who



were entitled to refunds.

39. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;

(b). Section 201-2(4)(v), which prohibits “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have”;

(c). Section 201-2(4)(vii), which prohibits “representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another”;

(d). Section 201-2(4)(ix), which prohibits “advertising goods or services with intent not to sell them as advertised”; and

(e). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding”.

40. The Commonwealth alleges that all of the practices described above were performed willfully. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100

Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

41. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:
  1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services";
  2. Section 201-2(4)(v), which prohibits "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have";

3. Section 201-2(4)(vii), which prohibits “representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another”;

4. Section 201-2(4)(ix), which prohibits “advertising goods or services with intent not to sell them as advertised”; and

5. Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding”.

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and any amendments thereto;

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

F. Requiring Defendants to pay the Commonwealth’s investigative and litigation costs in this matter; and

G. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to

Section 201-9 of the Consumer Protection Law.

**COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**DEFENDANTS LIFESTONE, STEFAN MEMORIALS, INC.  
AND STEFAN SOLICITED CONSUMERS USING METHODS WHICH  
CREATED A LIKELIHOOD OF CONFUSION OR OF MISUNDERSTANDING**

42. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

43. During all time periods relevant and material hereto, Defendants solicited consumers by various methods, including, advertisements, a website, and by mailing to the families of decedents the Solicitation Form. See Exhibit "A" which is attached hereto and incorporated herein.

44. Upon information and belief, given the deceptive nature of the Solicitation Form, certain consumers believed that the Solicitation Form which they received in the mail was an invoice or bill, and did not realize that it was an unsolicited price estimate which they had no obligation to pay.

45. In some circumstances, Defendants or their representatives implied or expressed to certain consumers that Defendants were affiliated, connected or associated with the cemetery in which the consumer's relative was buried when Defendants were not so affiliated, connected or associated.

46. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;

(b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;

(c). Section 201-2(4)(v), which prohibits “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have”; and

(d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding”.

47. The Commonwealth alleges that all of the practices described above were performed willfully. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

48. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to

suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services";

2. Section 201-2(4)(iii), which prohibits "causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another";

3. Section 201-2(4)(v), which prohibits "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have"; and

4. Section 201-2(4)(xxi), which prohibits "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding".

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and any amendments thereto;

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

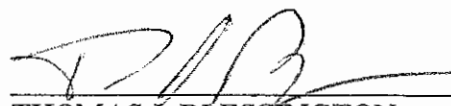
G. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to Section 201-9 of the Consumer Protection Law.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL  
BRUCE R. BEEMER  
*First Deputy Attorney General*

Date: 11-6-15

By:

  
THOMAS J. BLESSINGTON  
*Senior Deputy Attorney General*  
PA Attorney I.D. No. 36674  
Bureau of Consumer Protection  
21 South 12<sup>th</sup> Street, Second Floor  
Philadelphia, Pennsylvania 19107  
Telephone: (215) 560-2414

Facsimile: (215) 560 2494

Email: [tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)



**VERIFICATION**

I, Michael D. Carroll hereby state that I am an Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

MICHAEL D. CARROLL  
(Print Name)

Michael D. Carroll  
(Signature)

Date: 11-5-2015

**EXHIBIT "A"**



Monuments That Celebrate Life

Main Office & Plant  
8501 N. Lansdowne Avenue  
Upper Darby, PA 19082

**AUTHORIZED COMPANIES:**

- ALESSI MEMORIALS
- CARTLEDGE MEMORIALS
- EASTON MEMORIALS
- GALLAGHER MEMORIALS
- HILLSIDE MEMORIALS
- JERSEY SHORE MEMORIALS
- KAEPLER MEMORIALS
- LIFESTONE BY STEFAN
- MCKINNEY MEMORIALS
- NEW BRITAIN MEMORIALS

- QUAKERTOWN MEMORIALS
- SHELLENBERGER MEMORIALS
- SO. PHILADELPHIA MEMORIALS
- STEFAN STUDIOS

1-800-331-5525 www.lifestonebystefan.com

### Lettering & Cleaning In All Cemeteries

**Thank You!** For accepting this quotation for work to be done on your Cemetery Memorial.

Date \_\_\_\_\_

To \_\_\_\_\_

Cemetery \_\_\_\_\_

(FAMILY NAME NOW ON MEMORIAL)

**THIS ESTIMATE IS FOR INSCRIBING:**

NAME

YEAR BORN

YEAR DIED

(FUNERAL HOME)

**THIS ESTIMATE FOR SAND ENGRAVED LETTERING ONLY...  
HAND-CUT, RAISED & SPECIAL LETTERING ARE AT SPECIAL RATE:**

Since 1843 we have performed monument lettering in all Cemeteries and we inspect all monuments prior to engraving to insure correctness of position and matching to the style of lettering.

If this proposal meets with your approval, please provide all the information you can and return in the enclosed envelope with your payment. Your order will receive our immediate attention and we shall send a prompt confirmation. **Thank You!**

**PLEASE ALLOW 10 TO 12  
WEEKS FOR COMPLETION**

(PLEASE FILL IN ALL INFORMATION)

NAME \_\_\_\_\_

RELATIONSHIP OF  
CUSTOMER TO LOT HOLDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL \_\_\_\_\_

Email \_\_\_\_\_

COST \_\_\_\_\_

PAYMENT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(PRICE GUARANTEED 30 DAYS)

MY CHECK ENCLOSED

**PLEASE CHARGE TO:**

- MASTER CARD       AMER. EXPRESS
- VISA                       DISCOVER

Account # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

If a monument or marker is needed, check the box and return this estimate or give us call 1-800-331-5525.

**Retain Yellow Copy For Your Records**

**EXHIBIT "B"**

# LIFESTONE

by Stefan

Monuments that celebrate life

Corporate Office  
8501 N. Lansdowne Ave.  
Upper Darby, PA 19082  
Customer Service: 1-800-331-5525  
Future Cemetery Needs 1-877-6-STEFAN

Branch Office: Gallagher

Date: 3-8-2011

No. 022826

(Future inscriptions not included with this agreement)

On site engraving LE Family Name: [REDACTED] Preseed Lettering: FF RE

ADD  
TO THE RT  
OF [REDACTED]  
ADD

[REDACTED]  
1936 - 2011

Cleaning  
 Reseting

Grade: Enlighten Reflection Devotion Serenity Lettering: Sand Engraved Sand Kraft Outlines Other

Line Carved Contoured

Material: Red Marker: Flush  Bevel Slant

Die Top Shape Front Back Top Ends

Base Top Back Front Ends Pol Margin Carbo Margin

Cemetery Holy Sepulchre City: Phila

Section [REDACTED] Range [REDACTED] Lot [REDACTED] Grave [REDACTED] Loc on lot [REDACTED] Drawing Req.? 8 x 10 Full Size

Design: [REDACTED]

Customer: [REDACTED] Email: [REDACTED]

Address: [REDACTED] Cell #: [REDACTED]

City: Phila State: PA Zip: [REDACTED] Home #: [REDACTED]

Please enter my/our order for a memorial with lettering as specified herein, subject to the rules and regulations of said cemetery and in accordance with the above described specifications and inscriptions. I/we understand the title of the memorial shall remain with Stefan Memorials until paid in full.

Lot Owner: [REDACTED]

Relationship: [REDACTED]

Funeral Director: Flecker

Ref. Yes No

Please allow for delivery: Standard 24-28 weeks (Weather contingent)

Custom 32-40 weeks (Weather contingent)

This order is not subject to cancellation after acceptance. There is no agreement regarding this order other than contained herein and Stefan Memorials is not to be legally bound by this agreement. This order is subject to all delays caused by weather and any conditions beyond the control of Stefan Memorials.

\* Deposits are Non-Refundable \* Included Not Included

Cemetery Charges: 30.00 Check # [REDACTED]

Price: 915.00 Check # [REDACTED]

Must be Paid in Full Before Installation

Please charge to: MC Disc Visa Amex Exp

Account #: [REDACTED]

By: [Signature] For: [REDACTED]

X: [REDACTED]

FD LD OBLD NoLD Crates: 1

(I certify spelling and dates are correct as shown)

**EXHIBIT "C"**

# LIFESTONE

by Stefan

Monuments that celebrate life

Main Office & Plant  
8501 N. Lansdowne Avenue  
Upper Darby, PA 19082

### TRUSTED COMPANIES

- CARLEDGE MEMORIALS
- DECAT FATHER MEMORIALS
- NEW BRITAIN MEMORIALS
- CHADY MEMORIALS
- ALESSI MEMORIALS
- QUAKERTOWN MEMORIALS
- JERSEY SHORE MEMORIALS
- KAEPLER MEMORIALS

- McKINLEY MEMORIALS
- SHELLENBERGER MEMORIALS
- LIFESTONE BY STEFAN
- EASTON MEMORIALS
- SO. PHILADELPHIA MEMORIALS
- STEFAN STUDIOS
- HILLSIDE MEMORIALS

1201578

1-800-331-5525 www.lifestonebystefan.com Date: 1/19/2013

Cemetery: Indy Hill Section: [REDACTED] Range: [REDACTED] Lot: [REDACTED] Grave: [REDACTED]

*pd on 10/19/2013  
by Mike  
2 OK's*

MAR 9, 1905  
APR 15, 2013

(Note: Future inscriptions not included with this agreement)

GRADE  Enlighten  Reflector  Devotion  Serenity Material

LETTERING:  Sand Engraved  Sand Kraft  Roman Outline  Other

Design:

MARKER  2.0x1.0x0.4 SLANT  2.0x0.10x1.4  3.0x0.10x1.4  Other

1.6x0.8x1.10  1.8x0.8x2.0  2.0x0.8x2.0  2.6x0.8x2.0  2.10x0.8x3.2  3.0x0.8x2.2  3.6x0.8x2.4  4.0x0.8x3.2  
 2.2x1.1x0.8  2.2x1.1x0.10  2.6x1.1x0.8  3.2x1.1x0.8  3.4x1.1x0.10  3.8x1.1x0.8  4.2x1.1x0.8  5.0x1.1x0.10

DIE FINISHES  POL. 2, BAL. ROCK  OTHER POL 5  SERP. TOP  OTHER

BASE FINISH  P.F.T. BK-SAWED BRP.  OTHER

Customer: [REDACTED] Home Phone: [REDACTED] Cell: [REDACTED]

Address: [REDACTED] Email: [REDACTED]

City: Phila State: PA Zip: [REDACTED]

Lot Owner: [REDACTED] Permit: [REDACTED] D.O.D. [REDACTED]

Relationship of Customer to Lot Owner: [REDACTED] Funeral Director: [REDACTED]

STANDARD 24 TO 28 WEEKS FOR COMPLETION WEATHER CONTINGENT  
CUSTOM 32 TO 40 WEEKS FOR COMPLETION WEATHER CONTINGENT

PLEASE CHARGE TO:  MASTER CARD  VISA  AMERICAN EXPRESS

ACCOUNT # [REDACTED] Exp. Date [REDACTED]

DEPOSITS NOT REFUNDABLE

Cemetery Charges: 398.00 ct. [REDACTED]

Price: 5142

Paid: 3602 ct. [REDACTED]

PA. H. 1540-100

[REDACTED]

[REDACTED]

Balance must be paid prior to installation

This order is not subject to cancellation after acceptance.  
There is no agreement regarding this order other than contained herein and Stefan Memorials intend to be legally bound by this agreement.  
This order is subject to all delays caused by weather and any conditions beyond the control of Stefan Memorials

By: [REDACTED] For: [REDACTED]

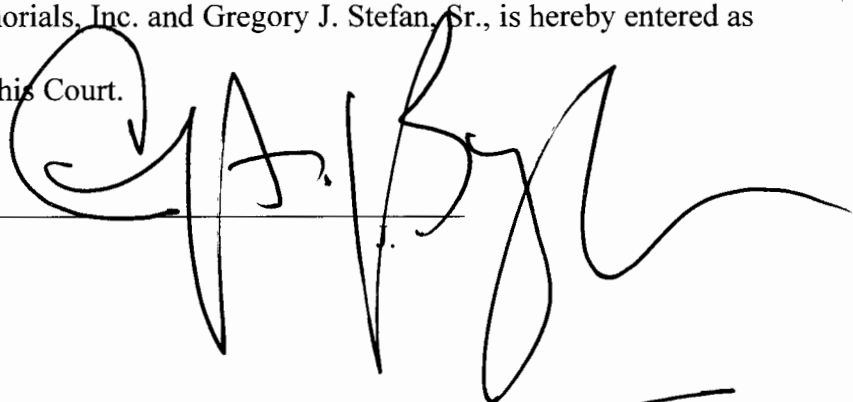
# **EXHIBIT B**



IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :  
Acting by the Pennsylvania Office of :  
Attorney General :  
Plaintiff : No. 2015-009741  
v. :  
LIFESTONE BY STEFAN, LLC : CIVIL ACTION – EQUITY  
and doing business as Stefan Memorials :  
and :  
STEFAN MEMORIALS, INC. :  
and doing business as Stefan Memorials :  
and :  
GREGORY J. STEFAN, SR., individually, :  
and as an Officer of Lifestone by Stefan, LLC :  
and as President of Stefan Memorials, Inc. :  
and doing business as Stefan Memorials :  
Defendants :  
:

AND NOW, this 16<sup>th</sup> day of AUGUST, 2018, the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr., is hereby entered as the ORDER and FINAL DECREE of this Court.



