

01-1135-CD  
CECELLIA SHAFFER et al "vs" CROWN CREST CEMETERIES, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

**FILED**

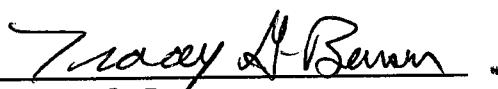
**NOTICE TO PLEAD**

**SEP 25 2001**

TO THE WITHIN NAMED PLAINTIFFS:

William A. Shaw  
Prothonotary

You are hereby notified to plead to the enclosed Answer and New Matter within twenty (20) days from service hereof or a default judgment may be entered against you.

  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Counsel for Defendant  
Crown Crest Cemeteries, Inc.

Dated: September 24, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

**FILED**

SEP 25 2001

**ANSWER AND NEW MATTER**

William A. Shaw  
Prothonotary

Defendant Crown Crest Cemeteries, Inc. ("Crown Crest"), by its counsel Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., hereby responds to the Complaint of Cecelia Shaffer and John R. Shaffer, as follows:

**ANSWER**

**COUNT I**

1. Defendant Crown Crest admits that Cecelia Shaffer is an adult individual residing at 724 West Front Street, Clearfield, Pennsylvania 16830. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in paragraph 1 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

2. It is admitted that defendant Crown Crest Cemeteries, Inc. is a Pennsylvania Corporation with its principal place of business located in the Borough of Clearfield,

Clearfield County, Pennsylvania. Any remaining allegations contained in paragraph 2 of the Complaint are denied, and proof thereof is demanded.

3. Defendant Crown Crest admits that Cecelia Shaffer is an individual and is the widow Ray C. Shaffer. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in paragraph 3 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

4. Defendant Crown Crest admits the allegations contained in paragraph 4 of the Complaint.

5. Defendant Crown Crest admits the allegations contained in paragraph 5 of the Complaint.

6. Defendant Crown Crest admits the allegations contained in paragraph 6 of the Complaint.

7. Defendant Crown Crest admits the allegations contained in paragraph 7 of the Complaint.

8. Defendant Crown Crest admits that the document appended to the Complaint as Exhibit D is a copy of the Family Protection Certificate issued by Crown Crest Cemeteries, Inc. to Ray C. Shaffer and Cecelia Shaffer by date of October 15, 1962, the terms of which speak for themselves. Any remaining allegations contained in paragraph 8 of the Complaint are denied.

9. Defendant Crown Crest admits that the Kevin A. Beardsley Funeral Home, Inc. was involved in the funeral arrangements for Ray C. Shaffer. Defendant Crown Crest

is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in paragraph 9 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

10. Defendant Crown Crest admits only that it was contacted by the Kevin A. Beardsley Funeral Home, Inc. and requested to open and close the grave of Ray C. Shaffer located within the Crown Crest memorial park, with respect to one of the grave sites purchased by Ray C. Shaffer and Cecelia Shaffer located within the Crown Crest memorial park. Any remaining allegations contained in paragraph 10 of the Complaint are denied.

11. Defendant Crown Crest admits the allegations contained in paragraph 11 of the Complaint.

12. Defendant Crown Crest admits that it furnished a burial vault in connection with the burial of Ray C. Shaffer, pursuant to the vault purchase contract previously entered into with Ray C. Shaffer and Cecelia Shaffer as alleged in the Complaint. Any remaining allegations contained in paragraph 12 of the Complaint are denied.

13. Defendant Crown Crest admits only that on May 15, 2001, it undertook to inter the casket containing the body of Ray C. Shaffer, in the burial vault supplied by defendant. Defendant Crown Crest denies every remaining allegation contained in paragraph 13 of the Complaint.

14. Defendant Crown Crest admits only that in connection with closing the grave of Ray C. Shaffer, the backhoe being used in that procedure fell on top of the burial vault,

damaging the vault and the casket containing Ray C. Shaffer. Any remaining allegations contained in paragraph 14 of the Complaint are denied pursuant to Pa.R.Civ.P. 1029(e).

15. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 15 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

16. Defendant Crown Crest admits only that following the accident involving the backhoe, John Shaffer came to the premises of the Crown Crest Cemetery. Any remaining allegations contained in paragraph 16 of the Complaint are denied pursuant to Pa.R.Civ.P. 1029(e).

17. Defendant Crown Crest admits only that as a result of the backhoe falling into the grave, the burial vault and casket containing Ray C. Shaffer sustained damage. Any remaining allegations contained in paragraph 17 of the Complaint are denied pursuant to Pa.R.Civ.P. 1029(e).

18. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 18 of the Complaint, said allegations are deemed to be denied and proof thereof is demanded.

19. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 19 of the Complaint, said allegations are deemed to be denied and proof thereof is demanded.

## COUNT II

### CECELIA SHAFFER V. CROWN CREST CEMETERIES, INC. ACTION FOR MENTAL ANGUISH

Defendant Crown Crest incorporates by reference herein its responses to paragraphs 1 through and including 19 of the Complaint, as though set forth in full.

20. Defendant Crown Crest denies each and every allegation contained in paragraph 20 of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

21. Defendant Crown Crest admits only that the damaged casket containing the body of Ray C. Shaffer was removed from the premises of the Crown Crest Memorial Park by Kevin Beardsley Funeral Home, Inc. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in paragraph 21 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

22. Defendant Crown Crest is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 22 of the Complaint, said allegations are deemed to be denied and proof thereof is demanded.

23. Defendant Crown Crest denies each and every allegation contained in paragraph 23 of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

24. Defendant Crown Crest denies each and every allegation contained in paragraph 24 of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

25. Defendant Crown Crest denies each and every allegation contained in paragraph 26 of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

**COUNT III**

**JOHN R. SHAFFER V. CROWN CREST CEMETERIES, INC.  
ACTION FOR MENTAL ANGUISH**

Defendant Crown Crest incorporates by reference herein its responses to paragraphs 1 through and including 25 of the Complaint, as though set forth in full.

26. Defendant Crown Crest admits only that plaintiff John R. Shaffer did view the grave and damaged casket containing the body of Ray C. Shaffer on the premises of the Crown Crest Memorial Park. Any remaining allegations contained in paragraph 26 of the Complaint are denied pursuant to Pa.R.Civ.P. 1029(e).

