

Benjamin T. Sirolly
Deputy Attorney General
 PA Attorney I.D. No. 329665
 Pennsylvania Office of Attorney General
 1600 Arch Street, Third Floor
 Philadelphia, Pennsylvania 19103
 Telephone: (267) 940-6713
 Facsimile: (215) 560-2494
 bsirolly@attorneygeneral.gov
Attorney for Plaintiff



**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
 CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA	:	
By Attorney General Michelle A. Henry	:	_____ Term, 2023
<i>with offices located at 1600 Arch Street,</i>	:	
<i>Third Floor, Philadelphia, PA 19103</i>	:	
	:	
Plaintiff	:	No. _____
	:	
v.	:	
	:	CIVIL ACTION – EQUITY
ALL AMERICAN MONUMENTS,	:	
<i>INC. located at 12041 Bustleton Avenue,</i>	:	
<i>Philadelphia, PA 19116-4324</i>	:	
	:	
and	:	
	:	
NANCY JELASSI, individually, and as a	:	
Owner and Operator of All American	:	
Monuments, Inc.	:	
<i>residing at 411 Overlook Avenue</i>	:	
<i>Willow Grove, PA 19090, njelassi66@gmail.com</i>	:	
	:	
Defendants	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or

for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Philadelphia Bar Association
Lawyer Referral & Information Service
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6333
PA Bar Association: www.pabar.org**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascntar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SI NO PUEDE CONTRATAR A UN ABOGADO, ESTA OFICINA PODRÍA LE PROPORCIONARLE INFORMACIÓN SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES POR UNA TARIFA REDUCIDA O SIN CARGO.

**Servicio De Referencia E Informacion Legal
Asociacion De Licenciados De Philadelphia County
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6333
Asociacion De Licenciados De Pennsylvania: www.pabar.org**

Benjamin T. Sirolly
Deputy Attorney General
PA Attorney I.D. No. 329665
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (267) 940-6713
Facsimile: (215) 560 2494
bsirolly@attorneygeneral.gov
Attorney for Plaintiff

Benjamin T. Sirolly
Deputy Attorney General
PA Attorney I.D. No. 329665
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (267) 940-6713
Facsimile: (215) 560 2494
bsirolly@attorneygeneral.gov
Attorney for Plaintiff

THIS IS NOT A COMPULSORY ARBITRATION CASE
This case has been brought by the Commonwealth of
Pennsylvania under the Pennsylvania *Unfair Trade Practices*
and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*,
AN ASSESSMENT OF DAMAGES HEARING
IS REQUIRED

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA	:	
By Attorney General Michelle A. Henry	:	_____ Term, 2023
<i>with offices located at 1600 Arch Street,</i>	:	
<i>Third Floor, Philadelphia, PA 19103</i>	:	
	:	
Plaintiff	:	No. _____
	:	
v.	:	
	:	CIVIL ACTION – EQUITY
ALL AMERICAN MONUMENTS,	:	
INC. located at 12041 Bustleton Avenue,	:	
Philadelphia, PA 19116-4324	:	
	:	
and	:	
	:	
NANCY JELASSI, individually, and as a	:	
Owner and Operator of All American	:	
Monuments, Inc.	:	
<i>residing at 411 Overlook Avenue</i>	:	
<i>Willow Grove, PA 19090; njelassi66@gmail.com</i>	:	
	:	
Defendants	:	

COMPLAINT

The Commonwealth of Pennsylvania by Attorney General Michelle A. Henry (hereinafter “Commonwealth” or “Plaintiff”), brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “*Consumer Protection Law*”), against Defendants All American Monuments, Inc. and Nancy Jelassi to restrain by permanent injunction their unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the *Consumer Protection Law*.

The Commonwealth believes it serves the public interest to seek a permanent injunction from this Honorable Court to restrain the methods, acts, and practices of the Defendants. The Commonwealth believes that Defendants caused citizens of the Commonwealth harm, and will continue to cause citizens of the Commonwealth harm unless this Honorable Court enjoins Defendants’ illegal acts and practices complained of herein. The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the *Consumer Protection Law*. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the *Consumer Protection Law* for willful violations, and seeks to recover its costs for enforcement of the *Consumer Protection Law*.

In support thereof, the Commonwealth avers the following:

INTRODUCTION

1. This suit concerns the failure by Defendants All American Monuments, Inc. and Nancy Jelassi to deliver cemetery monuments and related goods and services to individuals grieving the loss of their loved ones.

2. Individuals submitted complaints to the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau”) regarding Defendants. The complaints state Defendants received substantial deposits for cemetery monuments, made repeated false promises of delivery, and ultimately failed to deliver the monuments or provide refunds.