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“Complaint”). The Complaint against Defendants alleged violations of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (herein referred to as the "Consumer Protection Law") arising from Defendants’ business which included the sale of cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering, and the Commonwealth states the following:

**WHEREAS**, Plaintiff is the Commonwealth of Pennsylvania, acting by the Pennsylvania Attorney General Josh Shapiro, through the Bureau of Consumer Protection, with an office located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103.

**WHEREAS**, Defendant Lifestone by Stefan, LLC is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (herein referred to as the “Corporations Bureau”), with a registered office address of 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082 and which currently operates from 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Defendant Lifestone also does business as Stefan Memorials.

**WHEREAS**, Defendant Stefan Memorials, Inc. is a Pennsylvania business corporation registered with the Corporations Bureau, with a registered office address of 66 Spring Avenue, Broomall, Pennsylvania 19008 and with one of its mailing addresses listed as Gregory J. Stefan, Sr., President, 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Defendant Stefan Memorials, Inc. does business as Stefan Memorials.

**WHEREAS**, Defendant Gregory J. Stefan, Sr. is an adult individual, and is a member of Defendant Lifestone by Stefan, LLC, and is the President of Stefan Memorials, Inc., and operates such businesses at 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082. Defendant Stefan also does business as Stefan Memorials.

**WHEREAS**, the Commonwealth alleges that Defendants engaged in the acts and practices alleged in the Commonwealth's Complaint, which included but were not limited to:

1. In most instances, the Defendants told consumers that lettering, inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, or completely failed to provide the cemetery services or products ordered.

2. In certain instances, when consumers inquired about the delay, the Defendants provided misleading, confusing or false information, explanations and/or excuses.

3. In certain instances, Defendants failed to comply with or follow through on the representations made to consumers regarding completion or delivery dates and refunds with regards to the goods or services contracted to be performed and/or delivered.

4. In some instances, Defendants provided memorials or lettering which were of a lesser quality, were defective, or were not properly installed.

5. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

6. During all time periods relevant and material hereto, Defendants solicited consumers by various methods, including, advertisements, a website, and by mailing to the families of decedents a solicitation form. Given the deceptive nature of the solicitation form, certain consumers believed that the solicitation form which they received in the mail was an invoice or bill, and did not realize that it was an unsolicited price estimate which they had no obligation to pay.

7. In some circumstances, Defendants or their representatives implied or expressed to certain consumers that Defendants were affiliated, connected or associated with the cemetery in which the consumer's relative was buried when Defendants were not so affiliated, connected or associated.

**WHEREAS**, the Commonwealth alleges that Defendant Gregory J. Stefan, Sr. approved, endorsed, authorized, formulated, directed, supervised, controlled, ratified, benefited from and/or otherwise participated in the acts and practices of Defendants Limestone and Stefan Memorials, and that Defendants acted together and cooperated with each other in the conduct of the business.

**WHEREAS**, Plaintiff's Complaint alleged that the methods, acts and/or practices of Defendants constituted violations of the Consumer Protection Law including, but not limited to, the following:

1. Section 201-2(4)(ii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

2. Section 201-2(4)(iii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

3. Section 201-2(4)(v) of the Consumer Protection Law, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connections that he does not have;

4. Section 201-2(4)(vii) of the Consumer Protection Law, which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

5. Section 201-2(4)(ix) of the Consumer Protection Law, which prohibits advertising goods or services with intent not to sell them as advertised; and

6. Section 201-2(4)(xxi) of the Consumer Protection Law, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

**WHEREAS**, Defendants are desirous of complying with the laws of the Commonwealth of Pennsylvania and the provisions of this *Consent Petition for Final Decree* (herein referred to as the "Consent Petition"), and they have executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Delaware County, the provisions of this Consent Petition shall constitute the provisions of a Final Decree, Order and Judgment of the Court of Common Pleas of Delaware County with respect to the above-captioned action regarding Defendants, Lifestone, Stefan Memorials and Gregory J. Stefan, Sr.

**WHEREAS**, this Consent Petition shall not be considered an admission of liability by Defendants of the allegations of the Commonwealth's Complaint, and shall not be considered a concession by the Commonwealth that its claims are not well-founded.

**WHEREAS**, upon approval of the Court of Common Pleas of Delaware County and subject to the terms and conditions of this Consent Petition, the Commonwealth and Defendants are agreeable in this matter to accept this Consent Petition as a settlement in lieu of the Commonwealth proceeding to trial with the above-captioned action with regards to Defendants.

**WHEREAS**, Defendants agree by the signing of this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

**I. The above stated recitals are incorporated herein and made part hereof as though fully set forth.**

**II. Definitions**

As used in this Consent Petition, the following words or terms shall have the following meanings:

1. “Clear and Conspicuous” or “Clearly and Conspicuously”:
  - (i) When referring to a written statement, disclosure, or any other information, means that such statement, disclosure, or other information, by whatever medium communicated, (a) is readily noticeable and readable (b) is in readily understandable language and syntax (c) is in a type size, font, appearance and location sufficiently noticeable for a person to read and comprehend it, in a print that contrasts with the background against which it appears, (d) is in contrasting type, font or color to the surrounding text of the same size, and (e) is visually distinguished from the surrounding text of the same size by a border, symbols or other marks. If such statement, disclosure, or other information is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in Direct Proximity to the information it modifies in a manner that is readily noticeable and understandable.

(ii) As to statements, disclosures, or any other information made or presented orally, “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean that such statements, disclosures, or other information shall be delivered (a) in readily understandable language and syntax and (b) in a volume, audibility, and cadence sufficient for the consumer to hear, comprehend, and understand the entire statement, disclosure or such other information.

(iii) As to statements, disclosures, or any other information made or presented on the Internet or other web-based applications or services, in addition to the other requirements stated herein, “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean that such statements, disclosures, or any other information shall be placed in locations on the same webpage if doing so allows for the statement, disclosure, or other information to be readily noticeable and understandable. Such statement, disclosure, or other information shall be (a) sufficiently prominent and readily seen, (b) in text that can be easily read and understood by the reader, and (c) placed on the webpage in a position in Direct Proximity to the offer, term or limitation.

Further, a disclosure of information is not Clear and Conspicuous if, among other things, it is obscured by the background against which it appears, or the net impression of the statement, disclosure, or other information is inconsistent with, contrary to, or in mitigation of the disclosure itself. Statements of limitation must be set out in Direct Proximity with the benefits described such that they are readily noticeable, readable and understandable or with appropriate captions of such prominence that statements of limitation are not minimized, rendered obscure, presented in an ambiguous fashion, or



intermingled with the context of the statement so as to be confusing or misleading.

2. “Consumer(s)” or “consumer(s)” means a natural person, individual, estate or any other legal entity.

3. “Direct Proximity” means that a term is disclosed immediately beneath, beside, or adjacent to an offer or term.

4. The “Effective Date” of this Consent Petition shall mean the date the Court of Common Pleas of Delaware County approves the terms of this Consent Petition and a Final Decree or Order of that Court is entered thereupon.

5. A “material fact,” “material condition,” “material term,” or any similar phrase or combination of words or phrases is any fact, condition or term that, if known, would be likely to affect a person’s decision or conduct regarding goods or services or be likely to affect a person’s choice of goods or services.

### **III. Injunctive and Affirmative Relief**

Upon the Effective Date of this Consent Petition, Defendants and their successors, assigns, transferees, officers, agents, servants, employees, representatives, attorneys, independent contractors, and all other persons or entities acting on Defendants’ behalf and/or in active concert or participation with Defendants, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the prohibited practices set forth herein and further permanently required to directly or indirectly satisfy the affirmative requirements set forth herein:

A. Defendants are hereby forever enjoined and prohibited from violating the Consumer Protection Law, and any future amendments thereto, including, but not limited to, the following sections:

1. Section 201-2(4)(ii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

2. Section 201-2(4)(iii) of the Consumer Protection Law, which prohibits causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

3. Section 201-2(4)(v) of the Consumer Protection Law, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connections that he does not have;

4. Section 201-2(4)(vii) of the Consumer Protection Law, which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

5. Section 201-2(4)(ix) of the Consumer Protection Law, which prohibits advertising goods or services with intent not to sell them as advertised; and

6. Section 201-2(4)(xxi) of the Consumer Protection Law, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

B. Defendants SHALL fully abide by the Consumer Protection Law, including any amendments thereto.

C. Defendants SHALL only use advertisements, mailers, e-mails or solicitations which Clearly and Conspicuously disclose to the recipient or reader that the advertisement, mailer, e-mail or solicitation is not an invoice or bill and that the recipient or reader has no

obligation to pay any amount to any of the Defendants.

D. Defendants SHALL Clearly and Conspicuously indicate on all advertisements, mailers, e-mails and solicitations sent to consumers via any method, including mail and e-mail, the following statement in bold 18 point font: **“THIS IS NOT A BILL. THIS IS A SOLICITATION. DO NOT SEND ANY PAYMENT IN RESPONSE TO THIS SOLICIATION.”** Further, Defendants SHALL NOT state that any advertisement, mailer, e-mail or solicitation is an “estimate” at any point in time before a consumer specifically requests that Defendants provide the consumer with an estimate.

E. Defendants SHALL Clearly and Conspicuously disclose to the purchaser of any goods or services offered or provided by Defendants all material facts, terms and conditions of any agreement or contract entered into between any of the Defendants and a consumer, including, but not limited to the specific time frame within which such goods or services will be completed, delivered, provided or installed. Defendants SHALL Clearly and Conspicuously disclose the latest date by which such goods or services will be completed, delivered, provided or installed.

F. Defendants SHALL Clearly and Conspicuously disclose in writing to consumers, prior to the consumer entering into a contract or agreement with any of the Defendants and prior to the consumers being required to make any payment to any of the Defendants, the specific time frame within which Defendants will complete, deliver, provide and install the goods or services as promised by the Defendants, specifically stating the latest date by which such goods or services will be completed, delivered, provided or installed.

G. Defendants SHALL complete, deliver, provide and install all goods or services to consumers as specifically agreed to by Defendants, and SHALL complete, deliver, provide and

install such goods and services within the time frame and by the latest date specified by the Defendants.

H. Unless consumer otherwise agrees in writing, Defendants SHALL refund to consumers all monies paid by consumers to Defendants in the event that Defendants fail to complete, deliver, provide and install the goods or services to consumers as promised and on or before the latest date specified by the Defendants for such completion, delivery, provision and installation, provided that the consumer has fulfilled all material obligations that the consumer has under the contract or agreement with Defendants. Such refunds will be paid by Defendants within thirty (30) days of being notified that the goods or services completed, delivered, provided or installed were not as promised or within thirty (30) days after the latest date that Defendants specified that the goods or services were to be completed, delivered, provided and installed by the Defendants.

I. Defendants SHALL provide timely refunds to consumers who are entitled to refunds related to Defendants providing defective goods or services to consumers, provided that the consumer gives verbal or written notice to Defendants of such defects. Defendants SHALL provide such refunds to consumers within thirty (30) days of Defendants' receipt of such notice. Nothing contained herein shall prohibit Defendants and the consumer from reaching a resolution which is acceptable to the consumer.

J. Defendants SHALL NOT state or imply to any consumer that Defendants are affiliated, connected or associated with a cemetery or any other organization or entity when Defendants were not so affiliated, connected or associated.

K. Defendants SHALL NOT provide misleading, confusing or false information, explanations and excuses to consumers when consumers inquire about any goods or services to

be provided or provided by Defendants, including, but not limited to any delay in the provision of the goods or services.

