

MICHAEL S. LATTIER and  
CHRISTIE LATTIER MCBRIDE

SUIT NUMBER

620452-A

VERSUS

FOREST PARK EAST  
ASSOCIATES, INC., and  
LETUM, INC.

FIRST JUDICIAL DISTRICT COURT  
ASSIGNMENT: SECTION

PGS 11 EXH 5 MIN ✓  
CC 7 CP MAIL N/J  
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W/D DOC CERT MAIL  
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**PETITION FOR DAMAGES**

This Petition For Damages ("Petition") of MICHAEL S. LATTIER and CHRISTIE LATTIER MCBRIDE, Petitioners herein, who are both persons of the full age of majority, respectfully represent as follows:

1.

Petitioners herein, MICHAEL S. LATTIER and CHRISTIE LATTIER MCBRIDE, may amend their Petition without leave of court at any time before the answer thereto is served. See Article 1151 of the Louisiana Code of Civil Procedure.

2.

Petitioners herein are:

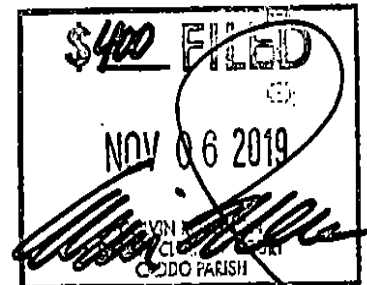
**MICHAEL S. LATTIER** (referenced sometimes hereinafter as "Michael"), a person of the full age of majority who is a resident and domiciliary of Tennessee; and

**CHRISTIE LATTIER MCBRIDE** (referenced sometimes hereinafter as "Christie"), a person of the full age of majority who is a resident and domiciliary of Shreveport, Caddo Parish, Louisiana.

3.

Defendants herein are:

- a. **FOREST PART EAST ASSOCIATES, INC.**, a corporation doing business in Caddo Parish, Louisiana primarily operating a cemetery known as Forest Park East Cemetery located at 3700 St. Vincent Avenue, Shreveport, Louisiana, 71103, with its principle office address at the same location;



PP  
9521 Poinsettia  
Shreveport, LA  
71118

- b. **LETUM, INC.**, a foreign corporation of the State of Pennsylvania which is in fact doing business in the State of Louisiana, as found by the United States District Court for the Western District of Louisiana in the case of Pashby v. Letum Care, Inc., and as shown by the fact that its owner and Chairman of the Board, Robert Lomison, resides in Shreveport, Louisiana, at 6121 Fern Ave., Unit 6, Shreveport 71105, that Forest Park is shown on Letum, Inc.'s website as one of the cemeteries that it owns, that it shares various employees and operations among its various cemeteries, including Forest Park, and for numerous other reasons demonstrating minimum contacts by Letum, Inc. with the State of Louisiana.

4.

The Defendants are liable, jointly and/or in solido, to Petitioners for damages, both general and special, for the reasons set forth in this petition and the numbered paragraphs contained herein.

5.

On November 8, 2018, Joseph F. Lattier ("Mr. Lattier") died. At the time of his death, he was a resident of Shreveport, Caddo Parish, Louisiana. Mr. Lattier was survived by two children, Christie and Michael, who were his only two heirs.

6.

Mr. Lattier's wife, Betty Lattier, predeceased him by several years. She was buried in a gravesite that Mr. and Mrs. Lattier had purchased many years previously located at Forest Park Cemetery East. Other family members are also buried at Forest Park Cemetery East.

7.

Prior to Mr. Lattier's death, at a time when his death was imminent, Michael met with a Forest Park East Associates, Inc. ("Forest Park") employee, Mike Coates whose title is Family Service Manager, at Forest Park Cemetery East for the purpose of making burial arrangements.

8.

During that meeting, the subject of a burial vault was discussed. Never having made

funeral arrangements before, Michael obtained information regarding the types of burial vaults available from Mr. Coates. There were miniature samples of the various types of burial vaults in the conference room where the meeting took place. Additionally, a video was playing which discussed the vaults.

9.

Mr. Coates explained that the lowest level basic vault was not sealed which would allow water intrusion in and around the coffin and body of the deceased. He stated: "I would not allow my mother to be buried in a vault that was not sealed." By contrast, he explained that sealed vaults would keep water from intruding and thus protect the body from water. Mr. Coates further explained that the sealed vaults had to be installed by the Wilbert vault company to insure quality of installation and a proper seal.

10.

After this discussion and explanation, Michael stated to Mr. Coates that he also would not want his father buried in a vault that would allow water intrusion. He did not want his father laid to rest in such a manner that his father's remains would be enveloped in water. Christie agreed with this decision for the same reasons.

11.

Based on a recommendation from Mr. Coates regarding the type of sealed vaults available, it was decided to purchase a Wilbert Monticello Vault, black in color with gold flakes. Mr. Coates emphasized that this vault would be sealed and would not allow water intrusion.

12.

At the same time, Michael requested certain engraving on his parents' existing grave marker, and the specific information to be placed on the grave marker was carefully taken down

by Mr. Coates.

13.

For reasons not quite clear, Mr. Coates had Michael sign two separate contracts, one of which was executed on October 20, 2019 and the other executed after Mr. Lattier's death. The total contract price for the vault, engraving, and burial services totaled \$5,715.40. A copy of the contract is attached hereto as Exhibit A. The contract amount was timely paid in full to Forest Park.

14.