3. One individual submitted a complaint that begins, “Mom and Dad died 12 days apart in January 2021 due to Covid.” Despite receiving a substantial deposit, Defendants never provided this individual her mother and father’s cemetery monuments.

4. Another individual wrote in her complaint, “[m]y mom lays in the grave for almost 3 years like [an] unknown soul. This situation breaks my heart and harms my health. I can’t sleep because I could not finalize this grieving process and fulfill my obligation to my mother.” Despite receiving a substantial deposit, Defendants never provided this individual her mother’s cemetery monument.

5. Over and over again, Defendants took money for cemetery monuments and related goods and services, but failed to deliver.

6. The Commonwealth, by the Attorney General, files this action in the public interest to enjoin Defendants’ illegal practices and require Defendants to pay restitution, penalties, and further relief the Court deems just.

JURISDICTION

7. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

8. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a) and (c).

THE PARTIES

9. Plaintiff is the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

10. Corporate Defendant All American Monuments, Inc. (hereinafter “Defendant” or “All American” or collectively as one of the “Defendants”) is a Business Corporation registered with the Pennsylvania Department of State, with a registered principal place of business at 12041 Bustleton Ave., Philadelphia, Pennsylvania 19116.

11. Individual Defendant Nancy Jelassi aka Nancy Vulakh aka Ninel Vulakh (hereinafter “Defendant” or “Jelassi” or collectively as one of the “Defendants”) is an adult individual with a last known address of 411 Overlook Ave., Willow Grove, Pennsylvania 19090.

12. Defendant Jelassi is the sole owner and operator of All American Monuments, Inc. and conducted business at 12041 Bustleton Ave., Philadelphia, Pennsylvania 19116.

13. Defendant Nancy Jelassi formulated, authorized, approved, endorsed, directed, ratified, controlled or otherwise participated in the acts and practices set forth herein.

FACTS

I. Defendants Offered Cemetery Memorials and Related Services in the Commonwealth

14. At various times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by conducting business which included the advertising, marketing, offering, or selling cemetery markers and memorials and related services to consumers, including, but not limited to monument and marker engraving and lettering.

15. At various times relevant hereto, Defendant Jelassi exercised control over or participated in the day-to-day operations of All American Monuments, Inc.

16. At various times relevant hereto, Defendant Jelassi supervised, controlled, approved, authorized, ratified, benefited from, or otherwise participated in the acts and practices described below herein which constituted violations of the Consumer Protection Law.

17. As set forth below, Defendants engaged in deceptive business practices in failing to meet their promises and representations to timely deliver cemetery markers, monuments with engraving and lettering services, memorials, vases, and other related goods and services to consumers who lost loved ones.

18. Upon information and belief, during various time periods relevant and material hereto, Defendants solicited consumers by various methods, including through their website <http://www.finemonuments.com/>. A true and correct copy of a portion of Defendants' website is attached hereto and incorporated herein as Exhibit A.

19. Through the website, Defendants promised a "100% Satisfaction Guarantee," and that "[w]e strive to deliver the best services as well as the highest quality memorials!" See Exhibit A.

20. Defendants contracted with consumers in the Commonwealth of Pennsylvania for lettering, engraving, or memorials using documents titled "General Policies and Conditions for Monuments" and "Order Form." True and correct, redacted copies of an exemplary "General Policies and Conditions for Monuments" and an "Order Form" are attached herein as Exhibit B.

21. Defendants required a 33% (thirty-three percent) deposit at the time of the order; a second 33% (thirty-three percent) deposit at receipt of an "initial computer sketch" of the monument; and the remaining balance as soon as they completed the monument. See Exhibit B.

22. Although the contract notes that “creating [a] monument is an elaborate lengthy process” and Defendants “cannot guarantee any exact dates or deadlines,” the contract makes an express promise: “Our promise to you is that we will do our best to complete your monument in a timely fashion.” Exhibit B.

23. Over and over again, Defendants broke that promise.

II. Defendants Failed to Deliver Cemetery Monuments and Related Services to Many Consumers

24. The Bureau received consumer complaints regarding Defendants’ business practices.

25. Despite receiving tens of thousands of dollars in deposits and payments from individuals grieving the death of family members and loved ones, Defendants failed to deliver the contracted-for monuments and services.

26. Defendants regularly took money for funeral monuments and services but repeatedly delayed delivery and, for many, ultimately failed to produce the contracted-for monuments and items, and refused to produce a refund.

27. Upon information and belief, Defendants ceased producing, delivering, or offering for sale cemetery monuments and related services.

