

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

IN RE GRAND VIEW MEMORIAL PARK LITIGATION

MARY LOUISE LARGEY, an individual,  
et al.,

Plaintiffs,

vs.

GRAND VIEW MEMORIAL PARK, INC. a California  
corporation, et al.,

Defendants.

Case No.: BC342549

Judge: Honorable Anthony J. Mohr

**NOTICE OF CLASS ACTION SETTLEMENT**

**TO: ALL PERSONS RELATED TO INDIVIDUALS BURIED AT GRAND VIEW MEMORIAL PARK AND ALL PERSONS WHO CONTRACTED FOR BURIAL AND FUNERAL SERVICES THEREAT**

**THIS NOTICE MAY AFFECT YOUR RIGHTS - PLEASE READ IT CAREFULLY**

**I. WHY SHOULD I READ THIS NOTICE?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class action lawsuit pending in the Los Angeles County Superior Court in the State of California (the "Court"). This Notice is provided by Order of the Court.

A class action lawsuit is now pending on behalf of relatives of individuals buried at Grand View Memorial Park ("Grand View"), which is located at 1341 Glenwood Road in Glendale, California. The defendants in this case, against whom the lawsuit was brought, include Grand View Memorial Park, Inc., Grand View Partners, Inc., Grand View Memorial Park, Grand View Crematory (a.k.a. Grand View Creamtory), Moshe Goldsman, the Estate of Marsha Lee Howard, Deceased, Professional Mortuary Transport Services, and Kiefer & Eyerick Mortuary (referred to herein collectively as "Defendants").

The class action lawsuit alleges that Defendants: (a) interred certain decedents' remains in grave sites already previously occupied by other decedents' remains; (b) disinterred certain decedents' remains and commingling them with other decedents' remains; (c) converted single-use graves to multiple graves; (d) performed multiple cremations; (e) improperly disposed of cremains; (f) disturbed previously interred remains and failed to re-inter all of the remains; and, (g) sold cemetery plots when none were available.

The Defendants deny that any of these allegations are true or that members of the settlement class have been injured or are entitled to any damages. The settlement does not constitute an admission of liability by any of Defendants. The Court has not yet ruled, one way or the other, on the merits of plaintiffs' claims.

As settlement has now been reached with Defendants, and the Court has granted preliminary approval of the settlement. This Notice summarizes essential information concerning the settlement and your potential rights under the settlement. The fact that you are receiving this Notice does not necessarily mean that you are a member of the settlement class or that you are entitled to any benefits in this action.

**II. AM I A MEMBER OF THE SETTLEMENT CLASS?**

The settlement class, as defined by the Court, includes: all Persons who: (1) are or were vested with the right, pursuant to California Health & Safety Code § 7100, to control the disposition of the remains of any decedent buried at Grand View Cemetery; (2) contracted with any one or more of the Defendants for funeral and/or burial services of any decedent interred at Grand View Cemetery; (3) are grandparents, parents, spouse, siblings, children, or grandchildren of any decedent buried at Grand View Cemetery and (i) were aware of the death of the decedent; (ii) were aware that funeral or burial services were being performed for the decedent; and, (iii) were among those on whose behalf or for whose benefit the funeral or burial services were performed; and/or (4) are close family members who lived in the household of the decedent at the time of the

death and (i) were aware of the death of the decedent; (ii) were aware that funeral or burial services were being performed for the decedent; and, (iii) were among those on whose behalf or for whose benefit the funeral or burial services were performed.

The settlement class does not include persons who properly and timely opted out in accordance with the Settlement Agreement. A copy of the Settlement Agreement can be viewed at [www.dmaaction.com](http://www.dmaaction.com) or by submission of a Request for Information Form to the Claims Administrator.

### **III. WHAT IS A CLASS ACTION?**

A class action is a type of lawsuit in which one or a few named plaintiffs bring suit on behalf of all the members of a similarly-situated group to recover damages for all members of the group without the necessity of each member filing an individual lawsuit or appearing as an individual plaintiff. Class actions are used by courts where the claims raise basic issues of law or facts that are common to all members of the class, thereby making it fair to bind all class members to the orders and the judgment in the case, without the necessity of hearing essentially the same claims over and over. Use of the class action eliminates the necessity of filing multiple lawsuits, and assures that all class members are bound by the results of a single lawsuit.