L. Defendants SHALL NOT provide goods or services, including but not limited to memorials or lettering, which are of a lesser quality than represented or agreed to by Defendants, and SHALL NOT provide goods or services which are defective or not properly installed.

M. Defendants are hereby forever enjoined and prohibited from violating the *Telemarketer Registration Act*, 73 P.S. §2241, et. seq., (herein “Telemarketing Act”).

N. Defendants SHALL fully abide by the Telemarketing Act, including any amendments thereto.

O. Defendants SHALL respond to all future consumer complaints in the following manner:

1. With respect to complaints forwarded to Defendants by the Office of Attorney General on consumers' behalf, to the extent reasonably practicable, said Defendants shall use their best efforts to send a written response regarding a complaint or inquiry to the Bureau of Consumer Protection within fifteen (15) days of receipt of the complaint, and where appropriate, use all reasonable and good faith efforts to resolve said consumer complaints.

2. With respect to complaints received directly by Defendants or forwarded to Defendants by any consumer protection organization other than the Office of Attorney General, for instance, the Better Business Bureau, to the extent reasonably practicable, said Defendants shall use their best efforts to send a written response regarding such complaints within fifteen (15) business days of their receipt of the complaint, to the person or entity submitting such complaints, and where appropriate, use all reasonable and good faith efforts to resolve said consumer complaints.

#### **IV. Monetary and Other Relief**

##### **A. Restitution.**

1. (a). Defendants acknowledge that the Commonwealth has submitted to them a list of consumers which indicates the name of each consumer who the Commonwealth believes (i) paid any amount of money to Defendants for goods or services which Defendants have not completed, installed, delivered or provided to consumers, (ii) have not yet ordered from or paid another person or entity for such goods or services, and (iii) have filed a complaint with the Office of Attorney General, Bureau of Consumer Protection. Such list is referred to herein as the “List of Undelivered Goods and Services”. Defendants agree to provide any additional information requested by the Commonwealth regarding any consumer with which they entered into a contract or agreement within ten (10) days of the Commonwealth’s request. Other than the goods or services that were cancelled by such consumers or that consumers ordered from or paid another person or entity for, Defendants shall complete, deliver, provide and install any and all goods or services to all such consumers as specifically agreed to by Defendants on or before January 31, 2019 such that one-third (1/3) of all said consumers will receive such goods or services on or before August 31, 2018, an additional one-third (1/3) of the total number of said consumers will be completed by October 31, 2018, the remaining one-third (1/3) of said consumers will be completed by January 31, 2019. Within thirty (30) days after each stated due date, Defendants shall provide to the Commonwealth an acknowledgement in writing that all said goods or services as specifically agreed to by Defendants were completed, delivered, provided and installed during each time period as noted above. Defendants shall also provide to the Commonwealth on or before February 28, 2019, an acknowledgement in writing that all said goods or services as specifically agreed to by Defendants were completed, delivered, provided

and installed as noted above. Such acknowledgements will specifically identify and list each consumer who received such goods or services, the specific type of good or service completed, delivered, provided and installed, and the date of completion, delivery, provision or installation.

(b). In the event that Defendants do not complete, deliver, provide and install on or before January 31, 2019, all goods or services to the consumers included on the List of Undelivered Goods and Services as noted herein above, Defendants hereby agree that they shall submit to the Commonwealth a list identifying all consumers on said List who paid Defendants for goods or services and did not receive them as required herein above and stating the amount paid to Defendants for such goods or services for each consumer. Defendants further agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth on February 28, 2019 as restitution pursuant to Section 201-4.1 of the Consumer Protection Law the full amount paid to Defendants by such consumers to whom Defendants failed to so complete, deliver, provide and install such goods or services by January 31, 2019 for the benefit of those consumers. In the event that Defendants fail to pay such amount in full to the Commonwealth by February 28, 2019, Defendants hereby acknowledge and agree that a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the amount then due and payable to the Commonwealth under this Section IV.A.1. Such payment will be due and payable to the Commonwealth in full on February 28, 2019. Such restitution shall be allocated as restitution for those consumers noted in this Section IV.A.1. pursuant to Section 201-4.1 of the Consumer Protection Law. However, in the event that Defendants fail to pay such amount in full to the Commonwealth by February 28, 2019 and/or judgment is entered against Defendants for such amount, then the Commonwealth

reserves the right to distribute any amounts collected under this Section or on such judgment to consumers on a pro-rata basis with the other amounts of Restitution and Additional Restitution collected from Defendants under this Consent Petition at the sole discretion of the Commonwealth.

(c). In the event that any consumer included on the List of Undelivered Goods and Services have, prior to the submission of the List of Undelivered Goods and Services to the Defendants or after such submission, (i) cancelled the order, contract or agreement with Defendants, (ii) ordered or order or paid or pay to a person or entity other than Defendants for such goods or services, or (iii) no longer require such goods or services, then Defendants hereby agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth as restitution pursuant to Section 201-4.1 of the Consumer Protection Law as specifically noted herein below in Section IV.F.2., the total of all amounts paid by any and all such consumers to Defendants subject to the requirements, terms and conditions stated in Section IV.A.2.

(d). The manner, amount and timing of any distribution of such restitution shall be left to the sole discretion of the Commonwealth.

2. (a). Defendants acknowledge that the Commonwealth has submitted to them a list of consumers which indicates the name and the specific amount of restitution owed from Defendants for each consumer (i) who paid money to Defendants for goods or services which were not completed, installed, delivered or provided, (ii) who (A) cancelled the order, contract or agreement with Defendants, (B) ordered or paid to a person or entity other than Defendants for such goods or services, or (C) no longer require such goods or services, and (iii) who has filed a



complaint with the Office of Attorney General, Bureau of Consumer Protection. Such list is referred to herein as the “List of Cancelled Goods and Services”.

(b). As used in this Consent Petition, the terms “cancel”, “cancelled” or “cancellation” with regards to consumers shall include but not be limited to, consumers who (i) cancel or cancelled the order, contract or agreement with Defendants for any reason, (ii) ordered or paid to a person or entity other than Defendants for such goods or services which Defendants agreed to provide, or (iii) no longer require such goods or services for any reason, at any time for any reason, including those consumers who cancelled or acquired or are acquiring such goods or services from a source other than the Defendants either after or within the time frame agreed to or represented by Defendants at the time any such order, contract or agreement was entered into by the consumer (A) due to Defendants’ failure to deliver the goods or services as represented or promised by Defendants and/or Defendants’ failure to deliver the goods or services within the time frame agreed to or represented by Defendants at the time the order, contract or agreement was entered into by such consumer or (B) due to the consumer being concerned that Defendants would not deliver the goods or services as represented or promised by Defendants and/or would not deliver the goods or services within the time frame agreed to or represented by Defendants, regardless of whether the consumer has notified Defendants of such cancellation. Defendants agree to provide any additional information requested by the Commonwealth regarding any consumer with which they entered into a contract or agreement within ten (10) days of the Commonwealth’s request.

(c). In addition to the restitution required herein above, Defendants hereby agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth as restitution pursuant to Section 201-4.1 of the Consumer Protection Law as

specifically noted herein below in Section IV.F, the total of all amounts paid by any and all consumers who are included in the List of Cancelled Goods and Services in the amount of One Hundred Eighty Eight Thousand Three Hundred Eighty Three and 24/100 Dollars (\$188,383.24). Such amount must be paid by Defendants to the Commonwealth as specifically noted herein below in Section IV.F. In the event that Defendants fail to pay such amount in full to the Commonwealth as specifically noted herein below in Section IV.F, Defendants hereby acknowledge and agree that the full amount of all such Restitution under this Section IV.A.2 shall become immediately due and payable by the Defendants to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such Restitution under this Section IV.A.2 then outstanding and unpaid to the Commonwealth under this Section IV.A.2. Such restitution, which is due and payable to the Commonwealth of Pennsylvania, Office of Attorney General, shall be allocated as restitution for those consumers included on the List of Cancelled Goods and Services pursuant to Section 201-4.1 of the Consumer Protection Law. In the event that Defendants fail to pay such amount in full to the Commonwealth as required under this Consent Petition and/or judgment is entered against Defendants for such amount, then the Commonwealth reserves the right to distribute any amounts collected under this Section or on such judgment to consumers on a pro-rata basis with the other amounts of Restitution and Additional Restitution collected from Defendants under this Consent Petition at the sole discretion of the Commonwealth.

(d). The manner, amount and timing of any distribution of such restitution to consumers shall be within the sole discretion of the Commonwealth.

3. (a). Defendants acknowledge that the Commonwealth has submitted to them a list of consumers which indicates the name and the specific amount of restitution owed from Defendants for each consumer (i) who has filed a complaint with the Office of Attorney General, Bureau of Consumer Protection and (ii) who the Commonwealth believes is entitled to receive restitution from Defendants in addition to the consumers referenced herein above pursuant to Section 201-4.1 of the Consumer Protection Law due to claims or complaints of such consumers concerning or relating to the goods or services which were ordered or paid for by consumers and which were of a lesser quality, were defective, were not properly installed, were not as ordered or were not as promised by Defendants (herein referred to as “defective”). Such list is referred to herein as the “List of Defective Goods and Services”.

(b). In addition to the restitution required herein above, Defendants hereby agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth as specifically noted herein below in Section IV.F as restitution pursuant to Section 201-4.1 of the Consumer Protection Law the total of all amounts paid by any and all consumers who are included in the List of Defective Goods and Services in the amount of Nineteen Thousand Eight Hundred Eighty One and 00/100 Dollars (\$19,881.00). Such payment to the Commonwealth will be made by Defendants as required herein at Section IV.F. In the event that Defendants fail to pay such amount in full to the Commonwealth as specifically noted herein below in Section IV.F, Defendants hereby acknowledge and agree that the full amount of all such Restitution under this Section IV.A.3 shall become immediately due and payable by the Defendants to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such

Restitution under this Section IV.A.3 then outstanding and unpaid to the Commonwealth under this Section IV.A.3. Such restitution, which is due and payable to the Commonwealth of Pennsylvania, Office of Attorney General, shall be allocated as restitution for those consumers included on the List of Defective Goods and Services pursuant to Section 201-4.1 of the Consumer Protection Law. In the event that Defendants fail to pay such amount in full to the Commonwealth as required under this Consent Petition and/or judgment is entered against Defendants for such amount, then the Commonwealth reserves the right to distribute any amounts collected under this Section or on such judgment to consumers on a pro-rata basis with the other amounts of Restitution and Additional Restitution collected from Defendants under this Consent Petition at the sole discretion of the Commonwealth.

(c). The manner, amount and timing of any distribution of such restitution to consumers shall be within the sole discretion of the Commonwealth.

4. Nothing herein will prohibit Defendants from contacting a consumer who had ordered from or paid Defendants for goods or services and cancelled their order for goods or services with Defendants but who have not yet ordered from or paid another person or entity for such goods or services, solely in order to determine if such consumer would be willing to permit Defendants to deliver the goods or services. Further, nothing herein will prohibit Defendants from contacting a consumer who had ordered from or paid Defendants for goods or services and complained or claimed that the goods or services delivered or provided were defective, solely in order to determine if such consumer would be willing to permit Defendants to correct or resolve the claim or complaint.

Defendants must obtain permission from and the agreement of each such consumer in writing along with a statement by the consumer that he or she has not ordered from or paid any

other person or entity for goods or services which Defendants had agreed to provide and/or has not obtained a correction or resolution of the defective condition from another person or entity. In the event that (i) the consumer submits a statement in writing agreeing that Defendants are permitted to deliver the goods or services or correct the defective condition as noted herein and that the consumer has not ordered from or paid any other person or entity for the goods or services which Defendants had agreed to provide or for the correction of the defect; (ii) Defendants deliver such goods or services or correct the defective condition to the full satisfaction of the consumer; (iii) the consumer submits a statement in writing acknowledging that the goods or services have been delivered by Defendants or have been corrected or resolved by the Defendants to the full satisfaction of the consumer; and (iv) Defendants deliver to the Commonwealth all the aforementioned written statements and acknowledgements along with documentation proving that the goods or services have been delivered or the defective conditions corrected, then the payment of the specific amount of restitution for such specific consumer pursuant to Sections IV.A.2. or IV.A.3. would not be required to be paid by Defendants once the Commonwealth acknowledges in writing to Defendants that such amount is no longer required to be paid.