28. Despite ceasing operations, Defendants neither delivered merchandise purchased by numerous consumers nor returned those consumers’ deposits.

29. Indeed, many consumers requested refunds but received nothing.

30. Exemplary consumer complaints evincing Defendants’ unlawful acts, methods, and practices follow.

A. Consumer A

31. A consumer living in Feasterville, Pennsylvania (“Consumer A”) filed a complaint with the Bureau stating that she entered an agreement with Defendants in July 2020 to provide a memorial stone for her father’s grave site.

32. Consumer A purchased the memorial for her father, who had “passed away in a tragic situation.”

33. Consumer A paid All American Monuments, Inc. a deposit of \$1,325.00 on July 25, 2020 for a memorial stone with engravings and a portrait and a ceremonial vase. The monument included an etched portrait of her father. Consumer A agreed to pay Defendants a total of \$4,000.00.

34. Defendants told Consumer A that they would finish work soon—likely in a few months.

35. The consumer did not receive timely delivery, however.

36. The consumer then communicated directly with Defendant Nancy Jelassi, through email at nancy@finemonuments.com and through texts to Jelassi’s personal phone.

37. In these conversations, the consumer repeatedly asked for updates.

38. In at least one instance, Defendant Jelassi confirmed receipt of these communications.

39. Consumer A said “[t]hank you so much” to Defendant Jelassi for confirming receipt.

40. Consumer A continued, “[o]n April [it] will be 3 years,” and asked if—on the 3-year mark—the monument would be “ready by then?”

41. Defendants did not deliver the funeral monument by the 3-year anniversary of Consumer A's father's passing.

42. Consumer A requested a refund, but Defendants never issued a refund.

B. Consumer B

43. A consumer from Philadelphia, Pennsylvania ("Consumer B") filed a complaint with the Bureau stating that she entered into an agreement in March 2020 to provide a memorial stone and copings for her mother's grave that totaled \$6,000.00 (\$4,000.00 for memorial stone and an additional \$2,000.00 for copings).

44. Consumer B's mother passed away on January 18, 2020.

45. Consumer B ordered a monument for her mother from Defendants.

46. Consumer B provided Defendant All American a check for \$1,334.00 on March 10, 2020, which Defendant Jelassi received.

47. Consumer B provided Defendants an additional deposit check on January 15, 2021 for \$650.00.

48. Consumer B thus paid Defendants a total of \$1,984.00.

49. At the time of ordering the monument, Consumer B was over the age of 60. In October 2022, Consumer B stated she is 76 years old.

50. Consumer B stated "[Defendant] Nancy [Jelassi] assured me verbally and in writing in policy terms that [the] monument will be done in 6-8 months, but in case of any problem not later than a year." Defendants made this representation on or around March 10, 2020.

51. Consumer B received neither a headstone nor a refund from Defendants.

52. Defendants ceased communication from consumer and, still, after three years, the consumer did not receive a refund or monument from Defendants.

53. Consumer B wrote to the Bureau, “My mom lays in the grave for almost 3 years like [an] unknown soul. This situation breaks my heart and harms my health. I can’t sleep because I could not finalize this grieving process and fulfill my obligation to my mother.”

C. Consumer C

54. A consumer from Philadelphia, Pennsylvania (“Consumer C”) filed a complaint with the Bureau stating that she entered into an agreement in June 2020 for a memorial stone for a total of \$4,000.00.

55. Like other grieving consumers described herein, Consumer C was “patient” for “years” waiting for her memorial.

56. Consumer C placed a deposit with Defendants on June 8, 2020 for \$1,580.00.

57. The Consumer addressed the payment to “All American Monuments” and sent the payment email to Defendant Jelassi’s email address.

58. Consumer C continually reached out for updates, and Defendants told her each time that they would deliver the monument soon. In June of 2021, Defendants, according to Consumer C, “promised delivery in September 2021.” Consumer C “contacted [Defendants] in Sept 2021” and “were told December 2021” for delivery. Consumer C “called again in December” and Consumer C received a “promise[] that [the memorial] would be delivered in February 2022.” Consumer C “called in April asking for a refund and [Defendants] promised to return the call and did not.” In May 2022, Consumer C again called, and Defendants “replied they are unable to refund our deposit and that the monument is almost complete (the same thing

they ha[d] been saying for 2 years).” Consumer C stated Defendants “flatly refused to refund the deposit.”

59. Defendants discontinued communications with consumer and, still after nearly three years, Consumer C did not receive a memorial stone or refund from Defendants.

