

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

CARRIE FOSTER, DAVID FOSTER, on
behalf of themselves and all others
similarly situated,

Plaintiff,

v.

PINE FOREST MEMORIAL GARDENS
LLC, PINE FOREST MEMORIAL
GARDENS, INC., STONEMOR, INC. d/b/a
EVERSTORY PARTNERS, STONEMOR
GP LLC, and EVERSTORY ACQUISITION
PORTFOLIO, LLC;

Defendant.

FILE NO: 26CV024257-910

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Carrie Foster and David Foster (collectively, the “Plaintiffs” or the “Fosters”), bring this action against Defendants Pine Forest Memorial Gardens LLC, Pine Forest Memorial Gardens, Inc., StoneMor, Inc. d/b/a Everstory Partners, StoneMor GP LLC, and Everstory Acquisition Portfolio, LLC (collectively, the “Defendants” or “Everstory”), by and through their attorneys, individually, and on behalf of all other similarly situated, and allege the following based on personal knowledge as to their own facts, and upon information and belief and the investigation of counsel as to all other matters.

INTRODUCTION

1. This class action arises out of the gross misconduct, fraudulent misrepresentations, and unlawful practices perpetrated by Defendants in connection with the rights of interment, burial

plot location, and the services and maintenance of plots located within the Pine Forest Memorial Gardens cemetery in Wake Forest, North Carolina.

2. In March 31, 2021, the Fosters faced one of the most feared realities for any parent when they were forced to bury their own child. Beyond the unquantifiable grief a parent experiences in those moments, the ceremony and final resting places of the deceased are sacred to their families. Plaintiffs are devoutly religious, and critically for this case, selected the location of their son's grave due to the strong spiritual meaning tied to its location: a large cross sitting on the hillside above with a lake below. In light of this spiritual meaning, the Fosters additionally purchased two plots located directly at their son's feet where they could ultimately be laid to rest with him. During this highly emotional and distraught time, where the Fosters were at their most vulnerable, Plaintiffs entrusted their son's remains and their final resting plans to the Defendants with the expectation that they would be treated with the utmost care and reverence demanded when laying a loved one to rest. However, merely 4 years later, Plaintiffs were further devastated upon realizing another body had been buried in the plots they purchased directly at the feet of their son.

3. Plaintiffs have standing to bring these claims as the intended beneficiaries of the cemetery's contractual and legal duty to uphold all rights of interment as well as signed and paid burial lot Purchase and Security Agreements.

4. By engaging in this misconduct, Pine Forest Memorial Gardens have failed to comply with the basic obligations of decency, compassion, and fair dealing with the bereaved. Plaintiffs seek relief for the harm caused by Defendants' acts specifically, Defendants:

- a. Failure to maintain reasonably accurate records to avoid selling the same plot to multiple families, depriving families and individuals of the ability to be interred in the particular plots they had purchased;
- b. Failure to exercise reasonable prudence and care to ensure burials occurred in the correct locations;

- c. Failure to exercise the reasonable care owed to customers while conducting commercial business as Pine Forest Memorial Gardens;
- d. Double sold burial plots at Pine Forest Memorial Gardens, while representing to those that have purchased the plot that no other individual would be buried in their respective lots;
- e. Willfully misrepresented to the North Carolina Cemetery Commission and Pine Forest's customer's statements regarding the ownership and location of burial plots purchased by Plaintiffs; and
- f. Engaged in ongoing patterns of unlawful business practices and fraud related to the abuse and mismanagement of human grave sites.

5. Despite encountering problems with the operation and management of Pine Forest Memorial Gardens, and being on notice of same, Defendants failed to take the actions and precautions necessary to prevent the gross misconduct and fraudulent actions that are the subject of this Class Action Complaint.

PARTIES

A. Plaintiffs Carrie Foster and David Foster

6. Plaintiff Carrie Foster is an adult individual, mother of John Ross Foster, and citizen and resident of North Carolina at all times relevant to this action.

7. Plaintiff David Foster is an adult individual, father of John Ross Foster, and citizen and resident of North Carolina at all times relevant to this action.

8. John Ross Foster is the son of Carrie Foster and David Foster, deceased in 2021, and is buried at Pine Forest Memorial Gardens.