27. Defendant Crown Crest denies each and every allegation contained in paragraph 27 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

28. Defendant Crown Crest denies each and every allegation contained in paragraph 28 of the Complaint pursuant to Pa.R.Civ.P. 1029(c).

29. Defendant Crown Crest denies each and every allegation contained in paragraph 29 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

30. Defendant Crown Crest denies each and every allegation contained in paragraph 30 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

31. Defendant Crown Crest denies each and every allegation contained in paragraph 31 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

**NEW MATTER**

32. Defendant Crown Crest avers that plaintiffs have failed to state any claim upon which relief can be granted for negligence, mental anguish and/or punitive damages.

33. Defendant Crown Crest avers that plaintiffs have failed to state any claim upon which relief can be granted pursuant to any legal theory cognizable under Pennsylvania law.

34. Defendant Crown Crest avers that plaintiffs have not sustained some or all of the damages alleged in the Complaint.

35. Defendant Crown Crest avers that to the extent plaintiffs sustained some or all of the damages as alleged in the Complaint, which is denied, said damages were, in whole or in part, the result of decisions, preferences, or actions on the part plaintiffs or others for which defendant Crown Crest is not responsible.

36. Defendant Crown Crest avers that plaintiffs have failed to mitigate their damages as required by Pennsylvania law.

37. Defendant Crown Crest avers that to the extent that one or both of the plaintiffs suffered any injury, damage, hurt feelings, stress, agony or mental anguish as alleged in the Complaint, said conditions were the direct and proximate result of preferences, decisions and actions undertaken by one or both of the plaintiffs, which were not caused or required by any conduct on the part of this defendant or its employees, agents or servants.

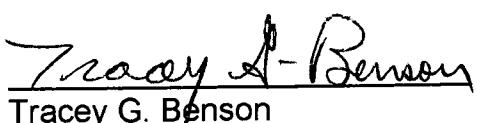
38. In the event that it is determined that plaintiffs sustained any injury or damages as alleged in the Complaint, which is denied, said injury or damages were caused, in whole or in part, by the actions, conduct, and decisions of third parties over whom this defendant had neither the opportunity, nor duty, of control.

39. Defendant Crown Crest denies that it breached any warranties made to one or both of the plaintiffs in connection with the sale of a burial site, vault, or the furnishing of grave opening and closing services.

40. Defendant Crown Crest avers that plaintiff John R. Shaffer lacks standing to sue for recovery of any of the damages or losses alleged in the Complaint.

41. Defendant Crown Crest avers that it and its servants, employees and/or agents acted at all times in a manner that was reasonable under the circumstances, in response to a sudden emergency that was neither created by, or exacerbated by, any conduct of Crown Crest or its servants, employees and/or agents.

WHEREFORE defendant Crown Crest Cemeteries, Inc. prays that the claims asserted against her by plaintiffs Cecelia Shaffer and John R. Shaffer, be dismissed, and that judgment be entered be entered in favor of this defendant and against the plaintiffs on all counts contained in the Complaint.



Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

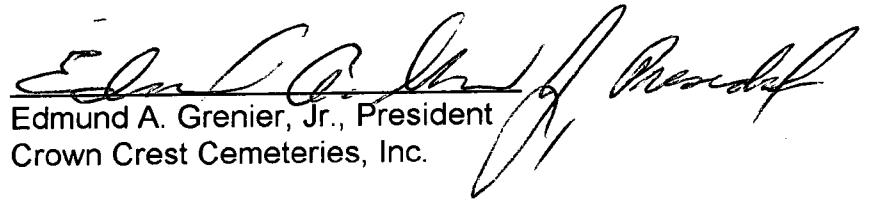
Counsel for Defendant  
Crown Crest Cemeteries, Inc.

Dated: September 24, 2001

**VERIFICATION**

I, **Edmund A. Grenier, Jr., President, Crown Crest Cemeteries, Inc.**, state that the facts contained in the foregoing **ANSWER AND NEW MATTER** are true and correct to the best of my knowledge, information and belief.

I make this Verification pursuant to 18 Pa.C.S.A. Section 4904 pertaining to unsworn falsification to authorities.

  
Edmund A. Grenier, Jr., President  
Crown Crest Cemeteries, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
 )  
 Plaintiffs, )  
 )  
 v. ) CIVIL ACTION NO. 01-1135-CD  
 )  
 CROWN CREST CEMETERIES, INC., )  
 )  
 Defendant. )

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **ANSWER AND NEW MATTER**, was  
hereby served by depositing the same within the custody of the United States Postal  
Service, First Class, postage prepaid, addressed as follows:

Joseph Colavecchi, Esq.  
Colavecchi Ryan & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

Tracey G. Benson  
Tracey G. Benson

Dated: September 24, 2001

**FILED**

SEP 25 2001  
M 150100  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CECELIA SHAFFER and JOHN R. SHAFFER, Plaintiffs No. 01 - 1135 - CD  
CIVIL DIVISION  
Vs. REPLY TO NEW MATTER  
CROWN CREST CEMETERIES, INC., Defendant Filed on Behalf of:  
Plaintiff, CECELIA SHAFFER and JOHN R. SHAFFER  
Counsel of Record for This Party:  
JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810  
COLAVECCHI RYAN & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