5. The restitution required to be paid pursuant to Section IV.A. is herein referred to as "Restitution."

**B. Costs of Investigation.**

Additionally, Defendants hereby agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), which amount shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs

incurred in pursuing this enforcement action, and shall be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes (herein referred to as “Costs”). Defendants will pay such Costs to the Commonwealth as specifically noted herein below in Section IV.F. In the event that Defendants fail to pay any such amounts to the Commonwealth as specifically noted herein below in Section IV.F, Defendants hereby acknowledge and agree that the full amount of all such Costs under this Section IV.B shall become immediately due and payable by the Defendants to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such Costs under this Section IV.B. then outstanding and unpaid to the Commonwealth under this Section IV.B.

**C. Civil Penalties.**

Additionally, Defendants hereby agree that they shall pay and shall be liable and bound, jointly and severally, for the payment to the Commonwealth the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), which is due and payable to the Commonwealth of Pennsylvania, Office of Attorney General, and is assessed against Defendants, jointly and severally, and is awarded to the Commonwealth as civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law (herein referred to as the “Civil Penalties”). Defendants will pay such Civil Penalties to the Commonwealth as specifically noted herein below in Section IV.F. In the event that Defendants fail to pay any such amounts to the Commonwealth as specifically noted herein below in Section IV.F, Defendants hereby acknowledge and agree that the full amount of all such Civil Penalties under this Section IV.C shall become immediately due and payable by the Defendants to the Commonwealth and a judgment shall be entered by the Court of Common

Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such Civil Penalties under this Section IV.C. then outstanding and unpaid to the Commonwealth under this Section IV.C.

**D. Suspended Civil Penalties.**

An additional civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law is assessed against Defendants and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and shall be suspended at this time (herein referred to as the “Suspended Civil Penalty”), subject to the following:

1. In the event that Defendants fail to make any of the payments required under this Consent Petition, including, but not limited to, those for Restitution, Civil Penalties, Costs or Additional Restitution, on the due date specified for such payments, the Suspended Civil Penalty shall become immediately due and payable by the Defendants, jointly and severally, to the Commonwealth and Defendants hereby acknowledge and agree that a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of the Suspended Civil Penalty.

2. Further, upon the issuance of a final order by the Delaware County Court of Common Pleas or any court of competent jurisdiction finding that any of the Defendants are in default of any of the terms and conditions of this Consent Petition, other than the payment requirements referred to herein above at Section IV.D.1., the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant to Section 201-

8(a) of the Consumer Protection Law, shall become immediately due and payable by the Defendant who is found to be in default to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County or such court of competent jurisdiction against said Defendant and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court. In the event that an additional Defendant or more than one of the Defendants are found to be in default of the terms and conditions of this Consent Petition, the full amount of the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant to Section 201-8(a) of the Consumer Protection Law, shall become immediately due and payable by each Defendant who is found to be in default to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County or such court of competent jurisdiction against each said Defendant and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court.

3. A default on the part of one or more of the Defendants shall include, but not be limited to, one or more of the Defendants defaulting on, failing to comply with, or in any way breaching any of the terms, representations, conditions, agreements or requirements of this Consent Petition.

**E. Additional Restitution.**

Defendants acknowledge that there may be consumers who have been harmed by Defendants' conduct and who have not filed complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection or have not been included on any of the Lists referred to herein above; and Defendants hereby agree that they shall pay restitution and shall be liable



and bound, jointly and severally, for the payment to the Commonwealth of restitution as set forth below:

1. Defendants, jointly and severally, shall also pay restitution pursuant to Section 201-4.1 of the Consumer Protection Law to the Commonwealth for consumers who are not included on any of the Lists referred to herein above, including but not limited to in Section IV.A. and (i) who have submitted complaints or claims to the Commonwealth prior to the Effective Date of this Consent Petition or who submit complaints or claims to the Commonwealth within ninety (90) days after the Effective Date of this Consent Petition; (ii) have claims or complaints that concern or relate to conduct alleged in the Complaint filed in this action by the Commonwealth or concern or relate to the conduct covered under this Consent Petition or requests refunds or restitution of the type covered under this Consent Petition, including but not limited to, those related to cancellations as defined herein above; (iii) such person or entity provides documentation supporting such claims or complaints; (iv) such complaints or claims are determined by the Commonwealth in the sole discretion of the Commonwealth to be eligible for Additional Restitution in an amount determined by the Commonwealth based upon the Commonwealth's review of the complaints or claims and any documentation provided to the Commonwealth; and (v) that the conduct of the Defendants related to such complaints or claims occurred before the Effective Date of this Consent Petition (herein referred to as "Additional Restitution").

2. The determination of whether a consumer shall receive such Additional Restitution hereunder and the determination of the amount of any such Additional Restitution shall be within the sole discretion of the Commonwealth.

3. The Commonwealth shall provide Defendants with a list(s) of consumers who are entitled to Additional Restitution hereunder (herein referred to as the “Additional Restitution List(s)”), after which Defendants shall pay to the Commonwealth, as specifically noted herein below in Section IV.F, the total amount of Additional Restitution indicated on each such Additional Restitution List for consumers who are entitled to such Additional Restitution as determined by the Commonwealth. Defendants acknowledge and agree that more than one such Additional Restitution List may be submitted by the Commonwealth to Defendants at any time after the Commonwealth has received or receives notification from any such consumers. In the event that Defendants fail to pay such Additional Restitution in full to the Commonwealth as specifically noted herein below in Section IV.F., Defendants hereby acknowledge and agree that the full amount of all such Additional Restitution under this Section IV.E. shall become immediately due and payable by the Defendants to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such Additional Restitution under the Section IV.E then outstanding and unpaid to the Commonwealth under this Section IV.E. Such Additional Restitution, which is due and payable to the Commonwealth of Pennsylvania, Office of Attorney General, shall be allocated as restitution for those consumers included on the Additional Restitution List(s) pursuant to Section 201-4.1 of the Consumer Protection Law. In the event that Defendants fail to pay such amount in full to the Commonwealth as required under this Consent Petition and/or judgment is entered against Defendants for such amount, then the Commonwealth reserves the right to distribute any amounts collected under this Section or on such judgment to consumers on

a pro-rata basis with the other amounts of Restitution and Additional Restitution collected from Defendants under this Consent Petition at the sole discretion of the Commonwealth.

4. Any complaint or claim that is postmarked by the ninetieth (90<sup>th</sup>) day after the Effective Date of this Consent Petition shall be deemed timely.

5. The manner, amount and timing of any distribution of the Additional Restitution to consumers shall be at the sole discretion of the Commonwealth.

**F. Payment Terms.**

Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection all required payments noted herein above, including Restitution, Additional Restitution, Civil Penalties, Suspended Civil Penalties and Costs, as follows:

1. Pursuant to Section IV.A.1 herein above, in the event that Defendants do not complete, deliver, provide and install on or before January 31, 2019 all goods or services to the consumers as required under Section IV.A.1. as specifically agreed to by Defendants, other than the goods or services that were cancelled by such consumers, Defendants hereby agree that they shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection on February 28, 2019 the full amount of the required payment under Section IV.A.1. This payment will be applied towards the Restitution for the benefit of such consumers under Section IV.A.1 as noted therein.

2. Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection all other required payments noted herein above, including Restitution (other than the Restitution required under Section IV.A.1. which shall be paid by Defendants in accordance with the provisions of that

Section), Additional Restitution, Civil Penalties and Costs, as follows:

a. The amount of Four Thousand and 00/100 Dollars (\$4,000.00) will be paid to the Commonwealth at the time Defendants sign this Consent Petition; and

b. A monthly payment in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) which amount must be paid to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection on the fifteenth (15<sup>th</sup>) day of each and every month beginning with the first month after the Effective Date of this Consent Petition until the total amounts due to the Commonwealth under this Consent Petition, including for Restitution (other than the Restitution required pursuant to Section IV.A.1. herein above which is due and payable on February 28, 2019), Additional Restitution, Civil Penalties and Costs are paid in full and which monthly amount must be received by the Commonwealth on or before the fifteenth (15<sup>th</sup>) day of each month.

c. These payments will be applied first towards the payment of Restitution (other than the Restitution required pursuant to Section IV.A.1 herein above which is due and payable on February 28, 2019 for the benefit of the consumers included in Sections, IV.A.1. as noted therein) and Additional Restitution on a pro-rata basis<sup>1</sup>, then towards the payment of Costs, then towards the payment of Civil Penalties as noted herein above. The manner, amount and timing of any distribution of Restitution and Additional Restitution shall be left to the sole discretion of the Commonwealth.

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<sup>1</sup> In the event that Defendants fail to pay the amount due and owing as specifically required under Section IV.A.1 in full to the Commonwealth as required under this Consent Petition and/or judgment is entered against Defendants for such amount, then the Commonwealth reserves the right to distribute to consumers any amounts collected under Section IV.A.1. on a pro-rata basis with the other amounts of Restitution and Additional Restitution collected from Defendants under this Consent Petition at the sole discretion of the Commonwealth.

d. Defendants shall have the right to pre-pay the full total payment or any portion of the amount due and outstanding at any time without penalty.

3. Defendants hereby agree that they shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Suspended Civil Penalties pursuant to Section IV.D. herein above pursuant to the terms and conditions stated in Section IV.D.

4. In the event that Defendants fail to make any of the payments required under this Consent Petition, including Restitution (including any amount pursuant to Section IV.A.1. herein above which is due and payable on February 28, 2019), Additional Restitution, Civil Penalties or Costs, on the due date specified for such payments, the full amount of all remaining payments required under this Consent Petition, including said Restitution, Additional Restitution, Civil Penalties and Costs, will become immediately due and payable by the Defendants, jointly and severally, to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, and the full amount of the Suspended Civil Penalty shall become immediately due and payable by the Defendants, jointly and severally, to the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection. Further, in the event that Defendants fail to make any of the payments required under this Consent Petition, including said Restitution, Additional Restitution, Civil Penalties or Costs, on the due date specified for such payments, Defendants hereby acknowledge and agree that a judgment shall be entered by the Court of Common Pleas of Delaware County against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of all such remaining Restitution, Additional Restitution, Civil Penalties and

Costs then outstanding and unpaid to the Commonwealth; and Defendants also hereby acknowledge and agree that a judgment shall be entered by the Court of Common Pleas of Delaware County against the Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Bureau of Consumer Protection, in the full amount of the Suspended Civil Penalty.

5. Any and all payments due and owing to the Commonwealth under this Consent Petition shall be made by certified check, cashier's check, attorney's check, or money order made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, Attention: John M. Abel, Assistant Director, Strawberry Square, Harrisburg, PA 17120.

**V. Miscellaneous Terms**

- A. Time shall be of the essence with regards to Defendants' obligations hereunder.
- B. Nothing in this Consent Petition shall prevent or restrict the use of this Consent Petition by the Commonwealth in any action against Defendants for contempt or failure to comply with any of its provisions, or in the event that Defendants are in default of any of its terms and conditions. A default on the part of Defendants shall include any default or breach by Defendants of any of the terms or requirements of this Consent Petition. Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provision after the Effective Date, (ii) compromise or limit the authority of the Commonwealth to initiate a proceeding for any contempt or other sanctions for failure to comply, or (iii) compromise the authority of the Court of Common Pleas of Delaware County

or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition.

C. Nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

D. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

E. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

F. Defendant Gregory J. Stefan, Sr., as an officer of Defendant, Lifestone by Stefan, LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant, Lifestone by Stefan, LLC.

G. Defendant Gregory J. Stefan, Sr., as the president of Defendant, Stefan Memorials, Inc., hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant, Stefan Memorials, Inc.

H. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

I. The Court of Common Pleas of Delaware County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for purpose of enforcement of this Consent Petition and/or the Final Decree or Order accompanying it.

J. This Consent Petition may be executed in any number of counterparts and by

different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

K. Defendants understand and agree that if Defendants have made any false statement in this Consent Petition that such statement is made pursuant to and under penalty of 18 Pa.C.S.A. § 4904 relating to unsworn falsifications to authorities.

L. The Commonwealth and Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, through the Office of Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law or any other relief as the Court shall determine.

M. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

N. The parties hereto further acknowledge and agree that this Consent Petition



is subject to and contingent upon it and the agreements contained herein being approved by the Court of Common Pleas of Delaware County.