Mr. Lattier's funeral service was held at Rose Neath Funeral Home on November 10, 2019. Following the service, the Lattier family and the funeral procession proceeded to Forest Park Cemetery East. However, upon arrival, instead of going to the Lattier family gravesite, the hearse pulled into the Forest Park Cemetery mausoleum area. Michael and Christie, along with their families, were very confused as to what was going on since they were directed not to go to the gravesite.

15.

Michael got out of his car and asked the Rose-Neath Funeral Director, Jesse Wheeler, what was happening. Mr. Wheeler stated that there was some problem, and he was directed not to go to the gravesite. He further stated that Robbie Mayence, Family Service Counselor for Forest Park, would explain. Mr. Mayence walked up almost immediately thereafter. He told Michael that when the vault arrived, it was not up to Forest Park standards because the seal was cracked which would allow water intrusion. He further stated that Forest Park had ordered a replacement Monticello vault from the vault company which was being installed at that time. Therefore, due to the delay, and due to the fact that the gravesite was not yet ready, according to Mr. Mayence, the service would need to take place in the mausoleum. Michael and Christie were not pleased with this turn of events since they could not see their father laid to rest. However, based on the representations of Mr. Mayence, they agree to proceed with the service at the mausoleum.

16.

Based on directions from Forest Park, there was no graveside service at the Lattier family gravesite where Michael and Christie's mother had also been buried. The ceremony, occurring inside a mausoleum rather than at their parents' actual burial site, felt very strange to Michael and Christie. This entire episode on the day of Mr. Lattier's burial was upsetting to Michael and Christie and their family, especially since it occurred during a time when they were mourning the death of their father.

17.

Michael and Christie were shocked to subsequently learn that Forest Park did not bury their father in a Wilbert Monticello vault as had been ordered. Instead, Forest Park buried their

father in a Monarch vault. By way of compassion, the Monticello vault is reinforced with plastic liner, sealed and carries a 50-year warranty against water intrusion. The Monarch vault is simply unreinforced concrete with no sealing, no liner and no warranty, and it allows water intrusion. It is also a much cheaper vault than the Monticello. Further, the Forest Park grounds crew installed the vault, not Wilbert personnel, as was represented by Mr. Coates. Mr. Mayence's story to Michael was a complete fabrication. The Wilbert vault company had not sent Forest Park a defective vault, and Forest Park had not ordered a replacement. Instead, it deliberately chose to use a substandard, cheaper vault in which to place Mr. Lattier's remains thinking that Petitioners would never discover the ruse.

18.

Several months later, Michael sent a letter to Mr. Lomison and other Forest Park officers detailing everything that had improperly occurred with his father's burial by Forest Park. A demand was made of Forest Park through Mr. Lomison to rectify this situation by payment of damages that the family had suffered. No response of any kind was made by Mr. Lomison or any other Forest Park employee to either of the Petitioners. No denial of the allegations was presented. No explanation was made. Rather, Michael's letter was met with complete silence.

19.

Although Forest Park was paid by the Lattier family for grave marker inscriptions, almost one year later there still has been no inscription on the Lattier grave marker. When Michael raised this issue with Mr. Coates some months after the burial of Mr. Lattier, Mr. Coates stated that the marker had to completely dry out before the inscription could be made and there had been a large amount of rain. That statement was false and was intended to induce Michael to forget about the inscription for some additional time so that Forest Park and Letum would be able

to retain the payment made without expending funds for the inscription.

20.

Michael Lattier and Christie Lattier McBride paid Forest Park the total sum of \$5,715.40 for a Wilbert Monticello vault, for grave marker inscriptions, and for a proper and respectful burial service. Forest Park completely failed to provide the services and products that were contracted for. Instead, it substituted inferior, cheaper products, failed to provide the services it was paid for and failed to provide an appropriate, respectful burial service. As a result of Forest Park's breach of contract and breach of warranty, Petitioners have sustained general and special damages. Michael Lattier and Christie Lattier McBride itemize their damages due to Defendants' breach of contract and breach of warranty as follows:

- a. Monies paid to Forest Park; and
- b. General and special damages, including costs associated with any future disinterment of Mr. Lattier's casket and remains.

21.

Forest Park and Letum are guilty of fraud and intentional misrepresentation toward Michael Lattier and Christie Lattier McBride. Forest Park intentionally buried Mr. Lattier in a substandard vault which was substantially different in kind and character from that ordered by Michael and Christie. Forest Park and Letum, through their employee Robert Mayence, intentionally diverted the Lattier funeral procession away from the Lattier gravesite in order to prevent discovery of their fraudulent activities. Forest Park and Letum, through their employee Robert Mayence, intentionally misrepresented to Michael Lattier the circumstances in order to hide their fraudulent behavior, intending that Petitioners would rely on those false and fraudulent statements so as not to view the gravesite and discover the substandard vault. Michael Lattier and Christie Lattier McBride reasonably relied on those fraudulent, material misrepresentations.

As a result, Michael Lattier and Christie Lattier McBride were damaged by the fraud and intentional misrepresentation of Forest Park and Letum when they discovered, to their shock, surprise and dismay, that their father had been buried in a vault that was unsealed and which would allow water intrusion.

22.