B. Defendants Everstory Partners and Any and All Subsidiaries of Everstory Partners

9. Defendant StoneMor Inc. d/b/a Everstory Partners, is a Delaware corporation with its headquarters located at 955 Keller Road, Suite 1500, Altamonte Springs, FL 32714.¹

¹ <https://everstorypartners.com/contact-us/> (last accessed June 4, 2026)

10. According to its website, Everstory Partners owns, manages, and/or operates over 460 licensed cemetery, funeral, and cremation providers operating across 23 states and Puerto Rico, including Pine Forest Memorial Gardens, at 770 Stadium Drive, Wake Forest, N.C. 27587.²

11. Defendant StoneMor GP LLC is a Delaware limited liability company with its headquarters located at 955 Keller Road, Suite 1500, Altamonte Springs, FL 32714.

12. Everstory Acquisition Portfolio LLC is a Delaware limited liability company with its headquarters located at 955 Keller Road, Suite 1500, Altamonte Springs, FL 32714 and, upon information and belief, is a subsidiary of StoneMor, Inc.

13. On October 18, 2023, through its subsidiary Everstory Acquisition Portfolio LLC, Defendants gained control and ownership of 27 properties from Park Lawn Corporation, including Pine Forest Memorial Gardens, located at 770 Stadium Drive, Wake Forest, N.C. 27587.³

14. Pine Forest Memorial Gardens, LLC, is a limited liability company, incorporated in North Carolina, located at 955 Keller Road, Suite 1500, Altamonte Springs, FL 32714.⁴

15. Pine Forest Memorial Gardens, Inc., is a corporation incorporated in North Carolina, located at 712 West North Street, Raleigh, NC 27605.⁵

16. Pine Forest Memorial Gardens operates its business within the definition of “Cemetery” as stated in N.C. Gen. Stat. Ann. §65-48.

JURISDICTION AND VENUE

² <https://everstorypartners.com/about/>; <https://www.memorialplanning.com/state/north-carolina/> (last accessed June 4, 2026).

³ <https://nccemetery.org/wp-content/uploads/2024/02/Special-Meeting-Minutes-2023-12-06.pdf> (last accessed May 29, 2026).

⁴ https://sosnc.gov/online_services/search/Business_Registration_profile/5619728 (last accessed June 4, 2026)

⁵ https://sosnc.gov/online_services/search/Business_Registration_profile/4755655 (last accessed June 4, 2026)

17. This court has jurisdiction over Defendants in the matter pursuant to N.C.G.S. § 1-75.4, and N.C.G.S. 75-16.

18. This court has jurisdiction and venue over the parties and this cause of action. This civil matter arises out of conduct of the Defendants committed in whole or in part in Wake Forest, North Carolina against residents of the State of North Carolina.

19. This Court has personal jurisdiction over Defendants because they regularly conduct business operations within Wake County, North Carolina and manage and/or operate business registered in the State of North Carolina.

20. Venue is proper in this Court because the conduct at issue occurred, whole or in part, in Wake County, North Carolina.

FACTUAL ALLEGATIONS

A. Plaintiffs' Interactions with Pine Forest

21. John Ross Foster, son of Plaintiffs Carrie and David Foster, passed away on March 31, 2021.

22. Plaintiffs arrived at Pine Forest Memorial Gardens in April of 2021, to select and discuss burial plans for their deceased child. Upon arrival, Pine Forest's cemetery manager, Dyann Miller, showed Plaintiffs around the grounds and subsequently executed the sale of four (4) burial lots to the Fosters.

23. Specifically, Plaintiffs purchased two (2) lots in the "Rose Section" of the cemetery and two (2) lots in the "Serenity Section."

24. The Purchase and Sale Agreements for these plots were signed on separate days, with Plaintiffs executing the contract for the Rose Section plots on April 1, 2021 and executed the

contract for the Serenity Section plots on April 9, 2021. The Purchase and Sale Agreements have been paid in full by Plaintiffs.

25. Per the Purchase and Sale Agreements signed and executed on April 9, 2021, for the Serenity plots, the total purchase price for these plots was \$5,750.00. Per the agreement, Plaintiffs put down a \$600 down payment and financed the remaining \$5,150.00. Per the Agreement, Plaintiffs and Defendants agreed to a payment schedule which consisted of twelve (12) reoccurring monthly payments, in the amount of \$429.17 each payment, with each payment due on the 2nd of the month. The first payment was due May 2, 2021, and the final payment was due April 2, 2022.

26. At no point during their interactions or communications with Plaintiffs did Defendants indicate to Plaintiffs that they were late for a payment nor any notice of missed payment.

27. Furthermore, Plaintiffs and Defendants both signed a receipt authorizing Defendants to charge Plaintiffs' credit card per the payment schedule outlined above.