D. Consumer D

60. “Mom and Dad died 12 days apart in January 2021 due to Covid,” a consumer from Orefield, Pennsylvania (“Consumer D”) wrote in a complaint filed with the Bureau against Defendants.

61. “Within our Jewish faith,” Consumer D stated in the complaint, “we need to secure a monument at the gravesite by one year in order to do complete the traditional death practices.”

62. Consumer D purchased a monument from Defendants on March 12, 2021 and paid a deposit of \$2,500.00.

63. Defendants represented that they would deliver the memorial by September 2021.

64. Consumer D never received the monument or a refund.

65. Consumer D stated in the complaint, “I’m deeply saddened that I was not able to fulfill my parents’ traditions. This is an unacceptable practice taking advantage of people in grief.”

E. Consumer E

66. Another consumer from Philadelphia, Pennsylvania (“Consumer E”) filed a complaint with the Bureau stating that she entered into an agreement in April 2019 for a memorial stone for a total price of \$13,250.00. Shortly after, Consumer E provided a deposit

check for \$4,417.00. Yet, still, after four years, the consumer has not received a refund or memorial stone from Defendants.

F. Consumer F

67. In or around February 2021, a Holland, Pennsylvania consumer (“Consumer F”) ordered inscription for her mother’s grave stone.

68. Consumer F paid the full purchase price of \$1,945.00.

69. Defendants did not produce the inscription and ceased communication with consumer.

G. Consumer G

70. In or around September 2020, a Lansdale, Pennsylvania consumer, “Consumer G,” ordered a memorial stone from Defendants and paid a \$1,000.00 deposit.

71. Defendants did not deliver the memorial stone or a refund.

H. Consumer H

72. On or around April 2018, a Holland, Pennsylvania consumer (“Consumer H”) ordered a memorial stone and Defendants verbally agreed to install it by September 2018. Consumer H paid Defendants \$4,367.00 in deposits for the memorial stone. Defendants did not deliver the memorial stone or a refund.

I. Defendants Repeatedly Deceived Pennsylvania Consumers

73. Many other consumers submitted complaints to the Bureau that echo the experiences described above.

74. The Bureau received twenty two consumer complaints regarding Defendants’ business practices.

75. When consumers sought refunds for undelivered orders, Defendants failed and refused to make prompt and timely refunds, and routinely discontinued communication with consumers seeking such relief.

76. In communications with the Commonwealth, Defendant Jelassi admitted many consumers did not receive their ordered monument or other goods and services, and also did not receive a refund of the money paid to Defendants.

77. Defendant Jelassi expressed to the Commonwealth that she wanted to refund consumers who paid money but did not receive goods or services, but Defendant Jelassi has failed to do so.

78. Defendants still own and operate the All American Monuments website, which remains available online. Defendants could use the website to continue selling products and offering memorial stone services should they desire to do so.

79. Through illegal acts, methods, and practices, Defendants acquired moneys or property, real or personal, by means of violations of the *Consumer Protection Law*.

80. Defendants caused citizens of the Commonwealth of Pennsylvania to suffer harm, and will continue to cause irreparable harm unless this Honorable Court enjoins Defendants' illegal acts and practices.

81. The Commonwealth has reason to believe that Defendants used, are using, or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

82. The Commonwealth has reason to believe that proceedings to restrain by temporary or permanent injunction Defendants' illegal practices would be in the public interest.

83. The Commonwealth believes and therefore avers that additional consumers exist who the Bureau does not yet know and who did not yet file complaints with the Bureau, but who Defendants also harmed or from whom Defendants acquired moneys or property, real or personal, by means of violation of the *Consumer Protection Law*, including by the methods, acts, and practices alleged herein.

84. The Defendants' actions directly harmed Pennsylvania consumers, who paid Defendants for products and services that they neither delivered nor refunded.

* * *

85. The Commonwealth thus seeks a permanent injunction before this Honorable Court to restrain the illegal methods, acts, and practices of Defendants, complained of herein and as hereinafter set forth.

86. The Commonwealth also requests restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the *Consumer Protection Law*.

CLAIM FOR RELIEF

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**FAILURE TO DELIVER MERCHANDISE TO CONSUMERS &
FAILURE TO PROVIDE REFUNDS**

87. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

88. Defendants solicit and accept orders via their physical location and website, and fail to timely deliver merchandise to consumers who paid deposits, in accordance with representations made by Defendants to consumers via purchase orders and invoices.

89. Defendants misrepresent merchandise delivery dates to consumers in order to complete sales.

90. Defendants fail to timely issue refunds to consumers for memorial stones not delivered within the time represented, even in instances when the consumer directly requested Defendants cancel their order and refund their payments.