Letum, as the owner of Forest Park, has engaged in a pattern and practice of cutting corners and maximizing profits for itself at the expense of families like Michael Lattier and Christie Lattier McBride who have loved ones buried at Forest Park. Robert Lomison, as Chairman of the Board of Letum and, upon information and belief, its owner, represents to the public that "each cemetery or funeral home [including Forest Park Cemetery East] will handle your service with warmth, dignity and respect." Forest Park represents to the public that "the cemetery is dedicated to serving families in the best possible manner with dignity, compassion and understanding" and touts itself as one of Louisiana's premiere cemeteries. Yet, under Letum's ownership, control, and direction, Forest Park Cemetery has fallen into an extreme state of disrepair. Recent news articles have noted that "with the sight of overgrown grass, unkempt shrubbery, sinking grave markers, blemished roads and more, multiple citizens are fuming that the cemetery isn't meeting its promise of perpetual care." This practice is consistent with Letum and Forest Park taking payment from Petitioners for grave marker inscriptions but, after almost a year, still not having performed the inscriptions.

23.

Michael Lattier and Christie Lattier McBride had a right to rely on and did rely on representations made about the care, dignity and respect their father would receive at Forest Park. Letum and Forest Park intended that they rely on those representations. Those representations



were material. However, those representations were false and fraudulent. Michael Lattier and Christie Lattier McBride have been damaged as a result of the fraud committed by Defendants.

24.

Michael Lattier and Christie Lattier McBride itemize their damages due to Defendants' fraud as follows:

- a. Past, present, and future emotional distress, anxiety, and mental anguish for the way their father's remains were treated and interred by Letum and Forest Park and due to the fact that they were prevented from seeing their father laid to rest;
- b. Past, present, and future general damages; and
- c. Past, present, and future special damages, including potential disinterment of their father's remains, paying another company to engrave the Lattier marker, and upkeep needed at the Lattier gravesite.

25.

The damages sustained by Petitioners were caused solely and proximately by the Defendants named herein because of the fault, fraud, misrepresentations, breach of contract, breach of warranty and liability of the Defendants described herein.

26.

The named Defendants are liable, in solido, to Petitioners.

27.

The named Defendants are joint tortfeasors and are jointly liable to Petitioners.

28.

Petitioners specifically reserve all rights to add as defendants other persons, entities, agents, employees, co-conspirators, joint tortfeasors, and/or solidarily liable tortfeasors of and with the named defendants arising out of the matter complained of herein.

29.

Petitioners allege that their claims exceed the requisite amount required for them to be eligible for a trial by jury. The value of the cause of action of Petitioners exceeds the \$50,000.00 jurisdictional amount required for trial by jury; therefore, Petitioners are entitled and have a right to a trial by jury.

30.

Petitioners, therefore, desire and demand to have a trial by jury in this matter.

WHEREFORE, Petitioners, MICHAEL LATTIER and CHRISTIE LATTIER MCBRIDE, pray as follows:

a. That this Petition shall be filed herein and that the defendants shall be served and cited in accordance with the service instructions below;

b. For Judgment herein in favor of Petitioners, MICHAEL S. LATTIER and CHRISTIE LATTIER MCBRIDE, and against the Defendants, FOREST PARK EAST ASSOCIATES, INC. and LETUM, INC., jointly and/or in solido, for such damages as are reasonable in the premises, including both general and special damages as alleged herein and above, together with legal interest thereon from date of judicial demand, until paid;

c. For all costs of these proceedings, including witness fees, expert witness fees, costs of the clerk and sheriff, costs of taking depositions, and all other costs allowed by this Honorable Court;

d. That this case be placed on the jury docket for trial by jury in due course; and

e. For all other relief, both general and equitable, which is necessary and proper in the premises.

Respectfully submitted,



Michael S. Lattier

3737 Arrowhead Trail

*Pro Se*

Pro Se

Shreveport, LA 71105

Exhibit

A

☐ Forest Park West Associates, Inc. DBA/Forest Park Cemetery West  
A Perpetual Care Cemetery  
4000 Meriwether Road  
Shreveport, LA 71109  
office@forestparkwestcemetery.com  
(318)686-1461  
FORESTPARKWESTCEMETERY.COM

☐ Forest Park East Associates, Inc. DBA/Forest Park Cemetery  
A Perpetual Care Cemetery  
3700 St. Vincent Avenue  
Shreveport, LA 71103  
office@forestparkcemetery.com  
(318)861-3544  
FORESTPARKCEMETERY.COM

Contract Number RE 0875

Customer ID Number \_\_\_\_\_

DATE 10/20/16

PRE-NEED ☐ AT-NEED ☐

PURCHASER(S) Michael S. Kaffner CO-PURCHASER \_\_\_\_\_

SSN= HIS \_\_\_\_\_ / DOB \_\_\_\_\_ HERS \_\_\_\_\_ / DOB \_\_\_\_\_ TELEPHONE 713-741-7675

ADDRESS 3709 Arroyo Trail Kingsport, TN 37664

(STREET) (CITY) (STATE) (ZIP CODE)

EMAIL m.kaffner@comcast.net EMAIL \_\_\_\_\_

WITNESSTH: That Purchaser agrees to purchase from Seller the following to be used for interment purposes only; and subject to the stipulations and conditions hereinafter set forth.