28. The selection and location of these plots was not incidental and extremely deliberate for the Fosters. Deeply religious, the four (4) plots locations upon a hill overlooking a lake carried heavy spiritual meaning and were selected for the explicit reason that the locations would allow both Carrie and David to be buried at their son's feet for eternity.

29. Plaintiffs first became aware of Defendants' misconduct on July 25, 2025, when they arrived at Pine Forest, during what they expected to be a routine visit to their son. Upon arrival at the gravesite, Plaintiffs were "startled" to find that it appeared another body had been buried in the plot they owned directly at their son's feet in the Serenity section.

30. The Fosters immediately went to the office on the cemetery grounds to inquire about their suspicions, where they were told by Defendants' staff there was allegedly no evidence in their system that anyone had been buried in Plaintiffs' plots. Furthermore, Defendants' staff provided Plaintiffs with the records from their system which indicated Plaintiffs were the sole owners of the lots in question which were labeled as purchased.

31. Still uncertain regarding the truthfulness of Defendants' attempted reassurances, Plaintiffs hired Aaron Saunders of Patriot Scanning to conduct a Ground Penetrating Radar ("GPR") scan to verify whether or not another body was buried in the Serenity lot owned by Plaintiff.

32. Upon completion of the GPR report, Plaintiffs had their worst fears confirmed as the scan "identified a change in the soil layers that would indicate that the site had been excavated" indicating a body had been buried in the Serenity lot owned by the Plaintiffs.

33. The following day, July 29, 2025, Plaintiffs returned to Pine Forest where another employee of the cemetery "placed a rod in the ground and confirmed again that someone was buried there." The staff apologized to the Fosters, stating "mistakes happen" and that Defendants "would make it right."

34. On July 31, 2025, Plaintiffs received a call from RJ McClure, Sales Manager at Pine Forest Memorial Gardens, who wanted to meet with Plaintiffs in person the following day to explain.

35. At the meeting on August 1, 2025, Mr. McClure informed Plaintiffs "that the lots below [their] son are Rose lots, and not the Serenity lots [Plaintiffs] purchased." Mr. McClure offered to move all of Plaintiffs' lots to another location in Pine Forest. Plaintiffs told Mr. McClure that moving their son was not acceptable.

36. Mourning the loss of a family member, especially a child, is an emotional toll Plaintiffs will never fully recover from. When guided to Defendants' website, Plaintiffs believed what Pine Forest advertised: "We believe that every life is unique and deserves to be celebrated in a way that reflects the individual. Our compassionate team is here to listen, support, and ensure your needs are met with respect."⁶ In reality, however, Defendants' conduct contradicted and demonstrated the direct antithesis of its own professed values. Driven by an inability to listen, support, or ensure the needs of their clients were respected Defendants' actions left the Plaintiffs devastated.

37. Despite their purchase and execution four (4) years prior, Defendants did not provide plaintiffs with a copy of their Certificates of Interment Rights until August 14, 2025.

B. North Carolina Cemetery Commission

38. The North Carolina Cemetery Commission ("NCCC") is a regulatory board responsible for the supervision and regulation of cemeteries and cemetery management in the state of North Carolina.⁷

39. Left with no other means of recourse, Plaintiffs submitted a formal complaint to the NCCC, detailing all the information and alleged misconduct committed by Defendants outlined above.

40. Per the NCCC's request, Defendants responded to the Commission in an attempt to justify their misconduct on September 24, 2025. However, in this statement, Defendant claimed the issue occurred allegedly not because of their own misconduct, but rather it was due to

⁶ <https://www.memorialplanning.com/location/pine-forest-memorial-gardens/about-us/> (last accessed, May 29, 2026).

⁷ <https://nccemetery.org/> (last accessed May 29, 2026).

inaccuracies in the previous ownership's hand-drawn map indicating Serenity burial lots that did not exist. Defendants' response to the NCC included:

- a. "On April 1, 2021, the Fosters purchased Rose Section 150A, Spaces 2 and 3. We have documentation confirming these spaces were paid in full...On April 9, 2021, a separate contract was executed for 'Serenity' spaces. However we do not have evidence that this contract was ever paid in full, nor do we have Certificates of Interment Rights for these spaces. Our ongoing review suggests that the referenced Serenity spaces do not exist. The only evidence of these spaces was by way of a hand-drawn map in addition to an existing map. It was not recorded on any other map. Further the pins (placed in 1975) reflect this section to be "Rose" Garden, not 'Serenity.'"
- b. "The space directly beneath the Fosters' son (Rose Section 152, Spaces C3) is owned by another family, with their loved one interred in June 2025. This space was never part of the Fosters' April 1, 2021 contract, which is why it was not discovered when the interment took place."
- c. "It is important to note that the Cemetery previously offered the Fosters an alternative option to rest directly adjacent to their son (to the right of him) rather than in the area where another interment had taken place. The Fosters declined this option."