91. Defendants fail to provide memorial stones and services to consumers as advertised or represented.

92. Despite Defendants' consistent and repeated inability to delivery memorial stones and services for consumers who put down deposits, Defendants continue to solicit new orders via online website marketing.

93. Defendants' actions alleged herein caused harm to Pennsylvania consumers.

94. The aforesaid acts and practices constitute unfair methods of competition or unfair or deceptive acts or practices as prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, in violation of 201-2(4)(v);
- c. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

See 73 P.S. § 201-3 and § 201-2(4)(ii), (v), (ix) and (xxi).

95. Defendants acted willfully in the conduct alleged herein prohibited by Section 201-3 of the *Consumer Protection Law*. *See* 73 P.S. § 201-3.

96. The Commonwealth believes and therefore avers that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices of the Defendants complained of herein are permanently enjoined.

97. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendants as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the *Consumer Protection Law*.
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from conducting business that includes advertising, marketing, selling, offering, or providing cemetery markers and memorials and related services to consumers, including, but not limited to, monument and marker engraving and lettering.
- C. Permanently enjoining Defendants from receiving deposits for cemetery markers and memorials and related services to customers, including, but not limited to, monument and marker engraving and lettering.
- D. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto, including, but not limited to:
 - 1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, in violation of Section 201-2(4)(ii);
 - 2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, in violation of 201-2(4)(v);

3. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
 4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).
- E. Directing Defendants, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to make full restitution to all persons in interest from whom Defendants acquired any moneys or property, real or personal, by means of any violation of the *Consumer Protection Law*;
- F. Directing Defendants, pursuant to Section 201-8(b) of the *Consumer Protection Law*, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and Three Thousand Dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- G. Directing Defendants to pay to the Commonwealth for the costs of its investigation and litigation costs in this action; and
- H. Granting such other general, equitable, or further relief as the Court deems just and proper.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

Michelle A. Henry
Attorney General

Date: July 7, 2023

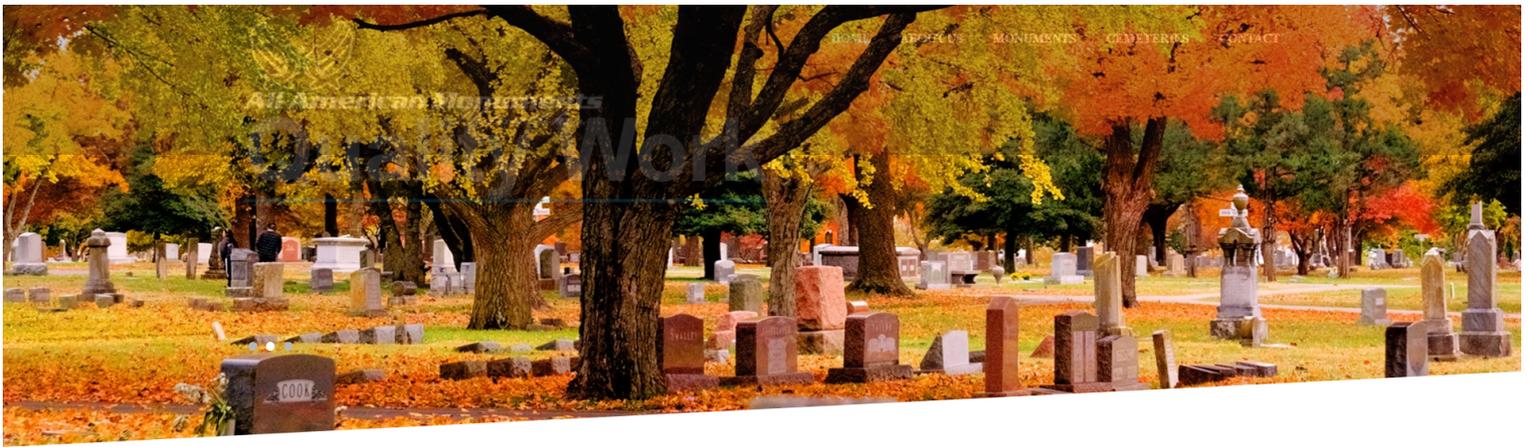
By:



Benjamin T. Sirolly
Deputy Attorney General
PA Attorney I.D. No. 329665
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (267) 940-6713
Facsimile: (215) 560-2494
bsirolly@attorneygeneral.gov
Attorney for Plaintiff

APPENDIX

Exhibit A



Showroom Hours

Mon & Wed - 10:00AM to 4:00PM
 Tue & Thu - 11:00AM to 6:00PM
 Sat - 10:00AM to 3:00PM