**FILED**

**OCT 03 2001**

**William A. Shaw  
Prothonotary**

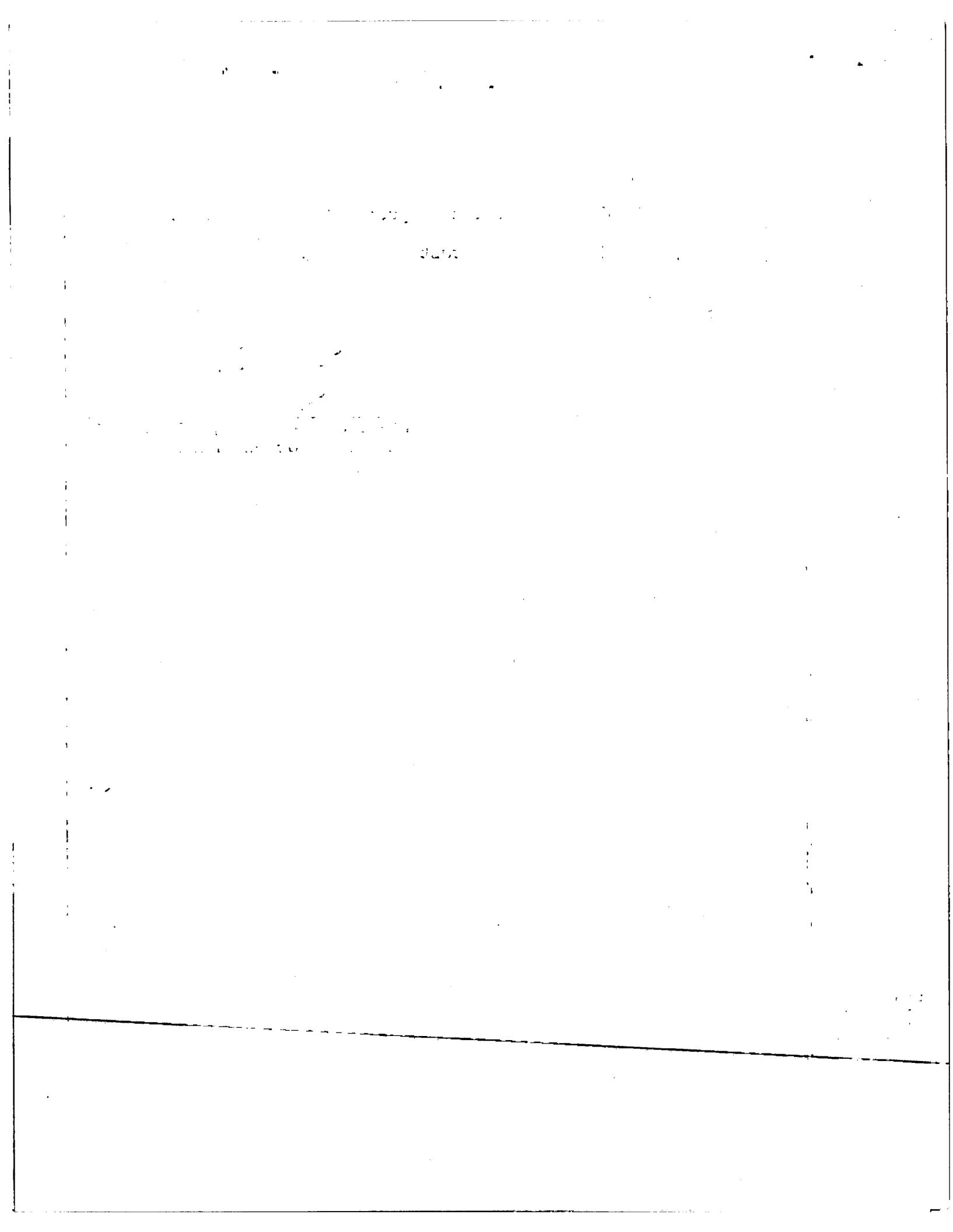
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CECELIA SHAFFER and JOHN R. SHAFFER, Plaintiffs : No. 01 - 1135 - CD  
Vs. :  
CROWN CREST CEMETERIES, INC., Defendant :

**REPLY TO NEW MATTER**

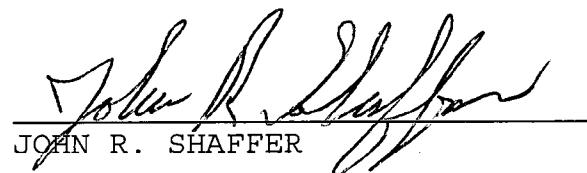
NOW COMES, Cecelia Shaffer and John R. Shaffer, Plaintiffs in this case, who, through their attorney, Joseph Colavecchi, Esquire, files their Reply to the New Matter of the Defendant as respectfully avers as follows:

32. Denied for the reasons as set forth in the Complaint.
33. Denied for the reasons as set forth in the Complaint.
34. Denied for the reasons as set forth in the Complaint.
35. Denied for the reasons as set forth in the Complaint.
36. Denied for the reasons as set forth in the Complaint.
37. Denied for the reasons as set forth in the Complaint.
38. Denied for the reasons as set forth in the Complaint.
39. Denied for the reasons as set forth in the Complaint.
40. Denied for the reasons as set forth in the Complaint.
41. Denied for the reasons as set forth in the Complaint.



**VERIFICATION**

I verify that the statements made in this Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



---

JOHN R. SHAFFER

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.

CIVIL DIVISION

No. 01 - 1135 - CD

CECELIA SHAFFER and JOHN R.  
SHAFFER,

Plaintiffs

vs.

CROWN CREST CEMETERIES, INC.,  
Defendant

REPLY TO NEW MATTER

**FILED**

OCT 03 2001

11:30 AM  
William A. Shaw  
Prothonotary

COLAVECCHI  
RYAN & COLAVECCHI

ATTORNEYS AT LAW  
221 EAST MARKET STREET  
(ACROSS FROM COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA 16830

**In The Court of Common Pleas of Clearfield County, Pennsylvania**  
Sheriff Docket # 11238

SHAFFER, CECELIA & JOHN R.

01-1135-CD

VS.

CROWN CREST CEMETERIES, INC.

**COMPLAINT**

**SHERIFF RETURNS**

NOW JULY 26, 2001 AT 1:31 PM DST SERVED THE WITHIN COMPLAINT ON CROWN CREST CEMETERIES, INC., DEFENDANT AT EMPLOYMENT, S. 2ND ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ED GREINER, OWNER/PIC A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

**SERVED BY: COUDRIET/RYEN**

---

**Return Costs**

Cost	Description
22.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

0122571  
JUL 31 2001  
E

William A. Shaw  
Prothonotary

Sworn to Before Me This

31<sup>st</sup> Day Of July 2001  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins  
Jay Marley Hays  
Chester A. Hawkins  
Sheriff

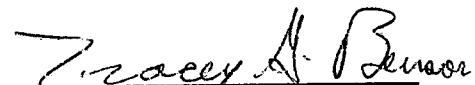
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

PRAECIPE FOR ENTRY OF APPEARANCE

To: William Shaw, Prothonotary  
Clearfield County, Court of Common Pleas

Kindly enter my appearance on behalf of defendant Crown Crest Cemeteries, Inc.  
in the above-captioned action. All papers may be served on the undersigned for purposes  
of this action.