DEED TO: Joseph Francis Kaffner

1. Cemetery Space(s) _____	7	Total of Purchase(s) _____	<u>2,125.00</u>
2. 2nd Right _____	0	Less Discount _____	0
3. Mausoleum Crypt(s) _____	0	Less Trade _____	0
4. Niches(s) _____	0	Sub-Total _____	<u>2,125.00</u>
5. Perpetual Care _____	1	Sales Tax _____	0
6. Bronze Memorial _____	0	Total Price _____	<u>2,125.00</u>
Size _____	0	Down Payment <u>2,125.00</u>	<u>0.00</u>
7. Granite Memorial _____	0	Amount Financed _____	<u>0.00</u>
Size _____	0		
8. Memorial Care _____	0		
9. Installation Fee _____	0		
10. Burial Vault(s) _____	0		
<input type="checkbox"/> Standard <input type="checkbox"/> Oversized			
11. Professional Service Fee <u>1.500.00</u>	<u>2,125.00</u>	PROPERTY LOCATION:	
12. Miscellaneous _____	0	MAUSOLEUM: _____	
13. Miscellaneous _____	0	Hall/Corr _____	
14. Documentation Service _____	<u>\$200.00</u>	Tier/Level: _____ Crypt: _____ # of Spaces _____	
		GROUND: Section <u>25</u>	
		Lot: <u>171</u> Space: <u>6</u>	
		Memorial Rights: Flush <input type="checkbox"/> Upright <input checked="" type="checkbox"/>	

\* Does not include grave opening and closing

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount the credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit including your down payment of.
<u>0</u> %	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE

Security: You are giving a security interest on the goods or property being purchased.  
Late Charge: If a payment is late by more than ten (10) days, you may be charged \$10.00 or 5% of the payment, whichever is less.  
Pre-payment: If you pay off early, you may be entitled to a refund of part of the finance charge.  
See this contract for any additional information about non-payment, default or any required payment in-full before the schedule date and pre-payment refunds and penalties.

MERCHANDISE: All merchandise sold herein shall be ordered, stored, or installed, upon payment in full of this contract, and will not be subject to funding or refund.

TITLE: Seller, will retain title to said Interment Rights and Merchandise until the Total Sale Price has been paid in full by Purchaser to Seller.

AGREEMENT TO PAY: Having first been quoted both a Total Cash Price and a Total Sale Price for the items described on page 1, and for value received, the undersigned Purchaser jointly and severally, if more than one, promises to pay to the order of Seller, at its address shown on page 1, the amount identified as the Total of Payments in accordance with the payment schedule dates set out on page 1.

PURCHASER'S RIGHT TO CANCEL: IF THIS AGREEMENT WAS SOLICITED AT A PLACE OTHER THAN THE PLACE OF BUSINESS OF THE SELLER, YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

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

DO NOT SIGN THIS CONTRACT BEFORE YOU'VE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. THE PURCHASER UNDERSTANDS AND AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF, HEREBY INCORPORATED BY REFERENCE, CONSTITUTE A PART OF THIS AGREEMENT SUBJECT TO ACCOUNTING CORRECTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

ACCEPTED BY: \_\_\_\_\_

BUYER

BUYER

CONSELMOR

BY: \_\_\_\_\_

1. **CONTAINS ALL COVENANTS:** This Purchaser agrees that he (or she) has read this agreement, and understands its terms and conditions. This agreement contains all of the covenants between the Parties, except that if any additional written agreement between the Parties is made at the time of the signing of this original Agreement, and the same are duly executed by an official of the Seller, the same shall attach hereto and become a part hereof as if set out in full herein, and no agent, or representative, of either party shall have authority to modify, add to or change any of the terms or conditions hereinwith set forth, nor the terms or conditions of any receipt issued for payments. **PURCHASER CERTIFIES THAT NO ORAL OR WRITTEN STATEMENTS, PROMISED, REPRESENTATIONS OR GUARANTEES, OTHER THAN OTHERS CONTAINED HEREWITH HAVE BEEN MADE WITH REFERENCE TO CARE AND MAINTENANCE OF THE INTERMENT SPACES AS ENUMERATED AND DESIGNATED FOR PURCHASE ABOVE OR OTHERWISE IN RELATION TO THIS AGREEMENT.**

2. **AGREEMENT BINDING:** Upon acceptance by Seller and after the end of the "Buyer's Right to Cancel" period, this agreement becomes a non-cancelable contract and it shall thereafter apply to and bind the heirs, executors, administrators, successors and assigns of both the Purchaser and the Seller. It is hereby agreed by and between the parties hereto that the terms and provisions herein shall be applicable during the term of this Agreement, and waiver of any other of the terms and provisions hereof, nor shall waiver of any such terms and provisions constitute a waiver in the event of any subsequent default with respect to the terms and provisions so waived.

3. **RULES AND REGULATIONS:** This cemetery is a perpetual care cemetery. This agreement is subject to all the rules and regulations of the Seller, now existing or which may hereafter be adopted by the governing authority of the cemetery. These rules and regulations are on file for inspection in the Seller's office and specifically referred to and herein inserted as if set forth in full. The Seller further agrees to deposit with the Trustee of the Perpetual Care Fund an amount not less than the Perpetual Care Fund deposit of 10% of the gross sales price received for an interment space as required by the laws of the State of Louisiana. The Purchaser may assign this interment space only, subject to the rules and regulations of the Seller now in force or which may hereafter be adopted. The Seller shall provide all necessary care and maintenance, and all private care of maintenance by persons other than the Seller is prohibited, except as may be authorized. Seller allows for the interment or inurnment of two remains in one burial space, each being either cremated or full form.

4. **PURCHASER:** Purchaser expressly acknowledges that nothing contained in the Agreement shall be deemed or interpreted to restrict the rights of Seller with respect to the unfettered continued operation of the cemetery; Seller to have full and absolute authority to operate and manage the cemetery and further, without limitation, to determine the design, type, size and location of all buildings, roads, features and improvements within the cemetery and to grade and improve the cemetery and all of the lots and spaces thereof, including those purchased and to be purchased hereunder, and to place, replace or move trees and shrubberies thereon.

