

Filing # 73260433 E-Filed 06/07/2018 04:44:43 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.

FLORINE ROSENFELD,

Plaintiff,

v.

NORTHSTAR CEMETERY SERVICES
OF FLORIDA, LLC, a Delaware limited liability
company d/b/a ETERNAL LIGHT
MEMORIAL GARDEN CEMETERY,

Defendant.

_____ /

COMPLAINT

Plaintiff, Florine Rosenfield ("Rosenfield"), sues the Defendant, NORTHSTAR CEMETERY SERVICES OF FLORIDA, LLC a Delaware limited liability company d/b/a ETERNAL LIGHT MEMORIAL GARDEN CEMETERY (sometimes hereinafter referred to as "Eternal Light Memorial Garden" or "Defendant"), and states as follows:

The Parties

1. Plaintiff, Rosenfield, is *sui juris* and a resident of Palm Beach County, Florida.
2. Defendant, Northstar Cemetery Services of Florida, LLC is a duly organized and existing limited liability company in the State of Delaware, maintaining its principal offices in Houston, Texas, and registered to do business in and doing business in Boynton Beach, Florida.
3. "Eternal Light Memorial Garden" is a fictitious name owned and utilized by Northstar Cemetery Services of Florida, LLC in conducting its business. The "Eternal Light Memorial Garden" fictitious name was registered by Northstar Cemetery Services of Florida, LLC with the Florida Department of State, Division of Corporations, on December

27, 2011 and has been regularly utilized, with a current expiration date of December 31, 2021.

4. Eternal Light Memorial Garden is licensed to conduct business by the Florida Department of Financial Services, Division of Funeral, Cemetery and Consumer Services and is subject to the provisions of Chapter 497, Florida Statutes (“**Funeral, Cemetery, and Consumer Services**”).

5. Eternal Light Memorial Garden is a “cemetery company” and “cemetery” within the definitions set forth in Section 497.005 (“**Definitions**”), Florida Statutes because it owns a cemetery located at 11520 SR 7 Boynton Beach, FL 33437 (hereinafter “the Defendant’s cemetery”).

Jurisdiction and Venue

6. This Court has subject matter jurisdiction over this action because this is an action at law in which the matter in controversy exceeds the sum of \$15,000, exclusive of interest, costs, and attorney’s fees.

7. Venue is proper in Palm Beach County, Florida in that Eternal Light Memorial Garden maintains its principal place of business there. Additionally, all of the acts of omission and commission that form the basis for the claims in this action occurred in Palm Beach County, Florida.

Underlying Factual Allegations

8. On October 18, 1996, Mrs. Rosenfield and the Decedent, James Rosenfield, along with their very close friends, Harvey and Rose Schreibman, purchased all four (4) spaces in Plot 4186 of the Defendant’s cemetery. A true and correct copy of the Rosenfield’s Retail Installment Contract is attached hereto, marked Exhibit “A”, and made a part hereof. Additionally, a true and correct copy of the Schreibman’s Retail Installment Contract is attached hereto, marked Exhibit “B”, and made a part hereof.

9. Specifically, Mr. and Mrs. Rosenfield purchased spaces D3 & D4, while Mr. and Mrs., Schreibman purchased spaces D1 & D2.

10. It was always the intention of each of the respective parties to be buried immediately next to each other in the "D" spaces of Plot 4186. To accomplish that intention, the Rosenfields and the Schreibmans contracted with the Defendant's predecessor to purchase the four (4) contiguous parcels.

11. On July 7, 1997, Mr. Schreibman passed and was interred in Plot 4186, Space D1.

12. On August 21, 2016, Mrs. Schreibman passed and was interred in Plot 4186, Space D2.

13. On July 14, 2017, Mr. Rosenfield (hereinafter "the decedent") passed.

14. Pursuant to the Rosenfield's Retail Installment Contract attached hereto as Exhibit "A", Mr. Rosenfield should have been interred in Plot 4186, Space D3.

15. On or around July 16, 2017, while at the decedent's interment, Mrs. Rosenfield noticed, while Mr. and Mrs. Schreibman appeared to have been buried in the spaces they purchased, the decedent was being improperly buried in space C4 of plot 4186.

16. As a result, the decedent's remains were interred in a space that was roughly 15 ft. away from where the Schreibmans were buried and as a result Ms. Rosenfield was left with a space roughly 18 ft. away from the Schreibmans' final resting place.

17. Upon information and belief, at the time of the decedent's interment, an unidentified individual had already purchased spaces D3 and D4 of plot 4186, the spaces already owned by the Rosenfields.

18. A short time after the decedent's interment, the Plaintiff contacted the Defendant to protest where the decedent was interred and to attempt to investigate the circumstances.

19. In response to her inquiries, Defendant provided the Plaintiff with copies of two contracts additional to Exhibit "A", which allegedly made for three (3) separate contracts allegedly executed on three (3) separate occasions, each of which contained inconsistent representations.