  
Tracey G. Benson

**FILED**

AUG 08 2001

William A. Shaw  
Prothonotary

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
Telephone No. (814) 355-5474

Counsel for Defendant  
Crown Crest Cemeteries, Inc.

Dated: August 7, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **PRAECIPE FOR ENTRY OF APPEARANCE**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Joseph Colavecchi, Esquire  
Colavecchi Ryan & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

Tracey G. Benson  
Tracey G. Benson

Dated: August 7, 2001

FILED

7:26  
AUG 08 2001

1CC  
cc  
T. Benson

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
 )  
 Plaintiffs, )  
 )  
 v. ) CIVIL ACTION NO. 01-1135-CD  
 )  
 CROWN CREST CEMETERIES, INC., )  
 )  
 Defendant. )

**NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS  
AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Defendant, Crown Crest Cemeteries, Inc, intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

  
\_\_\_\_\_  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Attorney for Defendant  
Crown Crest Cemeteries, Inc.

**FILED**

DEC 03 2001

Dated: November 30, 2001

William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Cecelia Shaffer  
John R. Shaffer  
Plaintiff(s)

Vs.

\*

No. 2001-01135-CD

Crown Crest Cemeteries, Inc.  
Defendant(s)

\*

\*

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.22

TO: Kevin A. Beardsley Funeral Home, Inc. 113 North Third Street  
(Name of Person or Entity) Clearfield, PA 16830

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce  
the following documents or things:

SEE ATTACHMENT

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this  
subpoena, together with the certificate of compliance, to the party making this request at the address  
listed above. You have the right to seek in advance the reasonable cost of preparing the copies or  
producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days  
after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Tracey G. Benson, Esq.  
ADDRESS: 124 N. Allegheny Street  
Bellefonte, PA 16823  
TELEPHONE: (814) 355-5474  
SUPREME COURT ID # 34984  
ATTORNEY FOR: Crown Crest Cemeteries, Inc.

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

  
Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA

ATTACHMENT

Any and all documents, including invoices, pertaining to mortuary and/or funeral products and services rendered by the Kevin A. Beardsley Funeral Home, Inc. with respect to Ray C. Shaffer, deceased.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
 )  
 Plaintiffs, )  
 )  
 v. ) CIVIL ACTION NO. 01-1135-CD  
 )  
 CROWN CREST CEMETERIES, INC., )  
 )  
 Defendant. )

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **NOTICE OF INTENT TO SERVE**  
**SUBPOENA**, was hereby served by depositing the same within the custody of the United  
States Postal Service, First Class, postage prepaid, addressed as follows:

Joseph Colavecchi, Esquire  
Colavecchi Ryan & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson  
Tracey G. Benson

Dated: November 30, 2001

FILED

112-4284  
DEC 03 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
 )  
Plaintiffs, )  
 )  
v. ) CIVIL ACTION NO. 01-1135-CD  
 )  
CROWN CREST CEMETERIES, INC., )  
 )  
Defendant. )

**CERTIFICATE PREREQUISITE TO SERVICE OF  
A SUBPOENA PURSUANT TO RULE 4009.22**

As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Tracey G. Benson, Esquire certifies that:

- (1) a notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party at least twenty days prior to the date on which the subpoena is sought to be served;
- (2) a copy of the notice of intent, including the proposed subpoena, is attached to this certificate;
- (3) no objections to the subpoena have been received, and
- (4) the subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Attorney for Defendant  
Crown Crest Cemeteries, Inc.

Dated: February 6, 2002

**FILED**

**FEB 07 2002**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

**NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS  
AND THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Defendant, Crown Crest Cemeteries, Inc, intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made the subpoena may be served.

*Tracey G. Benson*  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Attorney for Defendant  
Crown Crest Cemeteries, Inc.

**FILED**  
mka  
DEC 8 2001

William A. Shaw  
Notary

Dated: November 30, 2001

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Cecelia Shaffer

John R. Shaffer

Plaintiff(s)

Vs.

\* No. 2001-01135-CD

Crown Crest Cemeteries, Inc.

Defendant(s)

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE  
4009.22

TO: Kevin A. Beardsley Funeral Home, Inc. 113 North Third Street  
(Name of Person or Entity) Clearfield, PA 16830

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce  
the following documents or things:

SEE ATTACHMENT

(Address)

You may deliver or mail legible copies of the documents or produce things requested by this  
subpoena, together with the certificate of compliance, to the party making this request at the address  
listed above. You have the right to seek in advance the reasonable cost of preparing the copies or  
producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days  
after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Tracey G. Benson, Esq.

ADDRESS: 124 N. Allegheny Street  
Bellefonte, PA 16823

TELEPHONE: (814) 355-5474

SUPREME COURT ID # 34984

ATTORNEY FOR: Crown Crest Cemeteries, Inc.

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

William A. Shaw  
Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

ATTACHMENT

Any and all documents, including invoices, pertaining to mortuary and/or funeral products and services rendered by the Kevin A. Beardsley Funeral Home, Inc. with respect to Ray C. Shaffer, deceased.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **NOTICE OF INTENT TO SERVE SUBPOENA**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Joseph Colavecchi, Esquire  
Colavecchi Ryan & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson  
Tracey G. Benson

Dated: November 30, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CECELIA SHAFFER and JOHN R. )  
SHAFFER, )  
Plaintiffs, )  
v. ) CIVIL ACTION NO. 01-1135-CD  
CROWN CREST CEMETERIES, INC., )  
Defendant. )

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Certificate Prerequisite to Service of a Subpoena Pursuant to Rule 4009.22, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Joseph Colavecchi, Esq.  
Colavecchi, Ryan & Colavecchi  
221 E. Market Street  
P.O. Box 131  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: Tracey G. Benson  
Tracey G. Benson

Dated: February 6, 2002

FILED NO  
M 12/13 2002 CC  
FEB 07 2002  
1  
KOT

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CECELIA SHAFFER and JOHN R.  
SHAFFER,

Plaintiffs

Vs.