5. **DELINQUENCY:** Time is expressly made the essence of this Agreement and it is agreed that should any of the covenants or provisions in the Agreement remain unperformed by the Purchaser for the period of 30 days after the same were to have been performed under this Agreement, then this Agreement shall become null and void at the option of the Seller, and all said payments made prior to the default shall belong to the Seller as liquidated damages. Further, Purchaser agrees that in the event of default by Purchaser, Purchaser agrees to pay Seller reasonable costs and in the event suit is initiated to enforce collection, Purchaser agrees to pay court costs and reasonable attorney fees.

6. **IMMEDIATE USE:** The Purchaser shall have the right to use said space solely for interment at any time hereafter, provided the proportionate part of the purchase price applicable to that portion to be used shall have first been paid, including all necessary interment fees. In addition, a standard interment fee which is a labor and service charge for the preparation for the completion of the burial must be paid prior to the burial.

7. **RULE OF 78's:** The Purchaser has the right to prepay the amount due and to obtain refund of the finance charge, based on Rule of 78's.

8. **SELECTION OF MEMORIAL PROPERTY:** In the event that the above described interment space is not complete or ready for interment at the time this Agreement is executed. It is further agreed that the above described interment space will be ready for interment within 18 months for mausoleum and 60 months for ground from the date of the contract except for the proclamation of a national emergency, insurrection, riot, or order of any military or civil authority, or court order. Further, that upon the completing of the above payments as agreed and prior to the above completion date, the Purchaser has the right to exchange for similar interment space of may apply such amounts on the purchase price of other completed interment space of at least equal cost. In the event of the above described interment space is not ready for interment as set forth above, except for the reasons above stated the Seller guarantees to provide completed interment space or in the event a death takes place prior to completion of interment space, the Seller agrees to provide mausoleum space and make the entombment therein and upon completion of space purchased, to remove remains to final place of interment without charge to Purchaser.

9. **MEMORIALS:** All memorials must be approved by the Seller in writing before their installation. Memorial purchases do not include the date of death unless otherwise specified. I understand and agree that at any time I or any of my heirs, successors or assigns desire to place any memorial on a lot, that in addition to any cost of such memorial, and without regard to whether same is acquired through, or placed by Forest Park or acquired through or placed by a third party supplier, prior to any actual placement there will also be due Forest Park's then current memorial care fee, plus Forest Park's then current foundation fee or supervisory fee, as applicable. If the memorial is placed by Forest Park, the then current foundation fee will be due; if the memorial is placed by a third party supplier, the supervisory fee will be due. I understand, and agree for myself, my heirs, successors and assigns that until such memorial care fee and foundation fee or supervisory fee, as applicable, is paid, Forest Park may prevent the placement of any memorial, or if nonetheless placed without such payment having been made, Forest Park may remove the memorial.

10. **OUTER BURIAL CONTAINER/VAULT:** No interments will be permitted in the cemetery without the use of an outer burial container which meets the Seller's standards. Each full size interment space will accommodate a 36" x 96" outer burial container measured on the outside. Upon payment in full of all sums hereunder, the Seller may at their option, install the vaults in the Purchaser's lots.

11. **CORRECTION OF ERRORS:** The Seller reserves, and shall have the right to correct any errors that may be made by Seller in making interments, disinterments or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Seller or, in the sole discretion of the Seller, by reducing the amount of money paid on account of said purchase. The seller shall also have the right to correct any errors made by Seller in placing an improper inscription including an incorrect name or date, either on the memorial or on the container for cremated remains.

12. **SECURITY INTEREST:** In addition to all liens and privileges created by operation of law including but not limited to, a vendor's lien, the Seller shall withhold, and you, the Purchaser, will not acquire any right of interment, possession or any other than as provided above. In addition, if the Seller should permit interment before the entire purchase price has been paid, then, if this Agreement is cancelled or nonpayment of all or part of the price, the Seller shall have the further right without any formal notice, putting in default or legal process, to enter into and/or upon the above-described crypt or crypts and to have its or their contents removed from any remains found therein reinterred in a location of the Seller's choice, without any liability or responsibility for the entrance, removal or relocation, and the Seller shall not be obligated to locate, mark or identify either said remains or the place to which the remains are removed. Where this right of removal is exercised, the Seller is hereby granted full authority to apply for, obtain and use, either in the Purchaser's name or the name of the Purchaser's estate or in the Seller's own name any permit from any governmental authority which may be necessary to effect the disinterment and/or disentombment and/or transfer and re-interment of such remains, and this authorization is and shall remain irrevocable.

13. **MEMORIAL CARE:** Memorial care is required to provide for the marginal additional maintenance added when a memorial is installed in the cemetery. I understand and agree that at any time I or any of my heirs, successors or assigns desire to place any memorial on a lot, that in addition to any cost of such memorial, and without regard to whether same is acquired through, or placed by Forest Park or acquired through or placed by a third party supplier, prior to any actual placement there will also be due Forest Park's then current memorial care fee, plus Forest Park's then current foundation fee or supervisory fee, as applicable. If the memorial is placed by Forest Park, the then current foundation fee will be due; if the memorial is placed by a third party supplier, the supervisory fee will be due. I understand, and agree for myself, my heirs, successors and assigns that until such memorial care fee and foundation fee or supervisory fee, as applicable, is paid, Forest Park may prevent the placement of any memorial, or if nonetheless placed without such payment having been made, Forest Park may remove the memorial.