41. Defendants' statements, however, are false and misleading, as Plaintiffs allege:

- a. Over one month prior to submitting this response to the Commission, on August 14, 2025, Defendants issued Plaintiffs four Certificates of Interment Rights for the lots they purchased in which two state the Interment Rights are connected to Serenity Section, Lot 22, Spaces E2-E3. Plaintiffs also signed and executed a Purchase and Security Agreement with Pine Forest that was for lots 22E, Spaces 2 and 3, located in the Serenity Section. Lastly, Plaintiffs obtained and provided screenshots from Defendants' own records reflecting an electronic map of the burial plots and a ledger indicating the Fosters were the sole owners of the same Serenity plots outlined in the contract.
- b. Defendants' assertion that the Plaintiffs' Serenity lots were never part of the April 1, 2021 contract is technically true, but the agreement signed on April

9, 2021 was executed for the Serenity lots. Accordingly, both contracts were executed and signed well before the June 2025 interment.

- c. Lastly, the “offer” described in Everstory’s response to the commission was never made to the Plaintiffs, and regardless, no lots exist directly adjacent to the Plaintiffs’ son.

C. Everstory’s Repeated Pattern and History of Misconduct

42. Everstory Partners owns and operates over 400 licensed cemeteries, yet comments on social media and previous lawsuits indicate a repeated pattern and history of widespread and systematic misconduct and mistreatment of Defendants’ customers and the sacred wishes of families seeking to lay their loved ones to rest.

43. In September of 2025, one patron on Facebook posted a photo of a damaged gravesite with the caption “[a]nyone who had everything at their loved ones gravesite stolen, destroyed, or thrown in the woods at Pine Forest Memorial Gardens in Wake Forest please message me with photos. I called the police. Unacceptable. PS [I] want to add that new management did this...this was not a random act.”⁸

44. Additionally, Pine Forest Memorial Gardens’ Yelp account contains scathing reviews which Defendants have repeatedly responded to online. Not only do these numerous complaints demonstrate further support for the systematic, repeated mismanagement, and misconduct of the Defendants but also demonstrate that Defendants have been on notice and aware of their misconduct for a long time. Below are some of the complaints publicly available:

- a. “They should be ashamed of themselves. Pine Forest Memorial Gardens has become a place of heartbreak, neglect, and disrespect under its new management... Families were given no notice before employees came through and stripped graves of personal belongings--flowers, toys from children's graves, tokens of love, even temporary markers--and tossed them

⁸ <https://www.facebook.com/groups/337911350786238/posts/1512334330010595/> (last accessed May 29, 2026)

aside like garbage... The irony is painful: families tried to bring dignity and beauty to their loved ones' resting places because the cemetery itself has failed to maintain the grounds. My grandparents have been buried here for over a year, and their resting place is still nothing but a mud pit. Surrounding graves are caked in dirt so thick you cannot even read the names. Despite repeated complaints, nothing has been done... When confronted, management's excuse has been to point at the fine print in the contract, saying no additional items are allowed at graves... instead, Pine Forest Memorial Gardens blindsided grieving people at their most vulnerable moment, and then hid behind "contract language" to justify it.”⁹

- b. “The conduct of this new management is appalling. Their approach shows a complete lack of compassion and understanding of what this place means to grieving families. They need to immediately reconsider their role in overseeing such a sensitive and sacred responsibility, as their actions have proven they are not suited for this profession.”¹⁰
- c. “The callous, horrible and disgusting lack of compassion shown by Pine Forest Memorial Gardens is utterly unacceptable.”¹¹
- d. “My grandchild's grave was desecrated by this heartless new management! This could have been handled in a much more respectful way. RJ in management did not take the time to even return my call yesterday. I am beyond devastated for the families whose graves have been practically destroyed, including my grandchild's grave!!!! All of my calls to them today have gone to voicemail.”¹²

45. Pine Forest’s management and interactions with its patrons repeatedly demonstrate an inability to provide Plaintiffs, and other similarly situated, with the reasonable care obligated in their capacity as a business operating in North Carolina, or the decency deserved when interacting with families grieving the worst losses of their lives.