### **IV. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?**

The Court has granted preliminary approval to the proposed settlement and conditionally certified the settlement class. The settlement has not yet been granted final approval by the Court. Final approval will take place only after a fairness hearing, at which class members will have an opportunity to comment on the proposed settlement.

The proposed settlement makes available \$3,872,500.00 in benefits to the Class to address claims related to Grand View. Subject to certain terms and conditions (as specified in the Settlement Agreement), the proposed settlement provides the following potential benefits:

1. \$500,000.00 toward restoration of Grand View.
2. The Claims Administrator shall determine the benefits available to the Settlement Class members who submitted timely and complete Claim Forms. The amount that each claimant will receive shall be determined by dividing the net amount of the settlement funds, i.e., the remaining amount after payment of restoration costs, attorney's fees and costs, incentive payments, and claims administration fees, by the total number of approved claims.
3. Counsel for the settlement class shall request the Court to award attorneys' fees from the settlement fund in the amount of \$1,161,750.00. Counsel for the settlement class shall request the Court to award the reimbursement of all necessary and reasonable costs and other expenses from the settlement fund in an amount to be determined. Additionally, counsel for the Settlement Class shall also seek an award not to exceed an aggregate total of \$15,000.00 for the Class Representatives for their efforts on behalf of the Settlement Class.
4. The following persons are not entitled to receive any cash payments under the settlement: (a) Persons who previously settled, adjudicated, dismissed with prejudice, assigned any or all rights and/or claims relating to or arising out of Grand View Cemetery, and/or previously received a payment in connection with an alleged claim against the Defendants, or any of them; (b) Persons who are not sufficiently "close" within the meaning of *Christensen v. Superior Court* (1991) 54 Cal.3d 868 and its progeny; (c) Persons who do not respond affirmatively to each of the questions referenced in Subsections 10.2.4, 10.2.5, and 10.2.6 of the Settlement Agreement and who were/are not (1) vested with the right, pursuant to Health & Safety Code § 7100, to control the disposition of the remains of any decedent buried at Grand View Cemetery or (2) the contracting party for burial services at Grand View Cemetery; and, (d) Persons who submit a Claim Form containing false information.

In exchange for the benefits described above, members of the settlement class will be deemed to have given a complete release and/or assignment as to all of their claims arising from Grand View. If the Court grants final approval to the settlement, the Court will enter a final judgment and dismiss all such claims with prejudice.

**V. CAN I EXCLUDE MYSELF (OR OPT OUT) FROM THE SETTLEMENT CLASS?**

If you are a member of the settlement class and wish to remain in the settlement class, you will be represented by counsel for the settlement class. Further, you will be entitled to submit a claim form, which is attached to this notice. **To be eligible for the benefits under the settlement, you must submit a claim form to the Grand View Claims Administrator, c/o Desmond, Marcello & Amster, P.O. Box 451999, Los Angeles, CA 90045 by no later than December 7, 2009.**

**If you wish to exclude yourself (or opt out) from the settlement class, you must submit a letter requesting exclusion from the class.** Your request for exclusion must be signed by you personally, and it must clearly state all of the following information: (a) your name, address, and telephone number; (b) the name and date of burial of each relative buried at Grand View (or, if you are a contracting party, the name and date of burial for each such decedent); (c) the nature of your relationship to each decedent buried at Grand View; and (d) the specified wrongful conduct, if any, by Grand View, as to each decedent buried or to be buried at Grand View.

The Request for Exclusion must state the following declaration: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN LARGEY V. GRAND VIEW MEMORIAL PARK, INC., LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. BC342549. I UNDERSTAND THAT, BY REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY BENEFIT FROM THE SETTLEMENT."

**Your Request for Exclusion must be postmarked on or before December 7, 2009, and mailed to:**

Grand View Claims Administrator  
c/o Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, CA 90045

If you properly opt out of the settlement, you will not be bound by the settlement, but you will not be eligible to participate in the benefits to the class. Moreover, if you opt out, you will not be entitled to object to the settlement or to appear and be heard at the fairness hearing. However, members of the settlement class who do not opt out in the manner and time prescribed will be bound by the settlement.

**VI. CAN I OBJECT TO THE CLASS SETTLEMENT?**

The Court has scheduled a hearing on January 14, 2010, in Department 309 of the Los Angeles County Superior Court, which is located at 600 South Commonwealth Avenue, Los Angeles, California, to hear evidence and testimony regarding whether final approval should be given to the proposed settlement. The hearing will begin at 10 a.m. The Court may continue the time and date of the hearing without further notice.