14. **MAUSOLEUM CRYPTS:** The mausoleum crypt size is 30" x 26" and will not accommodate oversized caskets. The use of wooden caskets is not permitted in the mausoleum.

15. **SUBSTITUTION OF MERCHANDISE:** Buyer understands that the exact merchandise specified herein may not be available to Seller and agrees that Seller may furnish merchandise that is available to which is substantially similar or superior in quality of material and workmanship to that which is described herein. Buyer understands that product illustration presented by Seller may not exactly reflect products at the time of delivery.

16. **PROFESSIONAL SERVICE FEE:** The cost of the opening and closing fee is not included in the purchase of a burial right, cremation niche or mausoleum crypt.

☐ Forest Park West Associates, Inc. ☐ Forest Park East Associates, Inc.  
DBA/Forest Park Cemetery West DBA/Forest Park Cemetery  
A Perpetual Care Cemetery A Perpetual Care Cemetery  
4000 Meriwether Road 3700 St. Vincent Avenue  
Shreveport, LA 71109 Shreveport, LA 71103  
fpsoffice@forestparkcemetery.com fpsoffice@forestparkcemetery.com  
(318)686-1461 (318)861-3544  
FORESTPARKWESTCEMETERY.COM FORESTPARKCEMETERY.COM  
Contract Number 10 8876  
Customer ID Number  
DATE 11/20/18

PRE-NEED ☐ AT-NEED ☐  
PURCHASER(S) Michael S. LeFleur CO-PURCHASER  
SSN# 1111 /DOB 1111 IERS 1111 /DOB 1111 TELEPHONE 318-4671  
ADDRESS 3737 Acacia Lane (STREET) Shreveport (CITY) LA (STATE) 71104 (ZIP CODE)  
EMAIL lefeur@forestparkcemetery.com EMAIL

WITNESSTH: That Purchaser agrees to purchase from Seller the following to be used for interment purposes only, and subject to the stipulations and conditions hereinafter set forth.

DEED TO: Joseph F. LeFleur

1. Cemetery Space(s)	<u>1</u>	Total of Purchase(s)	<u>3115.00</u>
2. 2nd Right	<u>1</u>	Less Discount	<u>0.00</u>
3. Mausoleum Crypt(s)	<u>0</u>	Less Trade	<u>0.00</u>
4. Niche(s)	<u>0</u>	Sub-Total	<u>3115.00</u>
5. Perpetual Care	<u>0</u>	Sales Tax <u>1.57</u>	<u>153.46</u>
6. Bronze Memorial	<u>0</u>	Total Price	<u>3268.46</u>
Size	<u>0</u>	Down Payment <u>1227.00</u>	<u>2041.46</u>
7. Granite Memorial	<u>0</u>	Amount Financed	<u>2041.46</u>
Size	<u>0</u>		
8. Memorial Care	<u>0</u>		
9. Installation Fee	<u>0</u>	PROPERTY LOCATION:	
10. Burial Vault(s) <u>0</u>	<u>0</u>	MAUSOLEUM:	
<input type="checkbox"/> Standard <input type="checkbox"/> Oversized		Hall/Corr	
11. Professional Service Fee	<u>0</u>	Tier/Level	Crypt: <u>0</u> # of Spaces <u>0</u>
12. Miscellaneous <u>0</u>	<u>0</u>	GROUND: Section <u>25</u>	
13. Miscellaneous <u>0</u>	<u>0</u>	Low <u>0</u> Space # <u>6</u>	
14. Documentation Service	<u>0</u>	Memorial Rights: Flush <input type="checkbox"/> Upright <input checked="" type="checkbox"/>	

\* Does not include grave opening and closing

FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount the credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit including your down payment of
<u>4</u>	<u>0</u>	<u>2041.46</u>	<u>2041.46</u>	<u>3268.46</u>
		<u>3018.40</u>		<u>3268.46</u>

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
<u>24</u>	<u>117.95</u>	<u>11/21/18 - 10/21/19</u>

Security: You are giving a security interest on the goods or property being purchased.

Late Charge: If a payment is late by more than ten (10) days, you may be charged \$10.00 or 3% of the payment, whichever is less.

Pre-payment: If you pay off early, you may be entitled to a refund of part of the finance charge.

See this contract for any additional information about non-payment, default or any required payment in-full before the schedule date and pre-payment refunds and penalties.

MERCHANDISE: All merchandise sold herein will be ordered, stored, or installed, upon payment in full of this contract, and will not be subject to lending or refund.

TITLE: Seller, will retain title to said Interment Rights and Merchandise until the Total Sale Price has been paid in full by Purchaser to Seller.

AGREEMENT TO PAY: Having first been quoted both a Total Cash Price and a Total Sale Price for the items described on page 1, and for value received, the undersigned Purchaser jointly and severally, if more than one, promises to pay to the order of Seller, at its address shown on page 1, the amount identified as the Total of Payments in accordance with the payment schedule dates set out on page 1.

PURCHASER'S RIGHT TO CANCEL: IF THIS AGREEMENT WAS SOLICITED AT A PLACE OTHER THAN THE PLACE OF BUSINESS OF THE SELLER, YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

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

DO NOT SIGN THIS CONTRACT BEFORE YOU'VE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. THE PURCHASER UNDERSTANDS AND AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF, HEREBY INCORPORATED BY REFERENCE, CONSTITUTE A PART OF THIS AGREEMENT SUBJECT TO ACCOUNTING CORRECTION.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year above written.