O. Any and all notices, requests, consents, directives, or communications sent to the Defendants or the Commonwealth pursuant to this Consent Petition shall be sent by a nationally recognized overnight courier service (no receipt signature shall be required) and by email (if the party has provided a current e-mail address to the other parties as indicated herein below) to the following:

For the Commonwealth:

Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
Attention: Attorney in Charge  
The Phoenix Building  
1600 Arch Street, Suite 300  
Philadelphia, PA 19103

and

Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
Attention: John M. Abel, Assistant Director  
Strawberry Square, 15<sup>th</sup> Floor  
Harrisburg, PA 17120

For Defendants:

Lifestone by Stefan, LLC  
c/o Gregory J. Stefan, Sr.  
8501 North Lansdowne Avenue  
Upper Darby, Pennsylvania 19082

and

Stefan Memorials, Inc.  
c/o Gregory J. Stefan, Sr.  
8501 North Lansdowne Avenue  
Upper Darby, Pennsylvania 19082

and

Gregory J. Stefan, Sr.  
8501 North Lansdowne Avenue  
Upper Darby, Pennsylvania 19082

and

Michael F.X. Gillin, Esquire  
Michael F.X. Gillin & Associates, P.C.  
230 North Monroe Street  
Media, PA 19063  
[MGillin@Gillinlawoffice.com](mailto:MGillin@Gillinlawoffice.com)  
*Attorney for Defendants*

Any party may designate a different individual to receive the notices required to be sent by sending written notification to the other parties at least thirty (30) days before such change will occur identifying that individual by name and/or title and mailing address.

**WHEREFORE**, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, Defendants agree to the signing of this Consent Petition and this Court hereby orders that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions, and this Consent Petition resolves any and all civil claims under the Consumer Protection Law, between the Commonwealth of Pennsylvania, by its Attorney General, through the Bureau of Consumer Protection and Defendants arising from the specific allegations in the aforementioned Complaint, which occurred prior to the Effective Date of this Consent Petition, except for those rights expressly reserved herein by said parties to this action.

**WE HEREBY** consent to the terms set forth in this Consent Petition for Final Decree and submit the same to this Honorable Court for the making and entry of a Final Decree or Order of the Court on the dates indicated herein below.

**FOR THE PLAINTIFF:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 8-10-2018

By: 

THOMAS J. BLESSINGTON  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Commonwealth of Pennsylvania  
Office of Attorney General  
Bureau of Consumer Protection  
The Phoenix Building  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-1261

**FOR THE DEFENDANTS:**

LIFESTONE BY STEFAN, LLC

Date: 8/10/18

By: Gregory J. Stefan  
GREGORY J. STEFAN, SR.  
Officer of Lifestone by Stefan, LLC

STEFAN MEMORIALS, INC.

By: Gregory J. Stefan  
GREGORY J. STEFAN, SR.  
President of Stefan Memorials, Inc.

Date: 8/10/18

Gregory J. Stefan  
GREGORY J. STEFAN, SR., individually

Date: 8/10/18

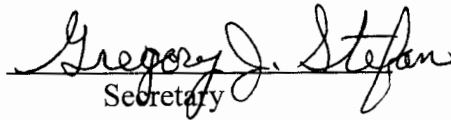
Michael F.X. Gillin  
Michael F.X. Gillin, Esquire  
Michael F.X. Gillin & Associates, P.C.  
230 North Monroe Street  
Media, PA 19063  
[MGillin@Gillinlawoffice.com](mailto:MGillin@Gillinlawoffice.com)  
Attorney for Defendants

**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF**  
**LIFESTONE BY STEFAN, LLC**

The Members and/or Officers of Lifestone by Stefan, LLC, met on the 9 day of August, 2018, and approved the following resolution:

**RESOLVED**, that Gregory J. Stefan, Sr., as an officer and member of Lifestone by Stefan, LLC, is hereby authorized and empowered on behalf of Lifestone by Stefan, LLC to enter into a Consent Petition for Final Decree, with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, in the case of *Commonwealth v. Lifestone by Stefan, LLC, et al.*, Court of Common Pleas, Delaware County, No. 2015-009741, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the LLC, this 9 day of August, 2018.

  
Secretary

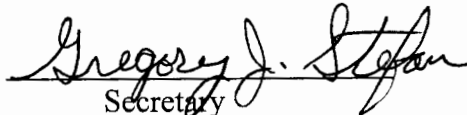
[CORPORATE/LLC SEAL]

**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF**  
**STEFAN MEMORIALS, INC.**

The Board of Directors and Officers of Stefan Memorials, Inc., met on the 9 day of August, 2018, and approved the following resolution:

**RESOLVED**, that Gregory J. Stefan, Sr., as the president of Stefan Memorials, Inc., is hereby authorized and empowered on behalf of Stefan Memorials, Inc. to enter into a Consent Petition for Final Decree, with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, in the case of *Commonwealth v. Lifestone by Stefan, LLC, et al.*, Court of Common Pleas, Delaware County, No. 2015-009741, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the Corporation, this 9 day of August, 2018.

  
Secretary

[CORPORATE SEAL]

# **EXHIBIT C**

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :  
Acting by the Pennsylvania Office of :  
Attorney General :

Plaintiff :

v. :

LIFESTONE BY STEFAN, LLC :  
and doing business as Stefan Memorials :  
and :  
STEFAN MEMORIALS, INC. :  
and doing business as Stefan Memorials :  
and :  
GREGORY J. STEFAN, SR., individually, :  
and as an Officer of Lifestone by Stefan, LLC :  
and as President of Stefan Memorials, Inc. :  
and doing business as Stefan Memorials :  
Defendants :

No. 2015-009741

CIVIL ACTION - EQUITY

ORDER & Stipulation Approval *BJD*

AND NOW, this 20 day of January, 2021 upon

consideration of the Petition of the Commonwealth of Pennsylvania for Contempt by Defendants for Failure to Comply with the Court Order dated August 16, 2018 (the "Petition"), and by agreement of the Plaintiff, Commonwealth of Pennsylvania, and Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr.,

**IT IS HEREBY ORDERED and DECREED** that:

A. Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr. are found to be in contempt of Court for violating the Court Order dated August 16, 2018 and said Defendants are in default of the terms and conditions of the Consent Petition for Final Decree (the "Consent Petition") which was entered as the Order and Final Decree of the Court on August 16, 2018;



B. Judgment is hereby entered against Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr., jointly and severally, and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, in the amount of Three Hundred Eighty-Three Thousand One Hundred Thirty and 70/100 Dollars (\$383,130.70);

C. The Commonwealth shall have the right, at any time, to execute upon the full amount of above referenced judgments and enforce the full amount of said judgments against Defendants, including, but not limited to, the right to seize and sell any and all property acquired and/or owned by Defendants, regardless of whether payments are being made by Defendants towards said judgments; and

D. Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr., shall forfeit their right to engage in trade and commerce within the Commonwealth of Pennsylvania, in any ownership or managerial capacity, including, but not limited to, as owner, registered agent, stockholder, partner, member of a limited liability company, principal, director, manager, project manager, contractor or subcontractor, involving the advertising, marketing, selling or providing cemetery markers and/or memorials and/or related services to consumers, including, but not limited to monument and marker engraving and lettering (herein "Cemetery Memorial Business"), and said Defendants are permanently enjoined and prohibited from engaging in such trade and commerce within the Commonwealth of Pennsylvania. Defendant, Gregory J. Stefan, Sr., may be employed as an employee of a Cemetery Memorial Business but only as specifically restricted herein. Defendant, Gregory J. Stefan, Sr., is permanently enjoined and prohibited from engaging in the following conduct as it pertains to any such Cemetery Memorial Business:

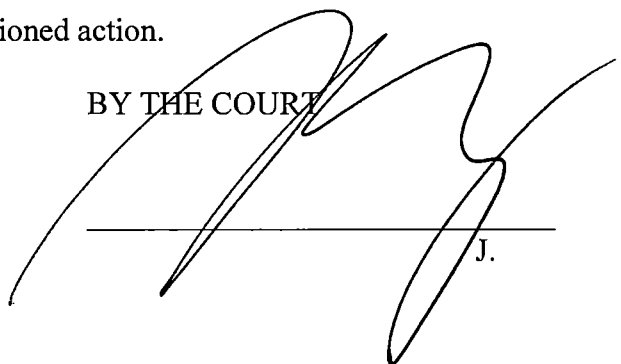
1. Exercising any control or decision-making authority over such business;

2. Controlling or participating in the collection or expenditure of monies related to the activities of such business; and
3. Having any contact or interaction with consumers or being involved in any way in the advertising, marketing, selling or providing cemetery markers and/or memorials and/or related services to consumers, including, but not limited to monument and marker engraving and lettering.

As an employee of a Cemetery Memorial Business, Defendant, Gregory J. Stefan, Sr., is not enjoined from transacting business with other businesses or vendors, however any contact or interaction with consumers is prohibited, including, but not limited to contact or interaction with consumers related to the advertising, marketing, selling or providing cemetery markers and/or memorials and/or related services to consumers. This exception to the injunction set forth herein is subject to Defendant Gregory J. Stefan, Sr.'s compliance with the laws of the Commonwealth of Pennsylvania.

E. The terms of this Order and the entry of this Order resolves and determines the Petition of the Commonwealth of Pennsylvania for Contempt by Defendants for Failure to Comply with the Court Order dated August 16, 2018, which was filed by the Commonwealth of Pennsylvania on February 26, 2020 in the above captioned action.

BY THE COURT



J.

The parties to the above captioned action, Plaintiff, Commonwealth of Pennsylvania, and Defendants, Lifestone by Stefan, LLC, Stefan Memorials, Inc. and Gregory J. Stefan, Sr.,

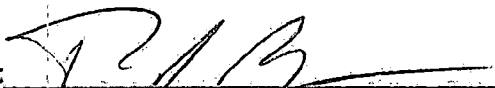
consent and agree to the terms set forth in this Order and submit the same to this Honorable Court for the making and entry of an Order of the Court on the dates indicated herein below.

**FOR THE PLAINTIFF:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

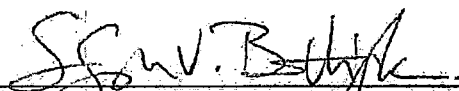
JOSH SHAPIRO  
*Attorney General*

Date: 1-19-2021

By:   
THOMAS J. BLESSINGTON  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Commonwealth of Pennsylvania  
Office of Attorney General  
The Phoenix Building  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494  
E-mail: tblessington@attorneygeneral.gov  
*Attorney for Plaintiff*

**FOR THE DEFENDANTS:**

Date: 1/19/2021

  
Michael F.X. Gillin, Esquire  
Stephen V. Bottiglieri, Esquire  
Toscani & Gillin, P.C.  
230 N. Monroe Street  
Media, PA 19063  
MGillin@ToscaniGillin.com  
SBottiglieri@toscanigillin.com  
*Attorneys for Defendants*

# **EXHIBIT D**

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (<https://hub.business.pa.gov/login>)

Search entity / Select entity / **Order documents**

## Order Business Documents



Date: 03/23/2022

### Business Name History

Name	Name Type
1843, LLC	Current Name

### Business Entity Details Officers

Name	1843, LLC
Entity Number	6431214
Entity Type	Limited Liability Company
Status	Active
Citizenship	Domestic
Entity Creation Date	07/18/2016
Effective Date	07/18/2016
State Of Inc	PA
Address	8501 North Lansdowne Avenue Upper Darby PA 19082 Delaware

### Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account by clicking here ([/Account/Register\\_account](#)).

Show  entries

Filter Records

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
<input type="checkbox"/>	07/18/2016	Certificate of Organization-Domestic Limited Liability Company (8913) 1	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

Showing 1 to 1 of 1 entries

Previous  Next

<input type="checkbox"/>	All Dates	All Certified Copies	2	Quantity # <input type="text" value="1"/>	\$46.00		
<input type="checkbox"/>	All Dates	All Plain Copies	2	Quantity # <input type="text" value="1"/>	\$6.00		

**Certified Documents**

Select	Date	Document	Pages	Quantity#	Price	Line Total
<input type="checkbox"/>	03/23/2022	Subsistence Certificate	1	<input type="text" value="1"/>	\$40.00	
<input type="checkbox"/>	03/23/2022	Index and Docket Report	1	<input type="text" value="1"/>	\$15.00	
<input type="checkbox"/>	03/23/2022	Index and Docket Certified Report	1	<input type="text" value="1"/>	\$55.00	

**Order Total :**

[<< Back to Search Results](#)

[Login](#)

# **EXHIBIT E**

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (<https://hub.business.pa.gov/login>)

Search entity / Select entity / **Order documents**

## Order Business Documents



Date: 03/23/2022

### Business Name History

Name	Name Type
Lifestone by Stefan	Current Name

### Business Entity Details Officers

Name	Lifestone by Stefan
Entity Number	6464968
Entity Type	Fictitious Names
Status	Active
Citizenship	Domestic
Entity Creation Date	10/14/2016
Effective Date	10/14/2016
State Of Inc	PA
Address	8501 N. Lansdowne Ave UPPER DARBY PA 19082 Delaware

Name	1843 LLC
Title	OWNER
Address	8501 N LANSDOWNE AVE UPPER DARBY PA 19082

### Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account by clicking here ([/Account/Register\\_account](/Account/Register_account)).