CROWN CREST CEMETERIES, INC.  
Defendant

CIVIL DIVISION

No. 01 - 1135 - CD

PRAECIPE TO DISCONTINUE

Filed on Behalf of:

Plaintiffs, CECELIA SHAFFER  
and JOHN R. SHAFFER

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

COLAVECCHI & COLAVECCHI  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED *No cc*  
*03/54/01*  
JUN 28 2001 *No Certificate*  
*W.A. Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*W.A. Shaw*  
*Requested*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

CECELIA SHAFFER and JOHN R.  
SHAFFER

Plaintiff

\*

Case No. 01 - 1135 - CD

Vs.

\*

\*

\*

\*

CROWN CREST CEMETERIES, INC.

Defendant

\*

\*

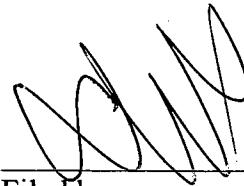
Praecipe to Discontinue

To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

06/28/07

Date



Filed by:

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Cecelia Shaffer and  
John R. Shaffer  
221 East Market Street  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CECELIA SHAFFER and JOHN R. :  
SHAFFER, : No. 01 - CD  
Plaintiffs: :  
: JURY TRIAL DEMANDED  
Vs. :  
: CROWN CREST CEMETERIES, INC., :  
Defendant :  
:

NOTICE

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 by the Court 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 East Market Street  
Clearfield, PA 16830  
814/765-2641 Extension 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CECELIA SHAFFER and JOHN R. :  
SHAFFER, : No. 01 - - CD  
Plaintiffs:  
: JURY TRIAL DEMANDED  
Vs. :  
: CROWN CREST CEMETERIES, INC., :  
Defendant :

**COMPLAINT  
COUNT I**

1. Plaintiffs are:

a. Cecelia Shaffer an individual residing at 724 West Front Street, Clearfield, Pennsylvania 16830.

b. John R. Shaffer an individual residing at 724 West Front Street, Clearfield, Pennsylvania 16830.

2. Defendant is Crown Crest Cemeteries, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of P.O. Box 129, Reynoldsville, Pennsylvania 15851.

3. Cecelia Shaffer is an individual and is the widow of Ray C. Shaffer who died on May 11, 2001. John R. Shaffer is the son of Ray C. Shaffer.

4. Defendant is the owner and operator of a cemetery known as Crown Crest Memorial Park located at Hyde, Clearfield County, Pennsylvania and is engaged in the business of selling burial spaces for the exclusive purpose of the burial of bodies of deceased persons and in the business of selling burial vaults and also in the business of opening and closing graves on said spaces.

5. On or about December 10, 1965, Crown Crest Cemeteries, Inc., sold to Ray C. Shaffer and his wife, Cecelia Shaffer, the right of interment in Crown Crest Cemeteries, Inc., as set out in the Indenture No. 2695 attached to this Complaint and marked Exhibit "A".

6. On or about April 4, 1999, Ray C. Shaffer and Cecelia Shaffer entered into a contract with Crown Crest Cemeteries, Inc., to purchase burial vaults from them at a cost of Three Thousand Four Hundred Dollars (\$3,400.00). A copy of the contract is attached hereto and marked Exhibit "B".

7. A Warranty Certificate for a deluxe burial vault was issued to Ray C. and Cecelia Shaffer through Certificate No. 079 and No. 080. A copy of said Warranty Certificate is attached to this Complaint and marked Exhibit "C".

8. Ray C. Shaffer and Cecelia Shaffer also purchased perpetual care for the cemetery lots and had a Family Protection Certificate dated October 15, 1962, issued to them, a copy of which is attached to this Complaint and marked Exhibit "D".

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9. On May 11, 2001, Ray C. Shaffer passed away. At that time, Cecelia Shaffer retained Kevin A. Beardsley Funeral Home, Inc., to handle the burial services for her deceased husband, Ray C. Shaffer.

10. Kevin A. Beardsley Funeral Home, Inc., at the request of Cecelia Shaffer contacted Crown Crest Cemeteries, Inc., to retain their services to open and close the grave of Ray C. Shaffer at Crown Crest Memorial Park, this being one of the grave lots purchased by Ray C. Shaffer and his wife, Cecelia Shaffer, from Crown Crest Cemeteries, Inc., under the Indenture dated December 10, 1965.

11. A check was then issued by Kevin A. Beardsley Funeral Home, Inc., in the amount of Five Hundred Ninety Dollars (\$590.00) to Crown Crest Cemeteries, Inc., which was delivered to them on the day of the burial.

12. At the time of the burial of Ray C. Shaffer, a burial vault was utilized as purchased from Crown Crest Cemeteries, Inc., and as indicated through the Warranty Certificate attached hereto and marked Exhibit "C" which sets out that the vault would be installed at such time as it was to be used.

13. On the day of the burial on May 13, 2001, Defendant utilized the burial vault for the casket in which the body of Ray C. Shaffer was interred. Crown Crest Cemeteries, Inc., placed the

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vault in their equipment preparatory to interring the body and closing the grave.

14. The manner of the burial was handled in such a negligent manner that the backhoe came into the grave and the backhoe fell on top of the vault and casket smashing it with the body inside the casket.

15. Representatives of Kevin Beardsley Funeral Home, Inc., witnessed the backhoe going on top of the burial vault and casket and smashing it.

16. John Shaffer, the son of Ray C. Shaffer and Cecelia Shaffer, was notified and came to the cemetery.

17. It was discovered that the vault and casket were smashed on top of the body of Ray C. Shaffer. John Shaffer advised his mother Cecelia Shaffer of what happened. They then had the body of Ray C. Shaffer removed from Crown Crest Cemetery.