Michael S. LeFleur ACCEPTED BY:  
BUYER

BUYER

COUNSELOR

BY:

1. **CONTAINS ALL COVENANTS:** This Purchaser agrees that he (or she) has read this agreement, and understands its terms and conditions. This agreement contains all of the covenants between the Parties, except that if any additional written agreement between the Parties is made at the time of the signing of this original Agreement, and the same are duly executed by an official of the Seller, the same shall attach hereto and become a part hereof as if set out in full herein, and no agent, or representative, of either party shall have authority to modify, add to or change any of the terms or conditions hereinwith set forth, nor the terms or conditions of any receipt issued for payments. **PURCHASER CERTIFIES THAT NO ORAL OR WRITTEN STATEMENTS, PROMISED, REPRESENTATIONS OR GUARANTEES, OTHER THAN OTHERS CONTAINED HEREWITH HAVE BEEN MADE WITH REFERENCE TO CARE AND MAINTENANCE OF THE INTERMENT SPACES AS ENUMERATED AND DESIGNATED FOR PURCHASE ABOVE OR OTHERWISE IN RELATION TO THIS AGREEMENT.**
2. **AGREEMENT BINDING:** Upon acceptance by Seller and after the end of the "Buyer's Right to Cancel" period, this agreement becomes a non-cancelable contract and it shall thereafter apply to and bind the heirs, executors, administrators, successors and assigns of both the Purchaser and the Seller. It is hereby agreed by and between the parties hereto that the terms and provisions herein shall be applicable during the term of this Agreement, and waiver of any other of the terms and provisions hereof, nor shall waiver of any such terms and provisions constitute a waiver in the event of any subsequent default with respect to the terms and provisions so waived.
3. **RULES AND REGULATIONS:** This cemetery is a perpetual care cemetery. This agreement is subject to all the rules and regulations of the Seller, now existing or which may hereafter be adopted by the governing authority of the cemetery. These rules and regulations are on file for inspection in the Seller's office and specifically referred to and herein inserted as if set forth in full. The Seller further agrees to deposit with the Trustee of the Perpetual Care Fund an amount not less than the Perpetual Care Fund deposit of 10% of the gross sales price received for an interment space as required by the laws of the State of Louisiana. The Purchaser may assign this interment space only, subject to the rules and regulations of the Seller now in force or which may hereafter be adopted. The Seller shall provide all necessary care and maintenance, and all private care of maintenance by persons other than the Seller is prohibited, except as may be authorized. Seller allows for the interment or inurnment of two remains in one burial space, each being either cremated or full form.
4. **PURCHASER:** Purchaser expressly acknowledges that nothing contained in the Agreement shall be deemed or interpreted to restrict the rights of Seller with respect to the unfettered continued operation of the cemetery, Seller to have full and absolute authority to operate and manage the cemetery and further, without limitation, to determine the design, type, size and location of all buildings, roads, features and improvements within the cemetery and to grade and improve the cemetery and all of the lots and spaces thereof, including those purchased and to be purchased hereunder, and to plant, replace or move trees and shrubberies thereon.
5. **DELINQUENCY:** Time is expressly made the essence of this Agreement and it is agreed that should any of the covenants or provisions in the Agreement remain unperformed by the Purchaser for the period of 30 days after the same were to have been performed under this Agreement, then this Agreement shall become null and void at the option of the Seller, and all said payments made prior to the default shall belong to the Seller as liquidated damages. Further, Purchaser agrees that in the event of default by Purchaser, Purchaser agrees to pay Seller reasonable costs and in the event suit is initiated to enforce collection, Purchaser agrees to pay court costs and reasonable attorney fees.
6. **IMMEDIATE USE:** The Purchaser shall have the right to use said space solely for interment at any time hereafter, provided the proportionate part of the purchase price applicable to that portion to be used shall have first been paid, including all necessary interment fees. In addition, a standard interment fee which is a labor and service charge for the preparation for the completion of the burial must be paid prior to the burial.
7. **RULE OF 78's:** The Purchaser has the right to prepay the amount due and to obtain refund of the finance charge, based on Rule of 78's.
8. **SELECTION OF MEMORIAL PROPERTY:** In the event that the above described interment space is not complete or ready for interment at the time this Agreement is executed, it is further agreed that the above described interment space will be ready for interment within 48 months for mausoleum and 60 months for ground from the date of the contract except for the proclamation of a national emergency, insurrection, riot, or order of any military or civil authority, or court order. Further, that upon the completing of the above payments as agreed and prior to the above completion date, the Purchaser has the right to exchange for similar interment space of may apply such amounts on the purchase price of other completed interment space of at least equal cost. In the event of the above described interment space is not ready for interment as set forth above, except for the reasons above stated the Seller guarantees to provide completed interment space or in the event a death takes place prior to completion of interment space, the Seller agrees to provide mausoleum space and make the entombment therein and upon completion of space purchased, to remove remains in final place of interment without charge to Purchaser.
9. **MEMORIALS:** All memorials must be approved by the Seller in writing before their installation. Memorial purchases do not include the date of death unless otherwise specified. I understand and agree that at any time I or any of my heirs, successors or assigns desire to place any memorial on a lot, that in addition to any cost of such memorial, and without regard to whether same is acquired through, or placed by Forest Park or acquired through or placed by a third party supplier, prior to any actual placement there will also be due Forest Park's then current memorial care fee, plus Forest Park's then current foundation fee or supervisory fee, as applicable. If the memorial is placed by Forest Park, the then current foundation fee will be due; if the memorial is placed by a third party supplier, the supervisory fee will be due. I understand, and agree for myself, my heirs, successors and assigns that until such memorial care fee and foundation fee or supervisory fee, as applicable, is paid, Forest Park may prevent the placement of any memorial, or if nonetheless placed without such payment having been made, Forest Park may remove the memorial.
10. **OUTER BURIAL CONTAINER/VAULT:** No interments will be permitted in the cemetery without the use of an outer burial container which meets the Seller's standards. Each full size interment space will accommodate a 36" x 96" outer burial container measured on the outside. Upon payment in full of all sums hereunder, the Seller may at their option, install the vaults in the Purchaser's lots.
11. **CORRECTION OF ERRORS:** The Seller reserves, and shall have the right to correct any errors that may be made by Seller in making interments, disinterments or removals or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Seller or, in the sole discretion of the Seller, by reducing the amount of money paid on account of said purchase. The seller shall also have the right to correct any errors made by Seller in placing an improper inscription including an incorrect name or date, either on the memorial or on the container for cremated remains.
12. **SECURITY INTEREST:** In addition to all liens and privileges created by operation of law including but not limited to, a vendor's lien, the Seller shall withhold, and you, the Purchaser, will not acquire any right of interment, possession or any other than as provided above. In addition, if the Seller should permit interment before the entire purchase price has been paid, then, if this Agreement is cancelled or nonpayment of all or part of the price, the Seller shall have the further right without any formal notice, putting in default or legal process, to enter into and/or upon the above-described crypt or crypts and to have its or their contents removed from any remains found therein reinterred in a location of the Seller's choice, without any liability or responsibility for the entrance, removal or relocation, and the Seller shall not be obligated to locate, mark or identify either said remains or the place to which the remains are removed. Where this right of removal is exercised, the Seller is hereby granted full authority to apply for, obtain and use, either in the Purchaser's name or the name of the Purchaser's estate or in the Seller's own name any permit from any governmental authority which may be necessary to effect the disinterment and/or disentombment and/or transfer and re-interment of such remains, and this authorization is and shall remain irrevocable.
13. **MEMORIAL CARE:** Memorial care is required to provide for the marginal additional maintenance added when a memorial is installed in the cemetery. I understand and agree that at any time I or any of my heirs, successors or assigns desire to place any memorial on a lot, that in addition to any cost of such memorial, and without regard to whether same is acquired through, or placed by Forest Park or acquired through or placed by a third party supplier, prior to any actual placement there will also be due Forest Park's then current memorial care fee, plus Forest Park's then current foundation fee or supervisory fee, as applicable. If the memorial is placed by Forest Park, the then current foundation fee will be due; if the memorial is placed by a third party supplier, the supervisory fee will be due. I understand, and agree for myself, my heirs, successors and assigns that until such memorial care fee and foundation fee or supervisory fee, as applicable, is paid, Forest Park may prevent the placement of any memorial, or if nonetheless placed without such payment having been made, Forest Park may remove the memorial.
14. **MAUSOLEUM CRYPTS:** The mausoleum crypt size is 30" x 26" and will not accommodate oversized caskets. The use of wooden caskets is not permitted in the mausoleum.
15. **SUBSTITUTION OF MERCHANDISE:** Buyer understands that the exact merchandise specified herein may not be available to Seller and agrees that Seller may furnish merchandise that is available to which is substantially similar or superior in quality of material and workmanship to that which is described herein. Buyer understands that product illustration presented by Seller may not exactly reflect products at the time of delivery.
16. **PROFESSIONAL SERVICE FEE:** The cost of the opening and closing fee is not included in the purchase of a burial right, cremation niche or mausoleum crypt.