Show  entries

Filter Records

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
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Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
<input type="checkbox"/>	10/14/2016	Application for Registration of Fictitious Name 1	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

Showing 1 to 1 of 1 entries

Previous  Next

<input type="checkbox"/>	All Dates	All Certified Copies	2	Quantity # <input type="text" value="1"/>	\$46.00						
<input type="checkbox"/>	All Dates	All Plain Copies	2	Quantity # <input type="text" value="1"/>	\$6.00						

**Certified Documents**

Select	Date	Document	Pages	Quantity#	Price	Line Total
<input type="checkbox"/>	03/23/2022	Index and Docket Report	1	<input type="text" value="1"/>	\$15.00	
<input type="checkbox"/>	03/23/2022	Index and Docket Certified Report	1	<input type="text" value="1"/>	\$55.00	

**Order Total :**

[<< Back to Search Results](#)

[Login](#)

# **EXHIBIT F**

Thomas J. Blessington  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560 2494  
Email: tblessington@attorneygeneral.gov  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
Acting by Attorney General Josh Sapiro	:	
	:	No. _____
<b>Plaintiff</b>	:	
v.	:	
	:	
<b>1843, LLC, d/b/a Limestone by Stefan</b>	:	<b>CIVIL ACTION –</b>
<b>101 W. Eagle Road, Suite 214</b>	:	<b>EQUITY</b>
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, SR., individually and</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, JR., individually,</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GERARD STEFAN, individually</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	

**Defendants** :  
:

---

**NOTICE TO DEFEND**

**You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Lawyers' Reference Service  
Front and Lemon Streets  
Media, PA 19063  
(610) 566-6625  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de esta demanda expuesta en las siguiente páginas, usted tiene veinte (20) días a partir de la fecha en que la demanda y la notificación fueron servidas para tomar acción mediante la introducción de su apariencia, personalmente o a través de un abogado, y entregarle a la corte, en forma escrita, sus defensas o sus objeciones a los reclamos expuestos en contra de su persona. Sea avisado que si usted no se defiende o toma ninguna acción, puede que el caso o demanda en contra suya continúe, y puede que una decisión o resolución sea declarada en su contra sin previo aviso o notificación, por cualquier dinero reclamado en la demanda, o por cualquier otro reclamo o compensación solicitada por el/la demandante. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED DEBE TOMAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFFICINA LISTADA A CONTINUACION ABAJO. ESTA OFICINA LE PUEDE PROPORCIONAR CON INFORMACION ACERCA DE COMO EMPLEAR A UN ABOGADO.**

**SI USTED NO TIENE DINERO PARA CONTRATAR O PAGAR UN ABOGADO, ESTA OFICINA PUEDE PROVEERLE INFORMACION ACERCA DE AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES A UN HONORARIO O COSTO REDUCIDO, O GRATIS.**

Servicio de Referencia e Información Legal  
Front and Lemon Streets  
Media, PA 19063  
(610) 566-6625  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

Thomas J. Blessington  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560 2494  
Email: [tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)  
*Attorney for Plaintiff*

**THIS IS NOT A COMPULSORY ARBITRATION  
CASE - This case has been brought by the  
Commonwealth of Pennsylvania under the  
Pennsylvania *Unfair Trade Practices and Consumer  
Protection Law*, 73 P.S. § 201-1, *et seq.*  
AN ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED**

Thomas J. Blessington  
Senior Deputy Attorney General  
PA Attorney I.D. #36674  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560 2494  
Email: [tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>Acting by Attorney General Josh Shapiro</b>	:	
	:	<b>No.</b> _____
<b>Plaintiff</b>	:	
<b>v.</b>	:	
	:	
<b>1843, LLC, d/b/a Lifestone by Stefan</b>	:	<b>CIVIL ACTION – EQUITY</b>
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, SR., individually and</b>	:	
<b>d/b/a Lifestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, JR., individually,</b>	:	
<b>d/b/a Lifestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	

<b>Havertown, Pennsylvania 19083</b>	:
	:
<b>and</b>	:
	:
<b>GERARD STEFAN, individually</b>	:
<b>d/b/a Limestone by Stefan,</b>	:
<b>101 W. Eagle Road, Suite 214</b>	:
<b>Havertown, Pennsylvania 19083</b>	:
	:
<b>Defendants</b>	:
<hr/>	:

**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, which brings this action on behalf of the Commonwealth of Pennsylvania pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (herein referred to as the “Consumer Protection Law”), to obtain injunctive relief, civil penalties, restitution and other equitable relief as authorized by law against Defendant 1843, LLC, doing business as Limestone by Stefan, Defendant Gregory J. Stefan, Sr., individually and doing business as Limestone by Stefan, Defendant Gregory J. Stefan, Jr., individually and doing business as Limestone by Stefan, and Defendant Gerard Stefan, individually and doing business as Limestone by Stefan.

The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful therein. The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all

violations of said Law, and other equitable relief as authorized by law.

The Commonwealth believes and therefore avers that Defendants willfully use, have willfully used and/or are about to willfully use, methods, acts, or practices complained of herein. The Commonwealth believes and therefore avers that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined. The Commonwealth believes and therefore avers that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts and practices complained of herein. In support of this action, the Commonwealth respectfully represents the following:

#### **JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

#### **VENUE**

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a) and (c)(1).

#### **THE PARTIES**

3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro (herein referred to as the “Commonwealth” and/or “Plaintiff”), with offices located at 1600 Arch Street, 3<sup>rd</sup> Floor, Philadelphia, Pennsylvania 19103.

4. Defendant 1843, LLC (herein referred to as “1843” and/or “Defendant 1843” and/or collectively as one of the “Defendants”) is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (herein referred to as “Corporations Bureau”), with a registered office address of 8501 North Lansdowne Avenue, Upper Darby, Pennsylvania 19082.



Upon information and belief, Defendant 1843 operates from locations at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023. Upon information and belief, Defendant 1843 also does business under the registered fictitious name of Lifestone by Stefan.

5. Defendant 1843 is the registered owner of the fictitious name “Lifestone by Stefan.”

6. Defendant Gregory J. Stefan, Sr. (herein referred to as “Stefan, Sr.” and/or “Defendant Stefan, Sr.” and/or collectively as one of the “Defendants”) is an adult individual, and upon information and belief, and at various times relevant hereto, did business under and/or through Defendant 1843 and under the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, at various times relevant hereto, Defendant Stefan, Sr. conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

7. Defendant Gregory J. Stefan, Jr. (herein referred to as “Stefan, Jr.” and/or “Defendant Stefan, Jr.” and/or collectively as one of the “Defendants”) is an adult individual, and upon information and belief, did and does business under and/or through Defendant 1843 and under the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, Defendant Stefan, Jr. conducts and conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

8. Defendant Gerard Stefan, (herein referred to as “Gerard Stefan” and/or “Defendant Gerard Stefan” and/or collectively as one of the “Defendants”) is an adult individual, and did and does business under and/or through Defendant 1843 and did and does business under

the registered fictitious name of “Lifestone by Stefan.” Upon information and belief, Defendant Gerard Stefan conducts and conducted business at 101 W. Eagle Road, Suite 214, Havertown, Pennsylvania 19083 and/or 1000 Cedar Avenue, Darby, Pennsylvania 19023.

### FACTS

9. At various times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by conducting business which included the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering.

10. At various times relevant hereto, Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, exercised control over and/or participated in the day-to-day operations of Defendant, 1843.

11. At various times relevant hereto, Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, supervised, controlled, approved, authorized, ratified, benefited from and/or otherwise participated in the acts and practices described below herein which constituted violations of the Consumer Protection Law.

12. At various times relevant hereto, Defendants have also used other names, including but not limited to, Colonial Memorials, Stefan Memorial Group, The Memorial Company, Gallagher Memorials, Alessi Memorials, 1843 Memorials/Cartledge, 1843 New Britain/Quakertown Memorials.

13. As set forth below, Defendants have engaged in deceptive business practices in failing to meet their promises and representations to timely deliver cemetery markers and

memorials and/or engraving and lettering services to consumers who have lost loved ones.

14. Upon information and belief, during various time periods relevant and material hereto, Defendants solicited consumers by various methods, including, a website. Copies of samples of a portion Defendant 1843's website are attached hereto and incorporated herein as Exhibits "A" and "B".

15. Defendants used a contract form for lettering, engraving or memorials which included a fill in the blank line for the description "Approx. Delivery Date ... Contingent upon Conditions and Weather Conditions". See a redacted copy of a contract used by Defendants dated August 28, 2019 which is attached hereto and incorporated herein as Exhibit "C". The contract attached hereto as Exhibit "C" indicates an "Approx. Delivery Date" of "24 to 28 weeks".

16. The contract also stated, in part,

"There is no agreement regarding this order other than contained herein and the undersigned intend to be legally bound by this agreement. "

See Exhibit "C".

17. The Defendants required a down payment or deposit upon or within a short amount of time of contracting with consumers for cemetery markers or monuments. Payment or a deposit was also requested by Defendants for lettering, engraving or cleaning when contracting with consumers.

18. For example, a consumer living in Bluffton, South Carolina filed a complaint with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (herein referred to as "Bureau") stating that she dealt with both Defendant Stefan, Sr. and Defendant Stefan, Jr. She had a few preliminary discussions with Defendant Stefan Jr., and then entered an arrangement

with Defendant 1843 in November of 2016 to provide a memorial stone for her husband's grave site at St. John Neumann Cemetery in Chalfont, PA. The consumer provided a deposit of \$4,000.00 to Defendant 1843 for a memorial stone and agreed to a cost of \$7,942.00 when the memorial was delivered. The consumer initially met with Defendant Stefan, Jr., chose a design and communicated her wishes for some changes by February of 2017. Over the next two (2) plus years there was a combination of unresponsiveness to the consumer's inquiries from Defendant Stefan, Jr. and the representatives of Defendant. Consumer then sent a certified letter to Defendants on February 8, 2019 and Defendant Stefan, Sr. called consumer in response, verbally agreeing to consumer's demand that the stone be delivered by a certain date, which date Defendants missed. Yet, still, more than two (2) years after placing the initial order with Defendants for the head stone, the consumer sent a certified letter requesting a full refund of her deposit on March 29, 2019. She stated that she gave up hope on ever getting the memorial completed and engaged a separate company to provide the memorial which thereafter completed the memorial in less than 6 months after being engaged.

19. Another example includes a consumer from Havertown, Pennsylvania who filed a complaint with the Bureau stating that he purchased a stone on March 19, 2019 from Defendants. After calling numerous times and trying to go to two of Defendants' places of business, the consumer finally received a call back from Defendant Stefan, Sr. on October 3, 2019, more than six (6) months after placing his order. The consumer was told by Defendant Stefan, Sr. that Defendants were delayed in getting the stone. After additional attempts to contact the Defendants failed. The consumer filed a police report.

20. The Defendants in most instances represented to consumers that lettering,

inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, and in some instances, have still not delivered contracted for services or the markers or memorials as of the time this Complaint is being filed.

21. In certain instances, when consumers inquired about the delay, the Defendants either did not respond on a timely basis or provided misleading or confusing information, explanations and/or excuses.

22. Despite the fact that Defendants failed to perform the work contracted for with consumers in a timely manner or as promised, or provide the lettering, inscriptions, markers or monuments in a timely manner or as promised, the Defendants, in certain instances, failed to provide refunds when requested to do so by the consumer.

23. In certain instances, Defendants failed to comply with or follow through on representations made to consumers regarding completion or delivery dates and refunds with regards to the goods and services contracted to be performed or delivered.

24. In certain instances, upon information and belief, Defendants or their representatives implied or expressed to a consumer that Defendants were affiliated, connected or associated with a cemetery or funeral home when Defendants were not so affiliated, connected or associated.