⁹ https://www.yelp.com/biz/pine-forest-memorial-gardens-wake-forest?osq=Funeral+Services+%26+Cemeteries&override_cta=Ask+for+information (last accessed May 29, 2026)

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

46. Defendants were fully aware that they were not properly maintaining their business. Defendants were fully aware that their conduct did not meet basic standards and was harming Plaintiffs and other similarly situated, yet Defendants continued to disregard their duty of care and took advantage of family's vulnerability for profit.

47. Defendants were motivated to conceal their unlawful practices complained of herein because Defendants knew or should have known that their unlawful activities constituted violations of North Carolina law.

48. Upon information and belief, Defendants neglected their record-keeping duties and/or disregarded or failed to consult records kept by Defendants that reflect the true location of bodies in its possession.

49. Plaintiffs in this case have been harmed by Defendants' unlawful conduct at Pine Forest Memorial Gardens and seek relief from Defendants for their fraudulent statements made to a state regulatory board and failure to correct their practices and pattern of engaging in misconduct related to the sale of burial plots and cemetery services, under circumstances which mislead the purchasers into believing they were receiving the requisite care and deference one would reasonably expect when handling a matter as emotionally difficult as death.

CLASS ALLEGATIONS

50. Pursuant to N.C. Gen. Stat. Ann. §1A-1, R.23, Plaintiffs bring this action individually and on behalf of the following class

All persons and family members in North Carolina who purchased burial plots, interment rights, and/or burial services from Defendants which Defendants mishandled, disturbed, or otherwise neglected.

51. Excluded from the Class are: (1) the judges presiding over the Action, Class Counsel, and members of their families; (2) the defendants, their subsidiaries, parent companies,

successors, predecessors, and any entity in which Defendants or their parents, have a controlling interest, and their current or former officers or directors; (3) persons who properly opt out and (4) the successor or assigns of any such excluded persons.

52. **Numerosity:** The Class is so numerous that joinder of all members is impracticable. Plaintiffs are unable to provide a specific number of members of the Class because that information is solely in the possession of Defendants. However, the exact number of Class members will be easily ascertained through a review of Defendants' business records. Upon information and belief, the Class includes the family members of hundreds of decedents.

53. **Typicality:** All of Plaintiffs' claims are typical of the claims of the Class because the named Plaintiffs, like all other members of the Class, had a family member and burial lots handled by Defendants, such that all claims arise from the same uniform, core set of facts. Thus, Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

54. **Adequacy:** Plaintiffs are adequate Class representatives because their interests do not materially or irreconcilably conflict with the interests of the Class that they seek to represent, they have retained counsel competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

55. **Superiority:** A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and the Class. The injury suffered by each Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them.

Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties and to the court system presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Members of the Class can be readily identified and notified based on, *inter alia*, Defendants' records and databases.

56. **Commonality and Predominance:** The following questions common to all class members predominate over any potential questions affecting individual class members:

- a. Whether Defendants owed a duty of care to Plaintiffs and the Class's family members that were handled at Pine Forest Memorial Gardens or other Everstory Partners property;
- b. Whether Defendants breached those duties;
- c. Whether Defendants violated the laws alleged herein; and
- d. Whether Plaintiffs and all other members of the Class are entitled to damages and the measure of such damages and relief.

57. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole.

COUNT I
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

58. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

59. Defendants' actions described above constitutes conduct so outrageous in character, goes beyond all possible decency, and are to be regarded as atrocious and utterly intolerable in a civilized community.

60. Defendants knew, should have known, or deliberately disregarded the high degree of probability that they were engaging in the heinous behavior described herein, striking fear, anguish, and profoundly emotional suffering into the hearts of the Plaintiffs or any reasonable individual.

61. At a minimum, Defendants engaged in the conduct described herein, with a reckless interference to the likelihood that their actions would cause severe emotional distress to Plaintiffs.

62. As a direct and proximate result of Defendants' extreme and outrageous conduct, Plaintiffs have suffered severe emotional distress.

COUNT II
BREACH OF CONTRACT

63. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

64. Plaintiffs and Defendants executed and signed valid and binding contracts for the purchase of specifically identified burial plots located in Pine Forest Memorial Gardens.

65. Under the terms of these contracts, Defendants were obligated to preserve, protect, and respect the existence of Plaintiffs' exclusive right to the specifically selected and purchased burial plots and to ensure no other individual would be interred therein without Plaintiffs' authorization.