Citation

CHRISTIE LATTIER MCBRIDE  
VS  
FOREST PARK EAST ASSOCIATES INC, ET AL

NO. 620452- A  
STATE OF LOUISIANA  
PARISH OF CADDO  
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO:   FOREST PARK EAST ASSOCIATES INC  
  THRU JOHN T COX JR, AGENT  
  REGIONS TOWER STE 700 333 TEXAS ST  
  SHREVEPORT, LA  
  71101

YOU HAVE BEEN SUED.  
Attached to this Citation is a certified copy of the Petition.\* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within FIFTEEN (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) days, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date November 7, 2019.

\*Also attached are the following:  
\_\_\_\_ REQUEST FOR ADMISSIONS OF FACTS  
\_\_\_\_ INTERROGATORIES  
\_\_\_\_ REQUEST FOR PRODUCTION OF DOCUMENTS

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
CHRISTIE LATTIER MCBRIDE  
Attorney

FILE COPY

Citation

CHRISTIE LATTIER MCBRIDE  
VS  
FOREST PARK EAST ASSOCIATES INC, ET AL

NO. 620452- A  
STATE OF LOUISIANA  
PARISH OF CADDO  
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO: LETUM INC  
THRU ROBERT LOMISON, CHAIRMAN AND OWNER  
6121 FERN AVE UNIT 6  
SHREVEPORT, LA  
71105

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\*Also attached are the following: MIKE SPENCE, CLERK OF COURT

REQUEST FOR ADMISSIONS OF FACTS  
INTERROGATORIES  
REQUEST FOR PRODUCTION OF DOCUMENTS By: Deputy Clerk

CHRISTIE LATTIER MCBRIDE  
Attorney

FILE COPY