18. The family then purchased a lot from Clearfield Cemeteries Company by Indenture dated May 17, 2001. Ray Shaffer was then buried at Hillcrest Cemetery. A copy of the Agreement with Clearfield Cemetery Companies is attached hereto and marked Exhibit "E".

19. The cost for the new lots at Hillcrest Cemetery was Seven Hundred Fifty Dollars (\$750.00). The cost of the new vault was Three Thousand Eight Hundred Seventy-five Dollars (\$3,875.00) for

a total of Four Thousand Six Hundred Twenty-five Dollars (\$4,625.00).

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of Four Thousand Six Hundred Twenty-five Dollars (\$4,625.00) representing the cost of the cemetery lots and the new vault, plus interest and costs.

**COUNT II**  
**CECELIA SHAFFER VS. CROWN CREST CEMETERIES, INC.**  
**ACTION FOR MENTAL ANGUISH**

Paragraphs 1 through 19 are incorporated herein by reference thereto.

20. When John Shaffer told his mother Cecelia Shaffer about what happened, they felt it was necessary to remove the body from Crown Crest Cemetery and have the body of Ray C. Shaffer reinterred in another cemetery. As a direct and proximate result of the actions of the Defendant, Cecelia Shaffer suffered injury and damage to her peace, feelings, and happiness and has been caused extreme stress, agony and mental anguish, all to Plaintiff's damage.

21. The body was removed and taken back to Kevin Beardsley Funeral Home, Inc. At that time the body was viewed once again by John R. Shaffer. He then went to his mother, Cecelia Shaffer, and he related to her what happened. After Cecelia Shaffer recovered,

she went with her son, John R. Shaffer, to the funeral home the following day at which time she once again viewed her husband who had been buried earlier.

22. There was a reinterment of the body of Ray C. Shaffer on May 18, 2001, at Hillcrest Cemetery.

23. As a result of the negligence of the Defendant, Cecelia Shaffer was made to go through the agony of the burial of her husband twice. She had to view the body once again, causing injury and damage to her peace, feelings and happiness and has been caused extreme stress, agony and mental anguish, all to Plaintiff's damage.

24. The actions of Defendant were so careless as to amount to being willful and malicious and to require payment from Defendant of an amount for punitive damages.

25. Plaintiff suffered emotional trauma and shock as a result of the actions of Defendant.

WHEREFORE, Plaintiff demands damages from Defendant in an amount in excess of Twenty Thousand Dollars (\$20,000.00).

**COUNT III**  
**JOHN R. SHAFFER VS. CROWN CREST**  
**CEMETERIES, INC.**  
**ACTION FOR MENTAL ANGUISH**

Paragraphs 1 through 19 are incorporated herein, by reference thereto.

26. John R. Shaffer, the son of Ray C. Shaffer, was called by Beardsley Funeral Home, Inc., to view the grave and the fact that the backhoe had smashed through the vault and casket of Ray C. Shaffer.

27. It was necessary for John R. Shaffer to make arrangements to have the backhoe removed from the damaged vault and casket and to have the body removed from the grave at Crown Crest Cemeteries, Inc.

28. It was then necessary for John R. Shaffer to view the body of his father, Ray C. Shaffer, at Beardsley Funeral Home and to make new arrangements for the burial of his father at Hillcrest Cemetery.

29. John R. Shaffer viewed the body of his father once again and then went through the burial of his father once again at Hillcrest Cemetery.

30. John R. Shaffer was present and observed the disinterment and the new viewing of his father's burial and the new interment which caused Plaintiff severe shock and injury to his nervous system, emotional trauma, great mental and nervous pain, anguish and suffering, all to Plaintiff's damage.

31. The acts of the Defendant were so careless as to amount to being willful and malicious and to require payment from Defendant of an amount for punitive damages.

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CLEARFIELD, PA

WHEREFORE, Plaintiff demands damages from Defendant in an amount in excess of Twenty Thousand Dollars (\$20,000.00).

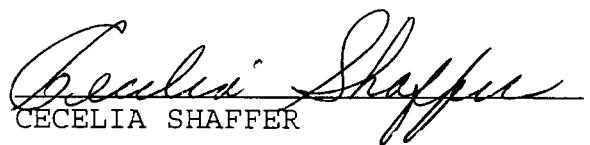


JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



CECELIA SHAFFER

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

# This Indenture

Made this 10th day of December in the year of our Lord nineteen hundred and sixty-five, between CROWN CREST CEMETERIES INC., a corporation of the State of Pennsylvania, having its office and principal place of business at Clearfield, Clearfield County, Pennsylvania, party of first part, Grantor, and Ray C. Shaffer and his wife Cecelia Shaffer AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, of Clearfield, Pennsylvania, parties of the second part, Grantee.

Witnesseth:

THAT the CROWN CREST CEMETERIES INC., for and in consideration of the sum of One (\$1.00) & other considerations Dollars, lawful money of the United States of America, well and truly paid by the said parties of the second part at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said parties of the second part their heirs and assigns, the exclusive right of interment or sepulture in

Lot No. 71 . . . . Grs. 5 & 6, Section No. H

Lot No. 72 . . . . Grs. 1 & 2 Section No. H

belonging to the party of the first part and located in CROWN CREST MEMORIAL PARK, situate in the Township of Lawrence, County of Clearfield and State of Pennsylvania, and being so designated and shown on map or plan of said CROWN CREST MEMORIAL PARK.

TO HAVE AND TO HOLD the said exclusive right of interment and burial in the lot aforesaid, unto the said parties of the second part, their heirs and assigns forever, for use only as a place of interment or sepulture for the deceased of the Human Race, and to and for no other use, intent or purpose whatsoever, and subject to all of the provisions of the By-Laws and Rules and Regulations now in force, or which may hereafter be from time to time adopted by the party of the first part, limiting, regulating and defining the use of such burial space and access thereto, and the use of driveways, streets and paths of all of said Memorial Park, as now in existence or may hereafter be plotted, created and constructed, and subject to the right of the party of the first part, its successors and assigns, at all times to change or relocate said driveways, streets and paths of all of the said Memorial Park and this grant is made subject to faithful compliance by the parties of the second part with all of the provisions of said By-Laws, Rules and Regulations and that upon any breach or violation thereof this grant and all rights, liberties and privileges arising therefrom shall cease and determine.