20. After reviewing these alleged contracts, Plaintiff contacted the Defendant to attempt to resolve the issues.

21. Plaintiff noticed and brought to the Defendant's attention that the letter "D" was crossed out and "C" was written in on Retail Installment Contract #2. A true and correct copy of the Retail Installment Contract #2 is attached hereto, marked Exhibit "C," and made a part hereof

22. Plaintiff noticed and brought to the Defendant's attention that the letter "D" was crossed out and "C" was written in and the initials "JR" along with a date were affixed to Retail Installment Contract #3. A true and correct copy of the Retail Installment Contract #3 is attached hereto, marked Exhibit "D", and made a part hereof.

23. The Defendant was unresponsive to the Plaintiff's continued concerns, and the undersigned was subsequently retained as Plaintiff's legal counsel.

24. On November 9, 2017, after hiring the undersigned attorneys, Plaintiff filed a formal complaint with the Department of Financial Services, Division of Funeral, Cemetery and Consumer Services.

25. In response to said complaint, Ms. Rosenfield, through the undersigned, was given an Interment Order and Authorization, which Eternal Light Memorial Garden alleges Ms. Rosenfield signed, authorizing the interment of her the decedent's remains in space C4 of plot 4186. A true and correct copy of the Interment Order and Authorization is attached hereto, marked Exhibit "E", and made a part hereof.

26. At no time after October 18, 1996, did Mr. or Ms. Rosenfield authorize Eternal Light Memorial Garden or its predecessor, either orally or by express writing, to change their burial spaces from plot 4186 spaces D3 and D4 to spaces C3 and C4.

27. At no time, after the death of Mr. Rosenfield, did Ms. Rosenfield authorize, either orally or by express writing, or otherwise consent to the interring the decedent's remains in space C4 of plot 4186.

28. The alleged amendments to Retail Install Contract #2 and #3, alleged to have been authorized by Mr. Rosenfield, by affixing his initials, was not done by him.

29. The Interment Order and Authorization, alleged to have been executed by Mrs. Rosenfield, authorizing Mr. Rosenfield's remains to be interred in space C4 plot 4186, was not signed by her.

30. The initials on the Retail Installment Contract #2 and #3 and the signature on the Interment Order and Authorization were forged by the Defendant and/or its predecessor in order to cover-up two (2) errors – (1) overselling space D3 and D4 and never obtaining the Rosenfields' prior consent or permission, in writing, and (2) in accordance with its policies and procedures, to obtain written permission to inter the decedent's remains in space C4 plot 4186 prior to such interment.

31. As a result of the Defendant's intentional conduct, the Plaintiff has incurred non-economic damages.

32. In support, Plaintiff reiterates that the Defendant's conduct was willful and wanton and done with reckless disregard of the severe emotional distress it was likely to cause and did cause the Plaintiff.

33. As a direct and proximate result of Defendant's willful and wanton conduct, for ten (10) months, the Plaintiff has treated with her primary care physician and mental health specialists due to suffering from unnecessary psychological and emotional distress, which

include depression and thoughts suicide and has been plagued with thoughts of (1) disappointing her late husband; (2) knowing their testamentary wishes will never be honored; (3) her being buried next to a stranger some day; (4) being torn between her concerns with disinterring her late husband's remains and its offense to her strict Jewish religious beliefs; (4) the Defendant getting away with its scheme and plan to conceal its intentional acts; and (5) resolving this matter prior to her inevitable and certain death.

34. For 10 months, the Plaintiff was forced to set aside her own activities to spend countless hours dealing with the Defendant on these issues only to be rebuffed and be given documents that were that ran contrary to the events that she participated in and witnessed, which resulted in the loss of sleep, depression, and thoughts of suicide.

35. As a result of the Defendant's conduct, Plaintiff was compelled to spend time, money and resources to attempt to resolve this situation and ultimately incurred attorney's fees and costs in having to hire law firms on her behalf.

36. The foregoing intentional, reckless and outrageous acts of the Defendant greatly disturbed the Plaintiff and proximately caused her severe emotional distress with discernable physical injuries/manifestations.

37. Plaintiff has retained the undersigned counsel and has agreed to pay them reasonable attorneys' fees.

38. Plaintiff has performed all conditions precedent to the commencement and prosecution of this action.

COUNT I

Intentional/Reckless Infliction of Emotional Distress

39. Plaintiff adopts and realleges paragraphs 1 through 38 as though fully set forth herein.

40. This cause of action is brought for damages arising from recklessness attributable to the Defendant failure to maintain accurate records, altering the Plaintiff's Retail Installment Contract without her or her late husband's consent prior to his death, interring her husband in space C4 without her permission or consent, taking no action to correct the error, and forging her signature on an Interment Order and Authorization without her consent permission or knowledge.