After Hours

By Appointment

Cemetery & House Appointments

Available

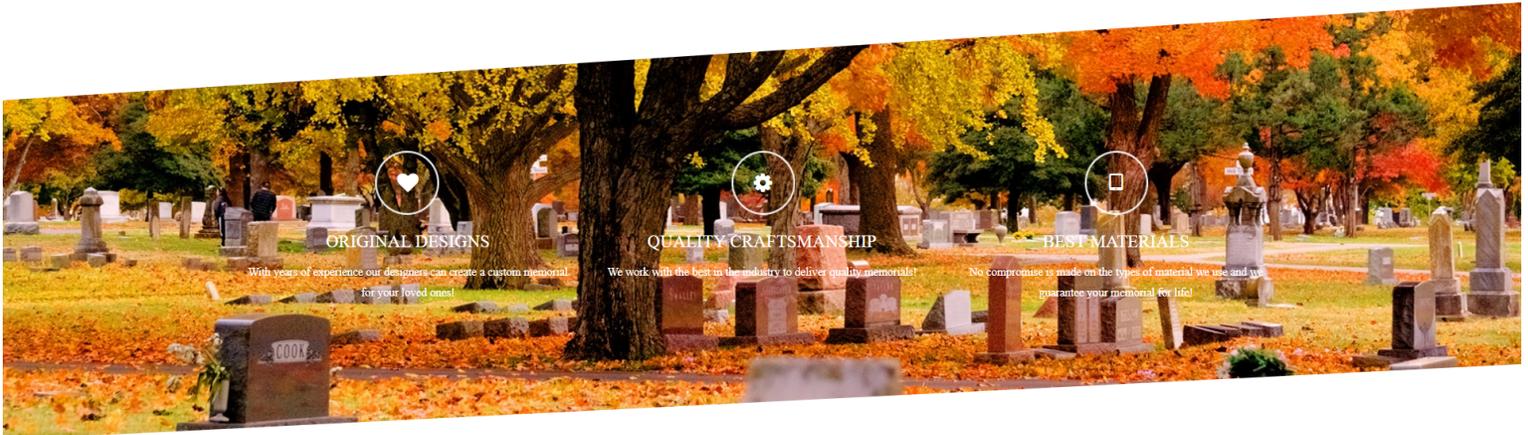
Conveniently located at corner of Bustleton Ave and Byberry Rd - Walk-ins welcome!

Please accept our sincere condolences about your loss - we are here to help in difficult times.

... ..

Conveniently located at corner of Bustleton Ave and Byberry Rd - Walk-ins welcome!

Please accept our sincere condolences about your loss - we are here to help in difficult times.



ORIGINAL DESIGNS

With years of experience our designers can create a custom memorial for your loved ones!

QUALITY CRAFTSMANSHIP

We work with the best in the industry to deliver quality memorials!

BEST MATERIALS

No compromise is made on the types of material we use and we guarantee your memorial for life!

Why Work With Us?

We listen, we discuss, we advise, we recommend and design ideas for you. We utilize expertise, as well as industry-specific technology.

Case ID: 230700723



Hand Etching

NO LASER ETCHING!

We pride ourselves with our etchings, our experienced artists create amazing and lively memorial portraits on many types of granite. We only work with the best and do not compromise on quality!



Highest Quality Granite

We only use top tier quarries

Ask an industry expert and you will find out - even the same type of granite can vary widely in quality. Our monuments stand out even at the cemetery.



Professional Installation

By Experienced Contractors

Everyone of our installers has extensive experience in the business. We only utilize licensed and insured personnel and use extreme caution.



Lifetime Guarantee

We are so confident in the quality of material we use that we guarantee it for life!



Price-match Guarantee

With unrivaled quality we can still match the competition!



Hand-crafted Work!

Our monuments are hand-crafted by very experienced artists and craftsmen!



Satisfaction Guarantee

We strive to deliver the best services as well as the highest quality memorials!

What Our Customers Say About Us?

Olesya Smith, Philadelphia, PA

All American are pretty much the only company around that still offers hand-etched portraits of amazing quality. Everyone else will do a quick laser portrait that would fade over the years!



Tanya V, Philadelphia, PA

The team at All American were extremely compassionate during those difficult times and were always there to answer our questions and guide us through the whole process.



Victor O, New Jersey

I would like to thank you for a wonderful assistance with the cemetery communication, approval process and all monument arrangements, including veiling. From start to finish you were extremely helpful!



Michael G, Minneapolis, MN

I was able to order my monument over the phone and entrust the whole process to All American Monuments. They did not disappoint! Everything was installed in a timely fashion, thank you!