If you are a member of the settlement class, you may appear at the appropriate hearing and/or file a written statement, commenting on or objecting to the proposed settlement. Any written comments or objections must be in the form of a statement sworn to under penalty of perjury. If you wish to appear at the hearing and object to the settlement, you must file a written statement of your intention to do so. The statement must include your name and address (the name and address of your attorney, if you have one, is insufficient), the name of the decedent involved, and the basis of your comments or objections. All comments or objections or statements of intention to appear must be filed with the Clerk of the Court, Superior Court, Los Angeles County, Department 322, 660 South Commonwealth Avenue, Los Angeles, California, and mailed to each of the following counsel:

Counsel for Settlement Class  
Mike Arias, Esq.  
Arias, Ozzello & Gignac, LLP  
6701 Center Drive West, Suite 1400  
Los Angeles, CA 90045

Counsel for Settlement Class  
Paul R. Ayers, Esq.  
Zinder & Koch  
700 North Brand Blvd., Suite 400  
Glendale, CA 91203

Counsel for Grand View Memorial Park, Inc., Moshe Goldsman and Grand View Crematory, Inc.  
Jeffrey S. Behar, Esq.  
Tina I. Mangarpan, Esq.  
Ford, Walker, Haggerty & Behar  
One World Trade Center, 27<sup>th</sup> Floor  
Long Beach, CA 90831-2700

Counsel for Defendants Estate of Marsha Lee Howard, Deceased; Kiefer & Eyerick Mortuary; and Professional Mortuary Transport Services, Inc.  
Kevin W. Alexander, Esq.  
Gordon & Rees, LLP  
633 West Fifth Street, Suite 4900  
Los Angeles, CA 90071

To be timely, your comments or objections must be filed with the Court and postmarked on or before December 7, 2009. If you do not file an objection in the manner and by this deadline, you will waive your right to object. You may choose to engage the services of an attorney to pursue your objection, in which case your attorney must file a notice of appearance with the Court by December 7, 2009, and mail copies to the attorneys listed above. You alone will be responsible for the fees and costs of your attorney. Any class member who does not arrange for such notice of appearance will forever waive his or her right to select separate counsel.

If the settlement is not approved by the Court or is later terminated, you will receive no benefits under the settlement, the lawsuit will proceed in Court as active litigation with the same or a different class definition, and you will not be bound by the releases in that settlement. You may log on to [www.dmaaction.com](http://www.dmaaction.com) to find out whether the Court has granted final approval to the settlement.

## **VII. WHO REPRESENTS THE SETTLEMENT CLASS?**

Mary Louise Largey, Sherry Boyles, and Mary B. Green are the named plaintiffs who have represented the interests of class members over the course of this litigation. These plaintiffs all are related to decedents buried at Grand View.

The representative plaintiffs and the settlement class are represented by Mike Arias, Esq. of Arias, Ozzello & Gignac, LLP; and, Paul R. Ayers, Esq. of Zinder & Koch.

## **VIII. WHAT FEES AND COSTS ARE INVOLVED?**

If eligible, members of the settlement class may participate without incurring any legal fees. In connection with the final approval hearing on January 14, 2010, Counsel for the settlement class will request the Court to award attorneys' fees from the settlement fund in the amount of \$1,161,750.00 and the reimbursement of all necessary and reasonable costs and other expenses from the settlement fund in an amount to be determined. The request for attorneys' fees and costs is subject to Court approval.

To date, counsel for the settlement class has not received any payment for legal services rendered in advancing this action on behalf of the representative plaintiffs and the members of the settlement class, nor has counsel been reimbursed of out-of-pocket expenses. The requested attorneys' fees will compensate counsel for efforts in achieving the settlement for the benefit of the settlement class and for counsel's risk for undertaking this representation on a wholly contingent basis.

## **IX. HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice is intended only to provide a summary of the circumstances surrounding the litigation, the terms of the proposed settlement, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the Clerk's office, Los Angeles County Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, California. You may review the settlement agreement by logging on to [www.dmaaction.com](http://www.dmaaction.com) or upon written request to settlement class counsel. You will not receive any further notice in the event that the settlement is approved and/or is terminated or modified under the terms of the settlement agreement.

**Please do not contact the Court for information.**

DATED: August 31, 2009

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HONORABLE ANTHONY J. MOHR  
LOS ANGELES SUPERIOR COURT JUDGE