41. Defendant had an affirmative duty to (1) maintain accurate records; (2) obtain the Plaintiff's consent before opening altering the Plaintiff's Retail Installment Contract; (3) obtain the Plaintiff's consent before interring the Decedent remains in space C4; and (4) never to forge or allow a representative of the cemetery to forge a Interment Order and Authorization.

42. The Defendant breached its aforesaid duties because it recklessly did or failed to do the following:

- a. Maintain accurate burial records;
- b. Obtain the Plaintiff's consent before changing the location of any purchased burial space before altering the Plaintiff's Retail Installment Contract;
- c. Obtain the Plaintiff's consent before interring the Decedent remains in space C4; and
- d. Forged or allow a representative of the cemetery to forge a Interment Order and Authorization;

43. The Defendant knew, or should have known, that severe emotional distress to Plaintiff would likely follow from its reckless and outrageous conduct as above alleged and the Defendant acted with reckless disregard of the consequences which most certainly would ensue from its actions, and with complete indifference to the rights of the Plaintiff for the severe emotional distress that the Defendant could foresee such conduct was substantially certain to cause the Plaintiff.

44. As a direct and proximate result of the reckless conduct of the Defendant, the Plaintiff has suffered serious and severe extreme emotional distress and related discernable physical and physiological injuries for which she claims as damages against the Defendant.

45. Section 497.169 Florida Statutes (2017) is entitled: Private actions; actions on behalf of consumers; attorney's fee. Subsection (2) of that statute provides that "[i]n any civil litigation resulting from a transaction involving a violation of this chapter by a cemetery company..., the court may award to the prevailing party and against such cemetery company..., after judgment in the trial court and exhaustion of any appeal, reasonable attorney's fees and costs from the nonprevailing party in an amount to be determined by the trial court."

46. The various acts of omission and commission by the Defendant described above constitute the intentional or reckless infliction of emotional distress.

WHEREFORE, Plaintiff respectfully request damages, costs, interest and attorney's fees pursuant to Section 497.169(2) Florida Statutes (2017) as well as any and all such further relief that the Court deems just and proper. Plaintiff also requests a jury trial on all issues triable as a matter of right, and that the Court advances the trial on the docket in accordance with F.S. 415.1115 given the Plaintiff is 85 years of age.

Dated this 7th day of June, 2018.

/s/Ortavia D. Simon, Esq.

Ortavia D. Simon, Esq.
Florida Bar No.:121923
SIMON LAW GROUP, PA
13790 Bridgewater Crossings Blvd.
#1080
Windermere, Florida 34786
osimon@simonlaw.group
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Fax. (407) 583-4185
Counsel for Plaintiff

/s/David H. Charlip, B.C.S.

David H. Charlip, B.C.S.
Florida Bar No. 329932
CHARLIP LAW GROUP, LC
11900 Biscayne Blvd., Suite 200
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Tel: (305) 354-9313
Fax: (305) 354-9314
dcharlip@charliplawgroup.com
Co-Counsel for Plaintiff

NOT A CERTIFIED COPY

EXHIBIT "A"

NOT A CERTIFIED COPY

MIL-DELL Ltd.
 D/B/A Eternal Light Memorial Gardens
 11520 STATE ROAD NO. 7
 BOYNTON BEACH, FLORIDA 33437
 (561)272-0098 (661)737-7411

Agreement No. 19121

P/N A/N

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

This agreement made this 11/11/11 day of November, 1911, by and between MIL-DELL Ltd. d/b/a Eternal Light Memorial Gardens (hereinafter referred to as "Seller") and [Redacted] (hereinafter referred to as "Purchaser"), Seller hereby sells to Purchaser, which means each and/or all persons, except Seller, signing below jointly and severally, the goods and/or services described herein:

1. DESCRIPTION OF INTERMENT RIGHTS
 Burial Rights: [Redacted]
 Entombment Rights: _____
 Inurement Rights: _____

2. DESCRIPTION OF MERCHANDISE
 Vault(s): _____
 Urn(s): _____
 Bench: _____
 Misc.: _____

Memorial/Monument
 Granite/Bronze: Size 11 x 11 x 11
 Model, Border Design, Symbols: _____
 Memorial Lettering: [Redacted]

3. DESCRIPTION OF SERVICES
 Opening & Closing(s): _____
 Other: _____

ITEMIZATION OF CHARGES	
(A) INTERMENT RIGHTS	\$ 1150.00
MERCHANDISE:	
(B) Vault(s)	\$ 150.00
(C) Urn(s)	\$
(D) Bench	\$
(E) Memorial	\$ 112.00
(F) Memorial Lettering	\$
(G) Miscellaneous	\$
Total Merchandise	\$ 112.00
(H) Sales Tax	\$ 11.20
SERVICES:	
(I) Opening & Closing(s) Current Price \$ 4.00	\$ 4.00
(J) Vault installation	\$
(K) Other	\$
Total Services	\$ 4.00
(L) TOTAL PURCHASE PRICE (A thru K)	\$ 1417.00
1. Downpayment: Cash / Check / MO/VISA	\$ 1000.00
2. Credit for:	\$
3. Total Down Payment	\$ 1000.00
4. Unpaid Balance	\$ 417.00
5. Loan Documentary Stamps	\$ 10.00
6. TOTAL OF PAYMENTS DUE	\$ 427.00