Our Amazing Work

If you can imagine it, we can make it!

- ALL PROJECTS
- UPRIGHT
- LEDGERS
- BRONZE
- MAUSOLEUMS



Imperial Red with Jet Black Insert
👁️ 215 ❤️ 14



Triple Grey with Ceramic Portraits
👁️ 369 ❤️ 86



Airplane Tail
👁️ 400 ❤️ 124

Case ID: 230700723



Hand-Sculpted Book Shape
👁️ 480 ❤️ 95



Bahama Blue with Hand Etchings
👁️ 215 ❤️ 14



Jet Black Double Portrait
👁️ 375 ❤️ 102



Bahama Blue, Hand-Etched, Carved Flower
👁️ 440 ❤️ 35

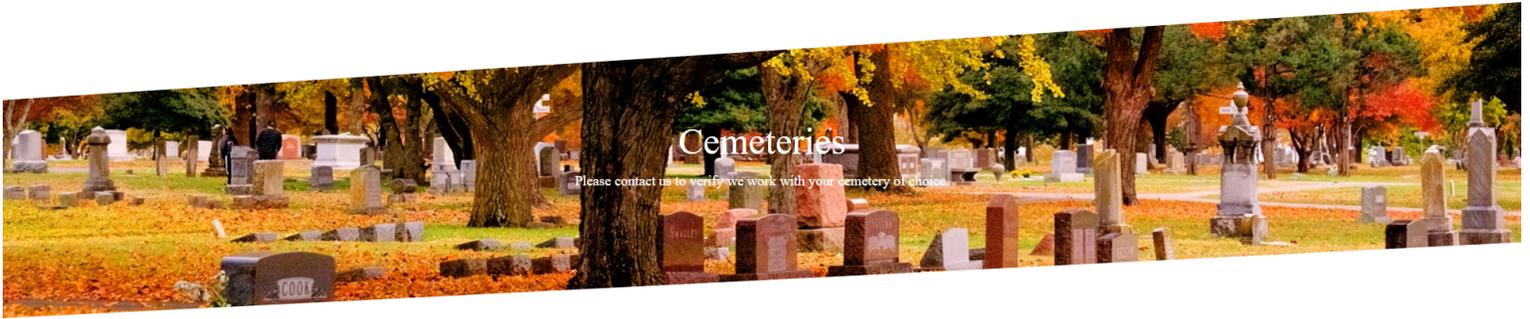


Jet Black, Ledger, Impressive Finishes
👁️ 512 ❤️ 36



Jet Black Closed Book Shape
👁️ 693 ❤️ 204

👉 GET A QUOTE



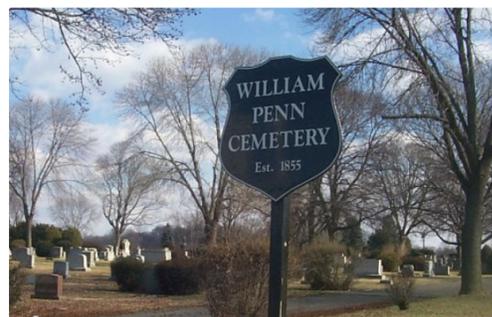
Shalom Memorial Park

25 Byberry Rd, Huntingdon Valley, PA 19006
phone: (215) 673-5800
[Website >](#)



Forest Hills Cemetery

25 Byberry Rd, Huntingdon Valley, PA 19006
phone: (215) 673-5800
[Website >](#)



Case ID: 230700723



Hatboro Cemetery

36 Fulmor Ave, Hatboro, PA 19040
phone: (215) 675-1653
[Website >](#)



William Penn Cemetery

13041 Bustleton Ave, Philadelphia, PA 19116
phone: (215) 673-8364
[Website >](#)



Lawnview Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)



St. Mary's Ukrainian Orthodox Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)



Lawnview Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)



St. Mary's Ukrainian Orthodox Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)



Lawnview Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)



St. Mary's Ukrainian Orthodox Cemetery

500 Huntingdon Pike, Jenkintown, PA 19046
phone: (215) 379-1600
[Website >](#)

↓ LOAD MORE CEMETERIES



Got a Question? We're Here to Help!

Get in touch with us

Case ID: 230700723



Name * Email *

Subject

Message *

- 12041 Bustleton Ave
Philadelphia, PA 19116
- +1 215 464 3424
- help@finemonuments.com
- live:help_2688
- [Google+](#)
- [Facebook](#)
- [Instagram](#)
- [Flickr](#)
- [YouTube](#)



We Care About Our Clients and Can Make Their Life Easier!