25. For instance, a consumer living in Doylestown, Pennsylvania filed a complaint with the Bureau stating that upon the death of her husband, her son received a call from Defendant Gregory Stefan, Jr. who stated that Doylestown Cemetery told him to call and that he

does all the memorial stones for Doylestown Cemetery. Defendants set up an immediate appointment, and the consumer's son signed a contract and gave Defendant Stefan, Jr. a check for \$4,400.00 as a deposit for the memorial stone. When the consumer's son contacted Doylestown Cemetery, the representative from Doylestown Cemetery said they never heard of Gregory Stefan, Jr. or his company, and they certainly did not tell him to call the consumers. The consumer then called Defendants to cancel the contract. Defendants told them they would have to send a letter to cancel. The consumer sent a letter of cancellation to all addresses of the company by certified mail on September 24, 2019, requesting a refund of the deposit. Defendants did return the deposit to the consumer.

26. A further example includes a consumer from Phillipsburg, New Jersey who filed a complaint with the Bureau stating that her husband passed away on January 22, 2020. Sometime within the two weeks following her husband's death, she began receiving voice messages on their home phone from "Jerry" who the consumer believes was Defendant Gerard Stefan. "Jerry" stated that his company always worked with Saints Philip and James church/cemetery and knew them well. "Jerry" also stated that he contacted the consumer because the church let him know about her loss. Later, two church employees advised the consumer that they had never heard of Defendants. Based on this information and still very emotional following her husband's death, the consumer set up a meeting at her home with "Jerry" who advised that at least a 50% down payment was required, and when she asked if she could pay with a credit card, "Jerry" said no that they only take cash or check. He then asked the consumer to write check for \$3,256.20 which was more than 50% of the total price of \$5,427.00. On February 20, 2020, the Defendants sent a bill and letter stating full payment was needed. The consumer advised Defendants on

March 4, 2020 that she did not want the stone based on the misrepresentations made to her by Defendants and the negative online reviews, and that she wanted a refund of her deposit. The consumer also advised Defendant Gerard Stefan that she did not want the stone and wanted a refund due to the misrepresentations.

27. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

28. At various times relevant hereto, the unlawful acts and practices complained of herein are and were carried out pursuant to the direction and control Defendants, Stefan, Sr., Stefan, Jr. and/or Gerard Stefan, and said Defendants directly participated in such unlawful acts and practices.

29. To date, the Bureau has received in excess of one hundred (100) consumer complaints against Defendants' business practices. Additional examples of such complaints include, but are not limited to, the following:

(a). On or around September/October 2019, a consumer from Elkins Park, Pennsylvania ordered a memorial from Defendants on June 11, 2018 and paid Defendants \$3,112.00. Defendants represented that the memorial would be delivered by late Summer or Fall of 2018. As of September/October 2019 the memorial had not yet been delivered. Upon information and belief, the memorial has still not been delivered as of the time of the filing of this Complaint.

(b). A Glenolden, Pennsylvania consumer paid Defendants \$1,387.00 on August 14, 2017 to have stone engraved, lifted and cleaned. As of February, 2020, the work had not been performed by the Defendants. Upon information and belief, the

engraving has still not been performed as of the time of the filing of this Complaint.

(c). On January 28, 2018, a Plymouth Meeting, Pennsylvania consumer contracted with Defendants for memorial repair and engraving from Defendants and paid Defendants \$2,424.00. Defendants represented that the work was to be done in the Spring or Summer of 2018. The consumer followed up with Defendants and was told that Defendants were working on it. Consumer tried to cancel with Defendants in August or September of 2019. As of February, 2020, the work was still not performed. Upon information and belief, work has still not been performed and a refund has not been paid to the consumer as of the time of the filing of this Complaint.

(d). A Kirkwood, Pennsylvania consumer purchased a headstone from Defendants and paid Defendants \$5,669.00 on May 13, 2020. The headstone was to be delivered by September, 2020, but as of February, 2021 the headstone had not been delivered. Defendants were not responsive to the consumer's inquiries. Upon information and belief, the memorial has still not been delivered as of the filing of this Complaint.

(e). A consumer from West Chester, Pennsylvania, received calls from Defendant Stefan, Jr. between March and May, 2018 and met with him in her home on May 30, 2018 regarding a headstone for her mother. The consumer's father paid a \$2,000 deposit at the meeting. Defendants' invoice indicated an approximate delivery date of Fall, 2018. It was the consumer's understanding from the discussion with Defendant Stefan, Jr. that he represented Union Hill Cemetery and Kuzo & Grieco Funeral Home in Kennett Square, PA. The consumer repeatedly made calls to



Defendants to determine the status of delivery beginning September 20, 2018.

Explanation for the uncompleted job was consistently blamed on ground and weather conditions, rain delays, and inability to dig and pour base. The consumer called Kuzo & Grieco Funeral Home and was told that the funeral home did not recommend Defendants and has not done so for over a year. In September, 2019, consumer contacted another company for a headstone and sent a certified letter to Defendants requesting cancellation of the order and repayment of the \$2000 deposit.

30. Citizens of the Commonwealth of Pennsylvania are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

31. The Commonwealth has reason to believe that Defendants have used, are using, or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

32. The Commonwealth believes and therefore avers that there are additional consumers who have not filed complaints with the Bureau and have also been harmed due to the methods, acts and practices of Defendants, which include, but are not limited to, those as alleged herein.

33. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the public is suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**COUNT I**  
**VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**DEFENDANTS 1843, STEFAN, SR., STEFAN, JR. and GERARD STEFAN**

**FAILED TO PROVIDE AND DELIVER GOODS  
OR SERVICES AS PROMISED TO CONSUMERS**

34. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

35. The Defendants required a down payment or deposit upon or within a short time after contracting with consumers for cemetery markers or monuments. Payment or deposit was also requested by Defendants for lettering, engraving or cleaning when contracting with consumers.

36. In most instances, the Defendants told consumers that lettering, inscriptions, markers or monuments that consumers had purchased would be completed and installed within a certain specified time frame. However, in certain instances, Defendants were significantly late in providing or delivering the services or the markers or memorials, or in certain instances, upon information and belief, to date have completely failed to provide certain cemetery services or products ordered.

37. In certain instances, when consumers inquired about the delay, the Defendants provided misleading or confusing information, explanations and/or excuses.

38. In certain instances, Defendants failed to comply with or follow through on representations made to consumers regarding completion or delivery dates with regards to the goods and services contracted to be performed and delivered.

39. In some instances, Defendants failed to provide timely refunds to consumers who were entitled to refunds.

40. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of

the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;”

(b). Section 201-2(4)(v), which prohibits “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;”

(c). Section 201-2(4)(ix), which prohibits “advertising goods or services with intent not to sell them as advertised;” and

(d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

41. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

42. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;"

2. Section 201-2(4)(v), which prohibits "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;"

3. Section 201-2(4)(ix), which prohibits "advertising goods or services with intent not to sell them as advertised;" and

4. Section 201-2(4)(xxi), which prohibits "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding".

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law

and any amendments thereto;

D. Permanently enjoining and prohibiting Defendants from engaging in trade and/or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves in any way the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering, in any capacity, including, but not limited to, as an owner, principal, director, manager, or employee;

E. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to Section 201-9 of the Consumer Protection Law.

**COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**DEFENDANTS 1843, STEFAN, SR., STEFAN, JR. and GERARD STEFAN  
SOLICITED CONSUMERS USING METHODS WHICH CREATED A  
LIKELIHOOD OF CONFUSION OR OF MISUNDERSTANDING**

43. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

44. In certain instances, upon information and belief, Defendants or their representatives implied or expressed to consumers that Defendants were affiliated, connected or associated with a cemetery and/or funeral home when Defendants were not so affiliated, connected or associated.

45. A consumer complained to the Bureau that her son received a call from Defendant Stefan, Jr. who stated that Doylestown Cemetery told him to call and that he does all the memorial stones for Doylestown Cemetery. When the consumer's son contacted Doylestown Cemetery, Doylestown Cemetery told the consumer that they never heard of Defendants, and they certainly did not tell them to call the consumer.

46. In another instance, a consumer began receiving voice messages on their home phone from "Jerry" who the consumer believes was Defendant Gerard Stefan. "Jerry" stated that his company always worked with Saints Philip and James church/cemetery and knew them well. "Jerry" also stated that he contacted the consumer because the church let him know about her loss. Later, two church employees advised the consumer that they had never heard of Defendants.

47. In one instance, it was a consumer's understanding from a discussion with Defendant Stefan, Jr. that he represented Union Hill Cemetery and Kuzo & Grieco Funeral Home in Kennett Square, PA. The consumer called Kuzo & Grieco Funeral Home and was told

that the funeral home did not recommend Defendants and has not done so for over a year.

48. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

(a). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;

(b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;

(c). Section 201-2(4)(v), which prohibits “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have”; and

(d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding”.

49. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each

violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

50. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;"

2. Section 201-2(4)(iii), which prohibits "causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another;"

3. Section 201-2(4)(v), which prohibits "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that



they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;" and

4. Section 201-2(4)(xxi), which prohibits "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding;"

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and any amendments thereto;

D. Permanently enjoining and prohibiting Defendants from engaging in trade and/or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves in any way the advertising, marketing, selling and/or providing cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering, in any capacity, including, but not limited to, as an owner, principal, director, manager, or employee;

E. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a violation of the Consumer Protection Law involving consumers aged sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation

costs in this matter; and

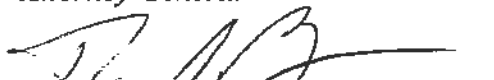
H. Granting such other general, equitable and/or further relief as the Court deems just and proper, including without limitation the appointment of a receiver pursuant to Section 201-9 of the Consumer Protection Law.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA  
*JOSH SHAPIRO*  
*Attorney General*

Date: 8-11-2021

By:



THOMAS J. BLESSINGTON  
*Senior Deputy Attorney General*  
PA Attorney I.D. No. 36674  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560 2494  
Email: [tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)

**VERIFICATION**

I, Samantha Joyce hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 8/09/2021

  
Samantha Joyce  
Consumer Protection Agent

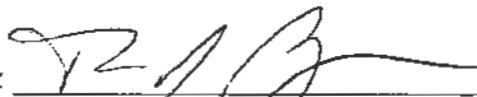
**IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY  
CIVIL TRIAL DIVISION**

<hr style="border: 0.5px solid black;"/>	:	
<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>Acting by Attorney General Josh Shapiro</b>	:	
	:	<b>No. _____</b>
<b>Plaintiff</b>	:	
<b>v.</b>	:	
	:	
<b>1843, LLC, d/b/a Limestone by Stefan</b>	:	<b>CIVIL ACTION –EQUITY</b>
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, SR., individually and</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GREGORY J. STEFAN, JR., individually,</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GERARD STEFAN, individually</b>	:	
<b>d/b/a Limestone by Stefan,</b>	:	
<b>101 W. Eagle Road, Suite 214</b>	:	
<b>Havertown, Pennsylvania 19083</b>	:	
	:	
<b>Defendants</b>	:	
<hr style="border: 0.5px solid black;"/>	:	

**CERTIFICATE OF COMPLIANCE**

I certify that this Consent Petition for Final Decree complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 8-11-2021

By: 

Thomas J. Blessington  
Senior Deputy Attorney General  
Attorney I.D. Number 36674  
tblessington@attorneygeneral.gov  
Pennsylvania Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Fax: (215) 560- 2494  
*Attorney for Plaintiff*

# **EXHIBIT G**

1843  
Memorials



September 25, 2021

Dear Customer:

In response to your inquiry, we write to provide you with an update on the status of your order.

First and foremost, we apologize for the delay and know that it is important to you to have the memorial for your loved one in place. We are working to get that accomplished, but certain events have prevented us from achieving that result.

One of the reasons our customers come to us is that ours is a family business. Along with the good, there can be bad to that, such as when illness strikes the family. That occurred with our family, and frankly it set us back a good bit. While others in the family tried to work through it, the unfortunate result for our customers has been delay.

Additionally, and more recently, there have been issues created by the global supply chain shutdown. A majority of the vendors in the industry have been shut down or slowed down.

We cite these events not as an excuse, but rather for the reason for the delays. And those reasons continue into the present, so we cannot yet give you a definitive date for the setting of your memorial. Please know that we are working diligently, within the restrictions that still exist, to address this situation.

We appreciate your patience, as we continue to get through the backlog of orders. We will notify you when your memorial is expected.