Purchaser agrees to pay the TOTAL OF PAYMENTS to the Seller (or, if the Seller has assigned this Contract, then to the assignee of this Contract), in 12 installments of \$ 35.58 each, and a final payment of \$ 1000.00 commencing this Contract, in 11/11/11 and on the same day of each successive month thereafter, or as indicated.

Purchaser understands and agrees that the additional agreements and provisions on the reverse side hereof, hereby incorporated by reference constitute agreements of the Purchaser and are part of this Agreement. The Agreement shall become effective when signed as accepted and approved by an authorized signatory of Mil-Dell Ltd. d/b/a Eternal Light Memorial Gardens.

Notice to Purchaser: (A) Do not sign this before you read it or if it contains any blank spaces. (B) You are entitled to an exact copy of the paper you sign. Executed in multiple copies, and Purchaser acknowledges that a fully completed copy hereof was delivered to and received by Purchaser, on the above date. Credit disclosure made in compliance with Federal law.

If the Interment Service is purchased, the price for said service set forth reflects normal work hours and weekday rates, if not included in the contract (letter J above), the price is subject to change.

Traveling Alternatives: Seller has the ability to choose either depositing the required percentages of payments received under this agreement in trust conforming to section 497.417, F.S., or complying with the financial responsibility alternatives, as set forth in sections 497.423 or 497.425, F.S.

The amount to be trusted is 110% of wholesale cost for burial rights, 80% of merchandise purchase price or 110% of merchandise wholesale price, whichever is greater and 70% of the retail purchase price for services. Refund upon cancellation of 100% of the funds paid, within 30 days of the agreement date. Thereafter, 100% of the funds paid toward services, cash advances and non-deliverable merchandise will be refunded.

The total purchase price for the items agreed upon is reflected on line L above. No interest charge.

If you have questions regarding this agreement, you may contact the Seller at the address or phone number above or you may call the Florida Department of Banking and Finance at 1-800-329-2627.

Buyer [Redacted] Birth Date [Redacted] (6) [Redacted] Birth Date [Redacted]
 (D) [Redacted] Phone [Redacted]
 SS No. [Redacted] SB No. [Redacted]

SELLER: MIL-DELL LTD., D/B/A ETHERNAL LIGHT MEMORIAL GARDENS
 BY: [Redacted] DATE: 11/11/11 ACCEPTED BY: [Redacted] DATE: 11/11/11

NOTICE OF CANCELLATION
 PURCHASER'S RIGHT TO CANCEL: IF THE BUYER UNDER THIS CONTRACT CANCELS WITHIN THIRTY (30) DAYS FROM THE DAY OF ITS EXECUTION ALL MONIES PAID ON THIS CONTRACT SHALL BE REFUNDABLE TO THE BUYER, EXCEPT FOR THE AMOUNT(S) ALLOCABLE TO ANY SERVICES, CASH ADVANCE ITEMS, MERCHANDISE OR BURIAL RIGHTS THAT HAVE BEEN USED.
 YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER BY CERTIFIED MAIL/RETURN RECEIPT. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE BURIAL RIGHTS, MERCHANDISE OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRTIETH DAY FROM THE DATE OF EXECUTION OF THE CONTRACT.
 PRE-NEED AMOUNT REFUNDED UPON CANCELLATION WITHIN 30 DAYS \$ _____
 BUYER'S COPY

EXHIBIT "B"

NOT A CERTIFIED COPY

d/b/a Eternal Light Memorial Gardens
 11520 STATE ROAD NO. 7
 BOYNTON BEACH, FLORIDA 33487
 (561)272-0098 (561)737-7411

Agreement No. 40420

P/N

A/N

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

This agreement made this October day of 1996, by and between MIL-DELL Ltd. d/b/a Eternal Light Memorial Gardens (hereinafter referred to as "Seller") and HARRY & ROSE SCHREIBMAN Address 5492 A Atlantic Palm Ct, Boynton Beach Florida, Zip code 33485 (hereinafter referred to as "Purchaser"), Seller hereby sells to Purchaser, which means each and/or all persons, except Seller, signing below jointly and severally, the goods and/or services described herein:

1. DESCRIPTION OF INTERMENT RIGHTS
2 Burial Rights: Next to Leah Memorial
Not 496D 1st
 Entombment Rights:
 Inurnment Rights:

ITEMIZATION OF CHARGES

(A) INTERMENT RIGHTS	\$ 1186-
MERCHANDISE:	
(B) Vault(s)	\$ 980-
(C) Urn(s)	\$ -
(D) Bench	\$ -
(E) Memorial	\$ 795
(F) Memorial Lettering	\$ 1204
(G) Miscellaneous	\$ -
Total Merchandise	\$ 1779
(H) Sales Tax	\$ 106.80
SERVICES:	
(I) Opening & Closing(s) Current Price \$490	\$ 980-
(J) Vault Installation	\$ -
(K) Other	\$ -
Total Services	\$ 980
(L) TOTAL PURCHASE PRICE (A thru K)	\$ 4497.10
1. Downpayment: Cash / Check / <u>MO/ISA</u>	\$ 1012-
2. Credit for:	\$ -
3. Total Down Payment	\$ 1012-
4. Unpaid Balance	\$ 3485.10
5. Loan Documentary Stamps	\$ 16.50
6. TOTAL OF PAYMENTS DUE	\$ 3501.60

2. DESCRIPTION OF MERCHANDISE
2 Vault(s) Basic Concrete
 Urn(s)
 Bench
 Misc.
 Memorial/monument
1 Granite/Bronze: Size 48x18x10 Push
 Model, Border Design, Symbol:
Open Grave, Sub. & Mem.
 Memorial Lettering: Fam. 1st Name
UBB, Y&B

3. DESCRIPTION OF SERVICES
2 Opening & Closings(s)
 Other: Open Grave - Temporary Condition
Advance Selection

Purchaser agrees to pay the TOTAL OF PAYMENTS to the Seller (or, if the Seller has assigned this Contract, then to the assignee of this Contract), in 23 installments of \$ 152.48 each, and a final payment of \$ 694.65 commencing this Contract), in November 16 1996 and on the same day of each successive month thereafter, or as indicated.

Purchaser understands and agrees that the additional agreements and provisions on the reverse side hereof, hereby incorporated by reference constitute agreements of the Purchaser and are part of this Agreement. The Agreement shall become effective when signed as accepted and approved by an authorized signatory of Mil-Dell Ltd. d/b/a Eternal Light Memorial Gardens.

Notice to Purchaser: (A) Do not sign this before you read it or if it contains any blank spaces. (B) You are entitled to an exact copy of the paper you sign. Executed in multiple copies, and Purchaser acknowledges that a fully completed copy hereof was delivered to and received by Purchaser, on the above date. Credit disclosures made in compliance with Federal law.

If the interment service is purchased, the price for said service set forth reflects normal work hours and weekday rates if not included in the contract (letter i above), the price is subject to change.

Trusting Alternatives: Seller has the ability to chose either depositing the required percentages of payments received under this agreement in trust conforming to section 497.417, F.S., or complying with the financial responsibility alternatives, as set forth in sections 497.423 or 497.425, F.S.

The amount to be trusted is 110% of wholesale cost for burial rights, 30% of merchandise purchase price or 110% of merchandise wholesale price, which ever is greater and 70% of the retail purchase price for services. Refund upon cancellation of 100% of the funds paid, within 30 days of the agreement date. Thereafter, 100% of the funds paid toward services, cash advances and non-deliverable merchandise will be refunded.

The total purchase price for the items agreed upon is reflected on line L above. No interest charge.

If you have questions regarding this agreement, you may contact the Seller at the address or phone number above or you may call the Florida Department of Banking and Finance at 1-800-323-2627.

Signed: Harry & Rose Schreiberman Birth Date [REDACTED] (B) Rose Schreiberman Birth Date [REDACTED]
 SS No. [REDACTED] Phone [REDACTED]

SELLER: MIL-DELL LTD, D/B/A ETERNAL LIGHT MEMORIAL GARDENS
 BY: [Signature] DATE: _____ ACCEPTED BY: _____ DATE _____

NOTICE OF CANCELLATION
 PURCHASERS RIGHT TO CANCEL: IF THE BUYER UNDER THIS CONTRACT CANCELS WITHIN THIRTY (30) DAYS FROM THE DAY OF ITS EXECUTION ALL MONIES PAID ON THIS CONTRACT SHALL BE REFUNDABLE TO THE BUYER, EXCEPT FOR THE AMOUNT(S) ALLOCABLE TO ANY SERVICES, CASH ADVANCE ITEMS, MERCHANDISE OR BURIAL RIGHTS THAT HAVE BEEN USED.
 YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER BY CERTIFIED MAIL/RETURN RECEIPT. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE BURIAL RIGHTS, SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE

EXHIBIT "C"

NOT A CERTIFIED COPY

MIL-DELL Ltd.
 D/B/A Eternal Light Memorial Gardens
 11620 STATE ROAD NO. 7
 BOYNTON BEACH, FLORIDA 33497
 (861)272-0098 (861)737-7411