We take the stress away from your monument project and conduct all communication with the cemetery of your choice, as well as all other contractors involved.

[HOURS OF OPERATION](#)

[GET A QUOTE](#)

Exhibit B



GENERAL POLICIES AND CONDITIONS FOR MONUMENTS

Rev. 1.6

Thank you for choosing All American Monuments for your monument needs! The following is a list of general policies and conditions, please read carefully in order to avoid any misunderstanding during our process:

1. **TERMS:** Please note that creating your monument is an elaborate lengthy process and involves multiple parties. Even though most monuments take 6-8 months to complete, we cannot guarantee any exact dates or deadlines. Delays may occur during every aspect of permitting, production, transportation and installation. All orders are contingent upon and subject to strikes, delays, accidents, weather conditions and other causes beyond our control. Our promise to you is that we will do our best to complete your monument in a timely fashion. **Please do not schedule any unveilings until the monument is installed and inspected by you ([REDACTED])**
2. **PAYMENT TERMS:** A 33% deposit is required at the time of your order; a second 33% deposit at receipt of drawing. Payment of remaining balance is required as soon as your monument is completed and proof is provided to you. Installation of your monument will occur only after your balance is paid in full. In case your monument is completed prior to full payment, All American Monuments retains full title of said work and materials until balance is paid in full. In the event of non-payment, buyer hereby authorizes cemetery and other regulatory authorities to permit removal of work without process of law. Buyer will be liable for all fees related to collections of unpaid balances, as well as re-installation of monument.
3. **COLOR:** Please note that granite is a product of nature and as such, shades and textures may vary slightly. Unfortunately we cannot guarantee exact color matching.
4. **DIMENSIONS:** Please allow for industry standard tolerances of plus or minus one (1) inch.
5. **LETTERING:** ~~No more than 100 standard letters are included in your price, subject to availability of different alphabet sets. Additional letters will be charged at \$4.00 each.~~ *ND*
6. **DESIGN:** Our staff will provide you with an initial computer sketch of your monument. During the process you will be presented a professional computer design for approval prior to completion. A maximum of 3 design revisions are included in your price. Additional revisions will cost \$25.00 each.
7. **REFUNDS:** All sales are final and not subject to any refunds.
8. **CEMETERY REGULATIONS:** Please note that we comply with all cemetery rules and regulations. We assist our customers with permit application, however we cannot influence any permits, fees or policies imposed by cemeteries.
9. **ADDITIONAL WORK:** Your project will include only items listed on your order form. Any additional items, including but not limited to accessories, symbols, letters, etchings, inscriptions, name on back of stone, etc., would be considered additional work and will cost extra.

All American Monument reserves the right to use a photo of your monument for advertising purposes.

DATE:

9/11/2020

NAME

[REDACTED]

SIGNATURE

[REDACTED]

(Nov. 9, 2020)

Case ID: 230700723



All American Monuments
Philadelphia

ORDER STATEMENT

ORDER # 14-09-1
DATE: NOVEMBER 9, 2020

12041 Bustleton Ave, Philadelphia, PA 19116
Phone: 215.464.3424
Fax: (800) 341-8816
help@finemonuments.com
nancy@finemonuments.com ←

Nancy Jelassi

BUYER [REDACTED]

DETAILS [Cemetery] Shalom
[Section]
[Lot]
[Grave]

SALESPERSON	JOB DESCRIPTION	DESIGN	MATERIAL	PAYMENT TERMS
Nancy	Single with double base	Serp	Black	33% Upfront, 33% with sketch, balance when ready to install

QTY	ITEM	DESCRIPTION	DIMENSIONS	FINISH	LINE TOTAL
1	Die	Serp	22"x8"x36"	P3	Included
1	Base		60"x16"x12"	RPT	Included
1	Vase	Square w/chamfers	6"x10"		Included
1	Portrait	To match existing			Included
1	Inscription	To Match existing			Included
1	Foundation				Included
1	Installation				Included
1	Permit	To Shalom \$295.00			Not Included

TOTAL \$5000.00

DATE	11/9/20	PAYMENT	\$1700.00	BALANCE DUE	\$3300.00
DATE		PAYMENT		BALANCE DUE	
DATE		PAYMENT		BALANCE DUE	

CUSTOMER SIGNATURE: [REDACTED]

Please make all checks payable to All American Monuments Thank you for your business!

Case ID: 230700723

VERIFICATION

I, Sabrina Andrejak, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: July 7, 2023

/s/ Sabrina Andrejak
Sabrina Andrejak
Consumer Protection Agent