66. Defendants failed to exercise the requisite skill, care, discretion, and overall decency obligated under North Carolina contract law in managing burial plot assignments and interment records.

67. Defendants breached the terms of these contracts by interring the remains of another unauthorized body in the Serenity burial plot purchased and owned solely by Plaintiffs.

68. As a direct and proximate result of Defendants' breach of contract following the actions described above, Plaintiffs have suffered damages and harm described herein.

COUNT III
NEGLIGENCE

69. Plaintiffs and the class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

70. Defendants, as the owners and operators of a cemetery providing paid burial services to the public, owed Plaintiffs a duty to exercise reasonable care in the management and maintenance expected of any reasonable patron seeking to bury their loved one at Pine Forest. As well as the duty to keep accurate records with regards to burial plots, interment rights, and assignments throughout the cemetery.

71. Defendants breached this duty by failing to take the reasonable steps required to treat the loved ones of the deceased with proper decency and respect, maintain accurate records of burial plot ownership and location, implement adequate systems to prevent the misconduct described above from occurring, and ensure no remains are interred in the wrong burial plot.

72. Defendants' breach of this duty caused both directly and proximately, injuries and severe emotional distress to Plaintiffs and the putative class.

COUNT IV
UNFAIR AND DECEPTIVE TRADE PRACTICES
N.C. Gen. Stat. §75-1.1

73. Plaintiffs and the class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

74. N.C. Gen. Stat. §75-1.1 declares unlawful “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce.” *See* N.C. Gen. Stat. §75-1.1(a).

75. For the purposes of N.C. Gen. Stat. §75-1.1 “commerce” includes all business activities, however denominated. *See* N.C. Gen. Stat. §75-1.1(b).

76. At all relevant times described herein, Defendants were engaged in commerce within the meaning of N.C. Gen. Stat. §75-1.1(b) through the business of selling burial plots, interment rights, and cemetery services to Plaintiffs, putative class, and general public.

77. Defendants engaged in unfair and deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1. Defendants’ conduct was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers. *See* N.C. Gen. Stat. §75-1.1(a).

78. Defendants caused to be made or disseminated through North Carolina and the United States, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including Plaintiff, and otherwise engaged in activities with a tendency and capacity to deceive.

79. Defendants committed unfair and deceptive acts by, among other things:

- a. Selling burial plots to Plaintiffs and subsequently interring another unauthorized body in the same plots;
- b. Making multiple false, misleading, or fraudulent statements to the North Carolina Cemetery Commission regarding the actions described above;
- c. Actively concealing their misconduct from Plaintiffs and other similarly situated; and
- d. Engaging in the systematic practice of double selling burial plots to multiple customers.

80. Plaintiffs reasonably relied on Defendants' representations regarding the exclusivity and location of their burial plot.

81. As a direct and proximate result of Defendants' unfair and deceptive trade practices, Plaintiffs suffered an injury.

82. Plaintiffs seek to recover actual damages and exemplary damages, as well as reasonable attorneys' fees and costs pursuant to N.C. Gen. Stat. §75-86.

COUNT V
COMMON LAW FRAUD

83. Plaintiffs and the class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

84. Defendants made false representations or concealed material facts from Plaintiffs and the North Carolina Cemetery Commission regarding the misconduct described herein.

85. Defendants' false representations were reasonably calculated to deceive Plaintiffs, other similarly situated customers, and the North Carolina Cemetery Commission.

86. Defendants' false representations were made with the intent to reasonably deceive Plaintiffs, other similarly situated customers, and the North Carolina Cemetery Commission.

87. Defendants' false representations did in fact deceive Plaintiffs, other similarly situated customers, and the North Carolina Cemetery Commission who reasonably relied on them to their detriment.

88. As a direct and proximate result of Defendants' fraud, plaintiffs have suffered damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the putative class, request the following relief:

- a. Certification of this action as a class action and the appointment of Plaintiffs to serve as class representatives and undersigned as class counsel;
- b. An award of compensatory damages in an amount deemed appropriate by the trier of fact, along with prejudgment and post-judgment interest;
- c. An award of punitive damages in an amount deemed appropriate by the trier of fact, along with prejudgment and post-judgment interest;
- d. An award of attorney's fees and costs as permitted by law; and
- e. Any other relief which this Court deems just and proper or to which Plaintiffs and the putative class may be entitled as a matter of law.

DATE: June 25, 2026

/s/ Ryan A. Valente

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**PHV forthcoming*

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