Agreement No. 18121

P/N A/N

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

This agreement made this _____ day of _____, 19____, by and between MIL-DELL Ltd. d/b/a Eternal Light Memorial Gardens (hereinafter referred to as "Seller") and _____ Florida, Address _____, Zip code _____, (hereinafter referred to as "Purchaser"), Seller hereby sells to Purchaser, which means each and/or all persons, except Seller, signing below jointly and severally, the goods and/or services described herein:

<p>1. DESCRIPTION OF INTERMENT RIGHTS</p> <p>Burial Rights: _____</p> <p>Entombment Rights: _____</p> <p>Interment Rights: _____</p> <p>2. DESCRIPTION OF MERCHANDISE</p> <p>Vault(s) _____</p> <p>Urn(s) _____</p> <p>Bench _____</p> <p>Misc. _____</p> <p>Memorial/Monument Granite/Bronze/Size: _____</p> <p>Model, Border Design, Symbols: _____</p> <p>Memorial Lettering: _____</p> <p>3. DESCRIPTION OF SERVICES</p> <p>Opening & Closing(s) _____</p> <p>Other: _____</p>	<p>ITEMIZATION OF CHARGES</p> <p>(A) INTERMENT RIGHTS MERCHANDISE:</p> <p>(B) Vault(s) \$ _____</p> <p>(C) Urn(s) \$ _____</p> <p>(D) Bench \$ _____</p> <p>(E) Memorial \$ _____</p> <p>(F) Memorial Lettering \$ _____</p> <p>(G) Miscellaneous \$ _____</p> <p>Total Merchandise \$ _____</p> <p>(H) Sales Tax \$ _____</p> <p>SERVICES:</p> <p>(I) Opening & Closing(s) Current Price \$ _____</p> <p>(J) Vault Installation \$ _____</p> <p>(K) Other \$ _____</p> <p>Total Services \$ _____</p> <p>(L) TOTAL PURCHASE PRICE (A thru K) \$ _____</p> <p>1. Downpayment: Cash / Check / MC/VISA \$ _____</p> <p>2. Credit for: \$ _____</p> <p>3. Total Down Payment \$ _____</p> <p>4. Unpaid Balance \$ _____</p> <p>5. Loan Documentary Stamps \$ _____</p> <p>6. TOTAL OF PAYMENTS DUE \$ _____</p>
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Purchaser agrees to pay the TOTAL OF PAYMENTS to the Seller (or if the Seller has assigned this Contract, then to the assignee of this Contract), in _____ installments of \$ _____ each, and a final payment of \$ _____ commencing _____, 19____ and on the same day of each successive month thereafter, or as indicated.

Purchaser understands and agrees that the additional agreements and provisions on the reverse side hereof, hereby incorporated by reference constitute agreements of the Purchaser and are part of this Agreement. The Agreement shall become effective when signed as accepted and approved by an Authorized signatory of Mil-Dell Ltd. d/b/a Eternal Light Memorial Gardens.

Notice to Purchaser: (A) Do not sign this before you read it or if it contains any blank spaces. (B) You are entitled to an exact copy of the paper you sign. Executed in multiple copies, and Purchaser acknowledges that a fully completed copy hereof was delivered to and received by Purchaser on the above date. Credit is given to you in compliance with Federal law.

If the Interment Service is performed for the first time, this service set forth reflects normal work hours and weekday rates, (if not included in the contract letter (A) above), this price is subject to change.

Trustee Alternatives: Seller has the ability to show either depositing the required percentages of payments received under this agreement in trust conforming to Section 407.417, F.S., or complying with the financial responsibility alternatives, as set forth in sections 407.423 or 407.425, F.S.

The amount to be trusted is 10% of wholesale cost for burial rights, 30% of merchandise purchase price or 10% of merchandise wholesale price, whichever ever is greater, and 70% of the retail purchase price for services. Refund upon cancellation of 10% of the funds paid, within 30 days of the agreement date. Thereafter, 100% of the funds paid toward services, cash advances and non-deliverable merchandise will be refunded.

The total purchase price for the items agreed upon is reflected on line L above. No interest charge.

If you have questions regarding this agreement, you may contact the Seller at the address or phone number above or you may call the Florida Department of Banking and Finance at 1-800-323-2627.

Buyer (B) _____ Blth Date _____ (B) _____ Blth Date _____

SS No. _____ SS No. _____ Phone _____

SELLER: MIL-DELL LTD. D/B/A ETERNAL LIGHT MEMORIAL GARDENS

BY: _____ DATE: 11/15/96 ACCEPTED BY: _____ DATE: _____

NOTICE OF CANCELLATION

PURCHASERS RIGHT TO CANCEL: IF THE BUYER UNDER THIS CONTRACT CANCELS WITHIN THIRTY (30) DAYS FROM THE DAY OF ITS EXECUTION ALL MONIES PAID ON THIS CONTRACT SHALL BE REFUNDABLE TO THE BUYER, EXCEPT FOR THE AMOUNT(S) ALLOCABLE TO ANY SERVICES, CASH ADVANCE ITEMS, MERCHANDISE OR BURIAL RIGHTS THAT HAVE BEEN USED.

YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER BY CERTIFIED MAIL/RETURN RECEIPT. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE BURIAL RIGHTS, MERCHANDISE OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRTIETH DAY FROM THE DATE OF EXECUTION OF THE CONTRACT.

PRE-NEED AMOUNT REFUNDED UPON CANCELLATION WITHIN 30 DAYS \$ _____

DEED / PROOF OF PURCHASE

EXHIBIT "D"

NOT A CERTIFIED COPY

Notarized

RECEIVED
OCT 1 1998
BY: [Signature]

MIL-DELL Ltd.
D/B/A Eternal Light Memorial Gardens
11620 STATE ROAD NO. 7
BOYNTON BEACH, FLORIDA 33497
(861)272-0099 (861)787-7411

Agreement No. 19121

P/N A/N

SECURITY AGREEMENT RETAIL INSTALLMENT CONTRACT

This agreement made this 18 day of October, 1998, by and between MIL-DELL Ltd. d/b/a Eternal Light Memorial Gardens (hereinafter referred to as "Seller") and James & Florine Rosenfield Address 16772 Banana Palm Way, Boynton Beach, Florida, Zip code 33441 (hereinafter referred to as "Purchaser"). Seller hereby sells to Purchaser, which means each and/or all persons, except Seller, signing below jointly and severally, the goods and/or services described herein:

1. DESCRIPTION OF INTERMENT RIGHTS
2. Burial Rights: 1st & 2nd
Plot 4156
Entombment Rights: 1st
Inurnment Rights:

ITEMIZATION OF CHARGES

(A) INTERMENT RIGHTS \$ 1186.-
MERCHANDISE:
(B) Vault(s) \$ 980.-
(C) Urn(s) \$
(D) Bench \$
(E) Memorial \$ 796.-
(F) Memorial Lettering \$ 106.-
(G) Miscellaneous \$
Total Merchandise \$ 1775.-
(H) Sales Tax \$ 106.55
SERVICES:
(I) Opening & Closing(a) Current Price \$ 490 \$ 980.-
(J) Vault Installation \$
(K) Other \$
Total Services \$ 980.-
(L) TOTAL PURCHASE PRICE (A thru K) \$ 4062.50

2. DESCRIPTION OF MERCHANDISE
2. Vault(s) Basic Concrete
Urn(s)
Bench
Misa.

Memorial/Monument
Granite/Bronze: Size 42 x 17
Model, Border Design, Symbols:
Carved
Memorial Lettering: James & Florine

3. DESCRIPTION OF SERVICES
2. Opening & Closing(s) 1
Other: 1st & 2nd

1. Downpayment: Cash / Check / MC/VISA \$ 1012.-
2. Credit for: \$
3. Total Down Payment \$ 1012.-
4. Unpaid Balance \$ 3050.50
5. Loan Documentary Stamps \$ 10.55
6. TOTAL OF PAYMENTS DUE \$ 3061.05

Purchaser agrees to pay the TOTAL OF PAYMENTS to the Seller (or, if the Seller has assigned this Contract, then to the assignee of this Contract), in 24 installments of \$ 98.00 each, and a final payment of \$ 61.05 commencing

Purchaser understands and agrees that the additional agreements and provisions on the reverse side hereof, hereby incorporated by reference constitute agreements of the Purchaser and are part of this Agreement. The Agreement shall become effective when signed as accepted and approved by an authorized signatory of Mil-Dell Ltd. d/b/a Eternal Light Memorial Gardens.

Notice to Purchaser: (A) Do not sign this before you read it or if it contains any blank spaces. (B) You are entitled to an exact copy of the paper you sign. Executed in multiple copies, and Purchaser acknowledges that a fully completed copy hereof was delivered to and received by Purchaser, on the above date. Credit disclosures made in compliance with Federal law.

If the Interment Service is purchased, the price for said service set forth reflects normal work hours and weekday rates. If not included in the contract (seller I above), the price is subject to change.

Trusting Alternatives: Seller has the ability to chose either depositing the required percentages of payments received under this agreement in trust conforming to section 497.417, F.S., or complying with the financial responsibility alternatives, as set forth in sections 497.423 or 497.425, F.S.
The amount to be trusted is 110% of wholesale cost for burial rights, 30% of merchandise purchase price or 110% of merchandise wholesale price, which ever is greater and 70% of the retail purchase price for services. Refund upon cancellation of 100% of the funds paid, within 30 days of the agreement date. Thereafter, 100% of the funds paid toward services, cash advances and non-deliverable merchandise will be refunded.

The total purchase price for the items agreed upon is reflected on line L above. No interest charged.
If you have questions regarding this agreement, you may contact the Seller at the address or phone number above or you may call the Florida Department of Banking and Finance at 1-800-323-2627.