The right to the use of the burial space hereby sold and granted may be assigned or transferred only by and with the consent of the party of the first part, its successors or assigns, evidenced only by an indenture, made, executed and delivered in exchange herefor.

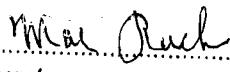
The said party of the first part hereby covenants with the parties of the second part, their heirs and assigns, to set aside at least 15% of the consideration or price hereinabove acknowledged to have been paid in a fund to be known and designated as CROWN CREST MEMORIAL PARK ENDOWMENT FUND of CLEARFIELD, PENNSYLVANIA, the income whereof shall be used and applied to the perpetual care and beautification of the burial space hereby granted and all other space constituting a part of the said CROWN CREST MEMORIAL PARK in Lawrence Township, Clearfield County, Pennsylvania, including the repair and maintenance of all buildings, drives, walks, lawns, trees and structures within and upon the said CROWN CREST MEMORIAL PARK.

In Witness Whereof, the said CROWN CREST CEMETERIES INC., has caused these presents to be signed in its corporate name by its President or Vice-president, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

CROWN CREST CEMETERIES INC.

ATTEST:

By   
President

  
Secretary

SECURITY AGREEMENT/LIEN CONTRACT, Dated 4/4/99

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate <u>0</u> %	The dollar amount the credit will cost you <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	The total cost of your purchase on credit, including your downpayment <u>0</u>

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due	e means an estimate
<u>0</u>	\$ <u>0</u>	Monthly, beginning	

Filing Fee: \$ 0

Prepayment: If you pay off early, you will not have to pay a penalty.

See your Contract below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

In this Contract,

we are

the Seller.

CROWN CREST CEMETERIES, INC. P.O. BOX 129

REYNOLDSVILLE, PA 15851

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

Name(s): RAY C. & CECELIA SHAFFER - 724

Business Address:

Name(s) Address Zip Code

If there is more than one Buyer, each of you will be obligated, separately and together, for all sums due us at the performance of all agreements as provided in this Contract. The terms shown in the boxes above are part of this Contract.

Under the terms of this Contract, you have agreed to purchase the following property and its extra equipment, which is called the "Goods" in this Contract.

A	Grave Space(s)	Block	Section
B	Mausoleum Space(s)	Section	
C	Niche Space(s)	Section	Level
D	Cremation Vault(s) and Urn(s)		
E	Regular Adult Size Burial Vault(s)		<u>1490.00</u>
F	Memorial(s)		<u>195.00</u>
G	Granite Base(s)	<u>70817 - WITH VASE</u>	<u>3.00 INC.</u>
H	Opening & Closing Charges		<u>0</u>
I	Processing & Documentation		<u>25.00</u>
J	Miscellaneous		<u>0</u>

You have traded in the following property:

Description Gross Allowance Still Owing Net Trade-In/Credits

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident &amp; Health Insurance are available to anyone buying credit insurance below. Joint Credit Life Insurance is available to both Buyers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing you want Single Credit Life Insurance, which costs:

\$ 0By signing you want Single Credit Accident & Health Insurance, which costs: \$ 0By signing, you both want Joint Credit Life Insurance, which costs: \$ 0

What are your ages?

Signature of Buyer to be insured for Single Credit Life Insurance

N/A

Signature of Buyer to be insured for Single Credit Accident &amp; Health Insurance

N/AWhat is your age? N/A YearsWhat is your age? N/A Years

Insurer: SECURITY OF AMERICA LIFE INSURANCE COMPANY, Reading, PA

 OtherYou agree to buy from the Seller, the following bronze item(s) 44X13 Size ROSE Design 1 Round upright Rose including Family names, emblems, drilled and tapped for future dates (scrolls), to be completed and paid for a time of need. PARADISE HILLS  
 OPEN BIBLE

Lot owner - If other than Buyer

 TOGETHER FOREVER INSTALL RAY C 1929  MEMORIAL INSRIPTION CECELIA  STORESHAFFER - 1932 -The selling price of the above mentioned bronze item(s) includes the installation, foundation and any necessary future resetting. For said installation and service, the amount of \$ 0 is included in the selling price of the bronze item(s), the same to be installed on Block 0 Section 0 Lot # 0 Graves 0. There may be a charge for shipping from factory to cemetery.

PAYMENT SCHEDULE: You agree to pay us the total Sale Price for the Goods by making the Total Downpayment and paying us the Amount Financed, plus interest, in the number and amount of monthly payments shown in the Payment Schedule. Payments are due on or before the same day of each month as the first payment date. Payments must be made at any office of:

**HOW THE FINANCE CHARGE IS COMPUTED:** The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown above has been computed on the assumption that all installments will be received on their scheduled due dates. If any installment is late, you will be obligated to pay more Finance Charge than is shown because of the additional interest which accrues. If you pay early, the Finance Charge will be less. The amount of the increase or decrease will be due with the last payment, which will be modified accordingly. You may prepay all or any part of the balance due at any time, without penalty or premium, but you still must make monthly payments as they come in.

**SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you grant us a security interest in the Goods, in all parts (called "accessions") attached to the Goods at any later time, and in any proceeds of the Goods, including insurance proceeds. If a security agreement or mortgage covering other property you

own now exists between you and us, we waive the right to treat that other property as security for repayment of this Contract. You acknowledge our right of set-off in any of your property which is in our possession at any time.