Thank you for your business,

1843 Memorials

101 W. Eagle Rd. Ste. 214

Havertown, PA 19083

1 (844) 355-1843

info@1843memorials.com

# **EXHIBIT H**



LAW OFFICES OF  
CHRISTIAN J. HOEY, ESQUIRE, LLC  
50 DARBY ROAD  
PAOLI, PA 19301-1416

cjhoey@hoeylegal.com  
Hoeylegal.com

TELEPHONE (610) 647-5151  
FAX (610) 644-3273

January 14, 2022

**VIA EMAIL & REGULAR MAIL**

[tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)

Office of the Attorney General  
c/o Thomas J. Blessington, Esquire  
1600 Arch Street, Third Floor  
Philadelphia, PA 19103

**Re: Commonwealth of Pennsylvania vs. 1843, LLC, et al.**

Dear Tom:

It was a pleasure speaking with you on January 5, 2022. I write in response to our conversation regarding your inquiry as to the manner by which Gregory and Gerald Stefan continue to conduct business in the Commonwealth of Pennsylvania. May the following correspondence serve as a summary of the current business endeavors of the Stefan's. As for 1843 Memorials, please know that the entity no longer conducts any new business. New business is defined as active memorial sales, sales solicitation and/or seeking new customers for memorial related sales and service. 1843 Memorials remains active **only** to serve those pre-existing 1843 Memorial clients who purchased memorials and/or services through 1843 Memorials and have yet to receive their product/service.

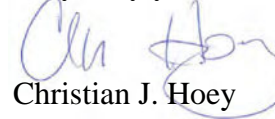
Currently, Gregory and Gerald Stefan provide third party sales services for Colonial Memorials. Colonial Memorials was formed to provide assistance to 1843 to eliminate its backlog of orders sold to customers, and neither Gerald nor Gregory have any control over the cash or finances of Colonial Memorials. Colonial Memorials has no employees and utilizes a third-party chief financial officer, bookkeeper and operations manager. Service Fees are paid by Colonial Memorials to 1843 Memorials monthly, and to the extent possible, the funds are used to complete open 1843 Memorial orders from customers, As noted above, this arrangement has lead to the satisfaction of the ongoing operation of Colonial Memorials as described above, it is anticipated that the Stefan's endeavor to resolve all business related disputes, open sales orders and open services orders.

In order to more efficiently address and resolve open complaints/open sale orders/open services orders, I hereby request that you produce upon receipt each and every complaint made against the Stefan's and/or 1843 Memorials as you receive them. It is easier for the Stefan's to categorize and prioritize these complaints and existing open orders when they know this information as soon as possible. This will confirm that you have agreed to forward those complaints upon receipt to my attention at [cjhoey@hoeylegal.com](mailto:cjhoey@hoeylegal.com). I assure you that the Stefan's will act promptly to resolve all open complaints/open sales order/open services orders and prioritize those complaints which require immediate attention.

I submit the following correspondence and action plan in the hopes that you and your superiors at the Office the Attorney General will consider allowing the Stefan's and Colonial Memorials to continue operation, unabated. I have worked extensively with Gregory and Gerald over the last ninety (90) days to create an aggressive and immediate action plan which has been quite successful. It is my hope and belief that the Colonial Memorials operation will lead to the accumulation of sufficient service fees to satisfy all open complaints/open sales order/open service orders related to the operation of 1843 Memorials and currently the subject of the above-noted civil action.

I am happy to provide additional information upon request. Again, please contact me at the above-noted extension to discuss this matter further in advance of taking any action against the Stefan's and/or their related business endeavors at Colonial Memorials.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Christian J. Hoey", written over a circular stamp or seal.

Christian J. Hoey

CJH:seh

cc: Gregory Stefan  
Gerald Stefan

# **EXHIBIT I**

Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

[File Number:](#) **5148120**      [Incorporation Date /](#) **2/17/2021**  
[Formation Date:](#) (mm/dd/yyyy)

[Entity Name:](#) **COLONIAL MEMORIALS, INC.**

[Entity Kind:](#) **Corporation**      [Entity Type:](#) **General**

[Residency:](#) **Domestic**      State: **DELAWARE**

**[REGISTERED AGENT INFORMATION](#)**

Name: **REGISTERED OFFICE SERVICE COMPANY**

Address: **614 N DUPONT HWY SUITE 210**

City: **DOVER**      County: **Kent**

State: **DE**      Postal Code: **19901**

Phone: **800-533-8113**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like  Status  Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

[site map](#) | [privacy](#) | [about this site](#) | [contact us](#) | [translate](#) | [delaware.gov](#)

# **EXHIBIT J**

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (<https://hub.business.pa.gov/login>)

Search entity / Select entity / **Order documents**

## Order Business Documents



Date: 03/16/2022

### Business Name History

Name	Name Type
COLONIAL MEMORIALS, INC.	Current Name

### Business Entity Details Officers

Name	COLONIAL MEMORIALS, INC.
Entity Number	7274197
Entity Type	Business Corporation
Status	Active
Citizenship	Foreign
Entity Creation Date	04/13/2021
Effective Date	04/13/2021
State Of Inc	DE
Address	1150 1st Avenue, Suite 501 KING OF PRUSSIA PA 19406 Montgomery

### Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account by clicking here ([/Account/Register\\_account](/Account/Register_account)).

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# **EXHIBIT K**



*We believe in*  
**Celebrating the life of your loved one**

Life is Beautiful

Choosing how to best memorialize is an important but difficult decision. We will engage your family in the design and development of the memorial, so everyone feels part of the process.





## Our Approach

---

We listen closely to discover the story of a loved one's life. We then take those sentiments and design memorials that the customer is most comfortable with. Family members are included in the process because we believe memorials are a family decision.



## Our Services

---

We custom design, craft, etch and set gravestones, monuments, mausoleums and markers. Our services also include etching intricate artwork on new and existing stones as well as cleaning, repair, maintenance, and restoration services.



### Our Promise

---

We deeply value each and every customer relationship and understand that choosing and creating a memorial is sentimental and emotional. Our customer promise is to deliver a personalized experience that best celebrates the life of your loved one.

## Telling the Story

We will meet with you where you are most comfortable to help you express the special story of your loved one. Beginning with a blank slate, every etching, every symbol and every word becomes an expression of enduring love. Crafting a memorial to mark the grave site of your loved one while meeting your special needs and working within the cemetery environment is our mission.



**1-800-789-1774**

Colonial Memorials, Inc. | 991 US Highway 22 West | Suite 200 | Bridgewater, NJ 08807

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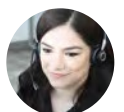
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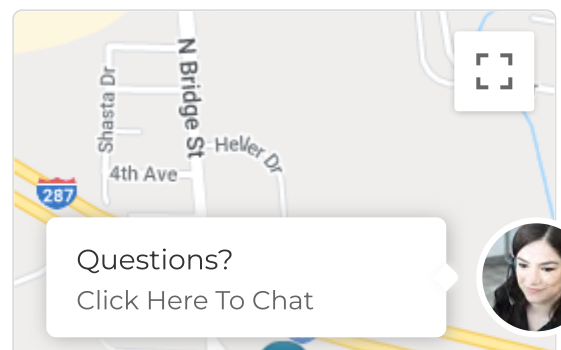
Minimum 6 month term applies for all plans.

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**PLATINUM PLUS PLANS:** Board rooms, seminar rooms and training rooms are not included in 16 hours of meeting room time.

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Take advantage of this incredible Bridgewater virtual office that's conveniently located near I-287, major state highways and just minutes away from the Bridgewater Post office. This virtual office offers 24 hour access, high speed internet access, mail



handling, temporary-use offices, staffed reception and much more. This virtual office in Bridgewater, NJ is just the thing for your business to excel.

## PHOTOS



## US Highway 22 West Virtual Office in Bridgewater, New Jersey

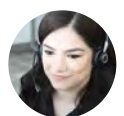
Whether you're a start-up in need of instant credibility or you are looking to expand, having an established office address will help accelerate growing reputability with clients. Our virtual office at 981 US Highway 22, Bridgewater, NJ 08807 can provide your business the respect it deserves.

### Bridgewater Business Center Virtual Office Features and Benefits

In addition to your professional location, keep growing your business with our experienced Live Receptionist service and mail forwarding options. We'll help you maintain professionalism while you get work done from anywhere.

- **A better call experience for your customers:** Your callers will receive the service and expertise they expect with our friendly, professional receptionists.
- **Guard your mobile phone number:** With a dedicated 411-listed business phone number, don't bother fielding personal and business calls from

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the same line. Display your number on your company's website and connect your team with the world through a market-leading Virtual Phone system.

- **Mail forwarding:** Using your business's address for mail safeguards your home from unwelcome junk mail and maintains your private personal address. Have your company mail sent to the address of your choosing for the postal rate plus a nominal handling fee.

Eager to grow your business's credibility? Alliance provides you and your business a comprehensive solution to virtual working. You'll receive a recognized Bridgewater business address, Live Receptionist services, mail forwarding, and a local phone number

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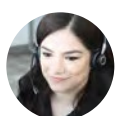


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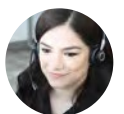


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# **EXHIBIT L**

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FAX (610) 644-3273

March 4, 2022

**VIA EMAIL ONLY**

[tblessington@attorneygeneral.gov](mailto:tblessington@attorneygeneral.gov)  
Office of the Attorney General  
c/o Thomas J. Blessington, Esquire  
1600 Arch Street, Third Floor  
Philadelphia, PA 19103

**Re: Commonwealth of Pennsylvania vs. 1843, LLC, et al.  
Delaware County Court of Common Pleas, No. CV-2021-6914**

Dear Mr. Blessington:

Regarding the above-noted matter, may the following correspondence constitute a formal reply to yours of January 28, 2022.

**Question No. 1: Do they Stefans have any contact with consumers?**

Yes. As independent agents of Colonial Memorials, Gregory and Gerald Stefan have direct contact with consumers during the course of their efforts at selling Colonial Memorials products and services.

**Question No. 2: What are the duties performed by Gregory and Gerald Stefan for Colonial Memorials?**

Gregory, Jr. and Gerald are independent sales representatives of cemetery products and services. They receive and deliver deposits and orders to Colonial Memorials for deposit and processing.

**Question No. 3: Is Gregory Stefan, Sr. involved in Colonial Memorials or 1843?**

Gregory, Sr., is an independent wholesale contractor that installs and cleans memorials. He provides those services to Colonial Memorials and 1843, LLC and additional companies. He does not have any retail sales contact or any contact with consumers.

**Question No. 4: Are there any employment or management agreements between Gregory Stefan, Gregory Stefan, Jr., Gerald Stefan and Colonial Memorials?**

Yes.

**Question No. 5: Please describe in detail what type of business Colonial Memorials is engaged in?**

Colonial Memorials is a retail company that sells cemetery products and services. There is a fluid service fee that is paid to 1843, LLC for the services that are provided. That fee is income that enables 1843, LLC to continue operations and deliver products and services relative to the order backlog.

**Question No. 6: Does Colonial Memorials sell goods or services to consumers?**

Yes. Colonial Memorials sell cemetery products and services to consumers.

**Question No. 8: Describe the relationship that the chief financial officer, bookkeeper and operations manager have at Colonial Memorials?**

The Colonial business model is based on outsourcing the management, marketing, sales, production and delivery of cemetery products and services. There have been multiple law firms, financial advisors, operations advisors and vendors that deliver products. The Stefans do not have financial or management or operational control of Colonial Memorials.

**Question No. 9: Does Gregory Stefan, Sr. have any control over the cash or finances of Colonial Memorials?**

No.

**Question No. 10: Please identify the owners, shareholders, members and/or directors of Colonial Memorials?**

Owner: Suzanne Stefan

**Question No. 11: Does Gregory Stefan, Sr., Gregory Stefan, Jr. or Gerald Stefan have any ownership of equity interest in Colonial Memorials?**

No.

**Question No. 12: What services are provided by 1843 to Colonial Memorials to earn monthly/bi-weekly/weekly fees?**

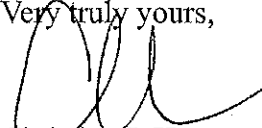
Sales of cemetery memorial products and services are provided by Gregory Stefan, Jr. and Gerald Stefan and fees for those services are paid to 1843, LLC by Colonial Memorials.

**Question No. 13: How does Colonial Memorials generate revenue in order to pay service fees to 1843?**

Colonial Memorials sells and delivers cemetery products, memorials and related cemetery services.

It is my hope that these answers satisfy any remaining concerns you may have regarding Gregory and Gerald's involvement with Colonial Memorials. I am available to you to resolve any remaining questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read 'CJH', with a long horizontal flourish extending to the right.

Christian J. Hoey

CJH:seh