Buyer (B) James Rosenfield Birth Date [Redacted] SS No. [Redacted]
Seller: MIL-DELL LTD. D/B/A ETERNAL LIGHT MEMORIAL GARDENS
By: [Signature] DATE: 10/18/98 ACCEPTED BY: [Signature] DATE: 10/21/98

NOTICE OF CANCELLATION

PURCHASERS RIGHT TO CANCEL: IF THE BUYER UNDER THIS CONTRACT CANCELS WITHIN THIRTY (30) DAYS FROM THE DAY OF ITS EXECUTION ALL MONIES PAID ON THIS CONTRACT SHALL BE REFUNDABLE TO THE BUYER, EXCEPT FOR THE AMOUNT(S) ALLOCABLE TO ANY SERVICES, CASH ADVANCE ITEMS, MERCHANDISE OR BURIAL RIGHTS THAT HAVE BEEN USED.
YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER BY CERTIFIED MAIL/RETURN RECEIPT. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE BURIAL RIGHTS.

EXHIBIT "E"

NOT A CERTIFIED COPY

Interment Order and Authorization

107601

Location No. 0150	Interment No. 80904	Date (month/year) 07-14-2017
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No interment shall take place until a written authority, signed by the proper relative or legal representative of the deceased, has been given to the Cemetery performing the interment. The undersigned hereby requests and authorizes:

Name of Cemetery
Hermit Light Memorial Gardens

In accordance with and subject to the rules and regulations in effect at the time of:

Name of Decedent (First) **James** (Last) **Rosenfield** Age **100** Sex M F

Decedent (middle/initials) **05-20-** Date of Death (month/year) **07-14-2017** Valued Yes No

Property Owner (First) **James + Florine** (Last) **Rosenfield** Telephone Number **(561) 732-3754**

Interment Space (Address) **Tract 14 Leah 4186 G-3** Purchased Prepaid At need

Funeral Home **Levit Weinstein Boca Raton** Director **Jason Grossberg** Telephone Number **(954) 427-6500**

Funeral Home Address **7500 N. State Rd. #7** City **Coconut Creek** State **FL** Zip **33073**

Place of Funeral Service **Beth Israel Boynton Chapel** Day **Sunday** Date (month/year) **07-16-17** Time of Service **1:00** AM PM

Type of Cemetery Service **Committal** Day **Sunday** Date (month/year) **07-16-17** Time of Service **2:15** AM PM

Casket/Urns Description **Prevaulted Basic Concrete** Manufacturer **CENEX** Provided by **ELMG**

Memorial Description **40x17 Pink Granite** Manufacturer **Evelasking** Provided by **ELMG**

Monument Base Description **Wood** Manufacturer **David** Provided by **WOB**

REMARKS
Prevaulted

After Care Appointment Date _____ Time _____

19121 Interment Fee **\$490.00 Paid**

Other Charges _____

Total _____

ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM
ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM
ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM	ADAM

The undersigned hereby certifies that they are the next of kin of the above named Decedent, or otherwise have the legal right to direct the interment, entombment or cremation in the name of the Decedent, and hereby authorizes the above named Cemetery to make disposition of the remains of the Decedent as indicated above. The undersigned hereby agrees to pay the charges and expenses of the interment, entombment or cremation as indicated above. The undersigned hereby agrees to pay the charges and expenses of the interment, entombment or cremation as indicated above. The undersigned hereby agrees to pay the charges and expenses of the interment, entombment or cremation as indicated above.

The undersigned hereby agrees to indemnify and hold harmless the cemetery, its trustees, and their respective agents, shareholders, officers, directors and employees from any and all costs, costs of liability, including reasonable attorney's fees, or any of them, that may be incurred in connection with any interment, entombment, disposition, interment act or interment act by the undersigned as required by this agreement, interment, entombment or cremation as indicated above.

The undersigned agrees that, at his own expense, the cemetery has the right to correct any error in the interment, entombment or cremation.

This document is signed by (1) the property owner AND (2) the closest next of kin.

Authorized Representative Signature **J. Florine Rosenfield** Date _____ Title **Wife**

Address **12472 Arhanna Palm Bay #101 Boynton Beach FL 33437** Phone Number **(561) 732-3754**

Authorized Representative Signature _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip _____ Telephone Number _____ Email _____

Authorized Representative Signature _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip _____ Telephone Number _____ Email _____

Authorized Representative Signature _____ Title _____ Phone Number _____

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Authorized Representative Signature _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip _____ Telephone Number _____ Email _____

Authorized Representative Signature _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip _____ Telephone Number _____ Email _____

Authorized Representative Signature _____ Title _____ Phone Number _____

Address _____ City _____ State _____ Zip _____ Telephone Number _____ Email _____

MEMO (104) (2004) WITH - DEPARTMENT COPY FAX - CUSTOMER COPY GOLD - PROCESSING COPY

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