**NO WARRANTIES: THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, GIVEN BY SELLER IN CONNECTION WITH THE SALE OF THE GOODS AND SERVICES COVERED BY THIS CONTRACT, UNLESS YOU HAVE BEEN GIVEN A SEPARATE WRITTEN WARRANTY.**

**ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO READ THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.**

**NOTICE TO BUYER: (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS CONTRACT. (3) UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF CHARGE.**

By signing below, we agree to sell the Goods to you under the terms of this Contract. We also assign this Contract to the "Assignee" named above in accordance with the Assignment on the reverse side:  WITHOUT REOURSE;  WITH FULL REOURSE;  WITH REPURCHASE

SELLER CROWN CREST CEMETERIES, INC. (SEAL)

BY: Jerry W. Howell (SEAL)

**YOU ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS CONTRACT AND INTEND TO BE LEGALLY BOUND BY ITS TERMS.**

BUYER Ray C. Shaffer (SEAL)BUYER Cecelia Shaffer (SEAL)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM BELOW FOR AN EX-**

Exhibit

"B"

**CROWN CREST CEMETERIES, INC.**  
**WARRANTY CERTIFICATE**  
**DELUXE BURIAL VAULT**

This is to certify that the CROWN CREST MEMORIAL PARK DELUXE BURIAL VAULT herein recorded has been constructed of quality, pre-tested, waterproofed concrete and is steel reinforced throughout.

We further certify that each CROWN CREST MEMORIAL PARK DELUXE BURIAL VAULT contains an all weather sealer that will withstand temperatures ranging from 250° to minus 180° (Fahrenheit) and will not deteriorate with age.

We further certify that each CROWN CREST MEMORIAL PARK DELUXE BURIAL VAULT will withstand the natural pressures of earth and protect the casket from outside underground elements. Should this vault, at any time in the future, be found defective, a new vault will be supplied without charge.

This certificate of warranty further shows that

Ray C. & Cecelia Shaffer  
has/have purchased and completed payment in full for  
Two vault(s) under agreement of purchase dated  
April 4, 1999 and that the  
vault(s) will be installed at such time as they are to be used.

*Brenda R. Henniger*  
Authorized Signature & Title

Secretary/Treasurer

Certificate # 079 & # 080

# CROWN CREST MEMORIAL PARK

Crown Crest Cemeteries, Inc.

*Burial Estates with Perpetual Care*

Clearfield, Pa.

\*\*\*

## Family Protection Certificate

Time 8:30 A.M.

Date 15 Oct 1962

It is agreed that this family protection certificate is delivered now to  
(1) Ray C. Schaffer (Husband) and/or (2) Cecelia Schaffer (Wife)

and is in immediate effect upon the following conditions; namely, that

- (1) The parties of the above original signatures declare that they are man and wife and now in good health and have not attained their 65th birthdays.
- (2) The benefits of this protective certificate shall be in effect upon the decease of the first (1) named above when \$30.00 of the offer price shall have been paid and for the decease of the second (2) named above when a total of \$60.00 of the offer shall have been paid.
- (3) This protection to remain in force requires that all monthly deposits shall be up to date, unless extensions of deposits are granted by the cemetery in writing.
- (4) Provided the deposits specified in the purchase agreement are not delinquent, interments may be made and additional deposits shall be required only in accordance with the monthly terms stated in the purchase agreement.
- (5) The cemetery agrees to deliver to the survivor of the above named, or their heirs, a Certificate of Ownership, paid in full, in the event of the death of either named during the time limit of the purchase agreement, provided that the deposits required above under item 2 are completed.

CROWN CREST CEMETERIES, INC.

*George S. Smith, Owner*  
Representative for Advertising Program

Exhibit

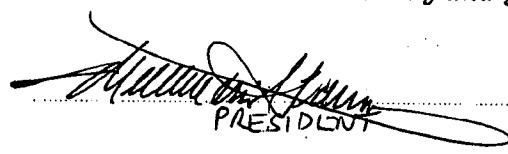
"D"

No. 2065

This Indenture, Made the 17th day of May  
in the year of our Lord <sup>TWO</sup> thousand nine hundred and one (2001)  
Between WILLIAM A. FRANSON, PRESIDENT of the Clearfield  
Cemetery Company of the one part, and CECELIA SHAFFER  
of 724 W. FRONT ST. CLEARFIELD, PA. 16830 of the other part.  
Witnesseth. That the said parties of the first part, for, and in consideration of the sum of SEVEN HUNDRED  
FIFTY AND NO/100 — (\$750.00) to them in hand well and truly paid at and before the sealing  
and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, assigned, bargained and  
sold, and hereby absolutely do grant, assign, bargain and sell, unto the said CECELIA SHAFFER  
heirs, executors and administrators, the full, free and absolute right of sepulture, and the exclusive use, occupation  
and possession for that purpose, in, to and upon a certain lot or piece of ground in the  
Clearfield Cemetery, which lot or piece of ground is situated as follows: Section 55  
No. 2-B Size 8' x 16' as per survey of the said Clearfield Cemetery Co., together with all and  
singular privileges and appurtenances thereto belonging, and every part and parcel thereof, to have and to hold  
the same and in every part and parcel thereof, to the said CECELIA SHAFFER  
heirs, executors and administrators, to their own sole use, benefit and advantage forever.  
Provided, always, and it is hereby expressly agreed, stipulated and understood, by and between the parties to  
these presents, that the said right of sepulture and privileges hereby granted, are and shall be at all times held and  
enjoyed under and subject to the provisions of the Charter of the incorporation of The Clearfield Cemetery Co. and  
of the By-Laws, Rules and Regulations of the said Company, as they now exist or may be hereafter enacted and  
created.

In Witness Whereof, The said parties have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in presence of us,

  
William A. Franson  
PRESIDENT

SEAL

SEAL

No Agent or other representative has authority to alter the terms hereof, either orally or by writing.

Place Clearfield Pa. Date 15 Oct 1962  
Received from Ray C. and or Cecelia Shaffer  
Residing at 724 W. Front St Clearfield Pa  
Ten and no 00 Dollars \$10.00  
On Purchase of Lot Graves 4 In Block S N. 2  
IN to be selected

Crown Crest Memorial Park

CLEARFIELD, PENNSYLVANIA

Purchase Price \$ 370.00 out to start 25 Nov 1962  
Cash Paid \$ 10.00  
Balance \$ 360.00 payable \$ 10.00 monthly.

SUBJECT TO ACCEPTANCE AND DELIVERY OF CONTRACT BY THE COMPANY

Make Payment ONLY by Check  
or Money Order Payable to

CROWN CREST CEMETERIES, INC.

CROWN CREST CEMETERIES, INC.

By Reo. B Anthony

Exhibit

"E"

Age