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SUPERIOR COURT OF CALIFORNIA

COUNTY OF YOLO

THE PEOPLE OF THE STATE OF CALIFORNIA,)

Plaintiff,)

v.)

MCNARY'S MORTUARY dba MCNARY'S)
CHAPEL; KRAFT BROS. FUNERAL DIRECTORS;)
PAUL WIGGINS; LAILENE VILLARET WIGGINS;)
and Does 1-20, inclusive,)

Defendants.)

Case No.

**COMPLAINT FOR INJUNCTIVE
RELIEF, CIVIL PENALTIES, AND
OTHER EQUITABLE RELIEF**

(Bus. & Prof. Code, §§ 17500, 17200, et
seq.)

Exempt from fees per Gov. Code, § 6103

1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (hereinafter “Plaintiff” or “the
2 People”), based on information and belief, alleges as follows:

3 INTRODUCTION

4 1. The death of a family member can be among the most trying times in a person’s life.
5 People charged with making final arrangements for a deceased loved one are entitled to do business
6 in a fair and ethical marketplace. Yet two of the Yolo County businesses that provide funeral and
7 cemetery goods and services chose to flout California law as a matter of course. Under the
8 leadership of Paul Wiggins and Lailene Wiggins, Kraft Bros. Funeral Directors and McNary’s
9 Mortuary, dba McNary’s Chapel took advantage of grieving individuals and families in nearly every
10 single one of their transactions over the course of at least four years.

11 2. The California Legislature recognizes the imperative of protecting the public in the
12 “death care industry,” where consumers are often particularly vulnerable. To advance consumer
13 protection in this sensitive sector, California law imposes price transparency and other requirements
14 on Defendants and all other “death care” businesses.

15 3. Between 2020 and June 2024, Kraft and McNary’s served more than 1,000
16 individuals and families with funeral goods and services. These clients entrusted Kraft and
17 McNary’s with one of the most sensitive business transactions of their lives. In nearly every one of
18 these transactions, the Defendants Paul Wiggins, Lailene Villaret Wiggins, Kraft and McNary’s
19 violated client trust, as well as California law.

20 4. Some of Defendants’ illegal conduct was obvious to the surviving families. Hundreds
21 of other legal violations were more subtle, resulting in relatively small over-charges, inclusion of
22 false information on death certificates, and violating disclosure and transparency requirements that
23 can easily go unnoticed by a customer, particularly one experiencing the grief and stress associated
24 with the death of a loved one. Other violations relate to the dimensions of Defendants’ business
25 operations that were not customer-facing. Combined, these unlawful practices amount to gross
26 misconduct and unprofessionalism pervading nearly every aspect of Defendants’ business.

27 5. The community’s loss was Defendants’ gain: Defendants imposed thousands of
28 fraudulent charges on people making final arrangements for their loved ones, which amounted to

1 more than half a million dollars from January 2020 through June 2024.

2 6. In addition to causing widespread financial harm to customers, Defendants' pervasive
3 illegal conduct demonstrates Defendants' extreme disrespect for the community and disdain for
4 California law designed to protect grieving individuals and families.

5 7. The People bring this action to put a stop to Defendants' abuses, to obtain restitution
6 for Defendants' hundreds of victims, and to hold Defendants accountable as provided under
7 California law.

8 **PLAINTIFF**

9 8. The People bring this action by and through Jeff W. Reisig, District Attorney of Yolo
10 County, by Assistant Chief Deputy District Attorney David J. Irej, Supervising Deputy District
11 Attorney Rachel C. Hilzinger, and Deputy District Attorneys Clara Morain Nabity and Madeline
12 Warren.

13 9. Pursuant to Business and Professions Code sections 17203, 17204, and 17206, the
14 People may bring a civil action in the name of the State of California to enjoin any person who
15 engages, has engaged, or proposes to engage in unfair competition, as defined in Business and
16 Professions Code section 17200, and to seek civil penalties for each act of unfair competition.

17 10. The People bring this action without prejudice to any other action or claim which the
18 People may have based on separate, independent, and unrelated violations arising out of matters or
19 allegations that are not set forth in this Complaint.

20 **DEFENDANTS**

21 11. Defendant MCNARY'S MORTUARY, dba MCNARY'S CHAPEL ("MCNARY'S")
22 is, and at all times relevant herein was, an incorporated California business engaged in funeral
23 services in the County of Yolo, by and through Defendants PAUL WIGGINS and LAILENE
24 VILLARET WIGGINS.

25 12. Defendant KRAFT BROS. FUNERAL DIRECTORS ("KRAFT"), is, and at all times
26 relevant herein was, a California corporation engaged in funeral services in the County of Yolo, by
27 and through Defendants PAUL WIGGINS and LAILENE VILLARET WIGGINS.

28 13. Defendant LAILENE VILLARET WIGGINS ("LAILENE WIGGINS") is, and at all

1 times relevant herein was, a natural person residing within the State of California. She is and at all
2 times relevant herein was, the Secretary of KRAFT. LAILENE WIGGINS has authority and control
3 over the business activities of both KRAFT and MCNARY’S. Upon information and belief,
4 LAILENE WIGGINS is part-owner of both KRAFT and MCNARY’S.

5 14. Defendant LAILENE WIGGINS acts in the capacity of a funeral director, as defined
6 in California Business and Professions Code section 7615. LAILENE WIGGINS obtained her
7 funeral director’s license in March 2024; upon information and belief, she acted in the capacity of a
8 funeral director, as defined in the California Business and Professions Code section 7615, throughout
9 the relevant time period. Defendant LAILENE WIGGINS is, and at all times relevant herein was,
10 acting in the capacity of a licensed life limited-funeral & burial insurance salesperson licensed by the
11 California Department of Insurance and from March 7, 2024 onward, as a funeral director (License
12 No. 4863), as defined in California Business and Professions Code section 7615.

13 15. Defendant PAUL WIGGINS is, and at all times relevant herein was, a natural person
14 residing within the State of California. He is, and at all times relevant herein was, owner of
15 MCNARY’S and KRAFT with authority and control over the business activities of both KRAFT and
16 MCNARY’S. Defendant PAUL WIGGINS is, and at all times relevant herein was, acting in the
17 capacity of a funeral director (License No. 2058), as defined in California Business and Professions
18 Code section 7615.

19 16. Defendants PAUL WIGGINS and LAILENE WIGGINS (“WIGGINS Defendants”)
20 are a married couple.

21 17. Each Defendant is a “person” as defined in Business and Professions Code section
22 17201.

23 18. DOES 1 through 20, inclusive, are persons whose names and identities are unknown
24 to the People at this time, and the People therefore sue these defendants by their fictitious names.
25 The People will seek leave to amend this Complaint to allege the true names of DOES 1 through 20
26 once determined and identified.

27 19. The People allege that, at all times relevant to this Complaint, DOES 1 through 20
28 participated in some or all of the acts alleged herein.

1 California, within Yolo County. KRAFT was first established in 1862 and has provided funeral
2 services to the local community for generations from its facility located at 175 2nd Street in
3 Woodland. MCNARY'S was established in or around 1969 and has also long served the local
4 community from its facility at 458 College Street in Woodland, within a few blocks from KRAFT.

5 29. KRAFT and MCNARY'S are two of four businesses that provide funeral services to
6 the general public within the city of Woodland. There are six such businesses within Yolo County.
7 KRAFT and MCNARY'S serve hundreds of people each year; some local families have relied for
8 generations on KRAFT and MCNARY'S to assist with the final arrangements for their deceased
9 family members.

10 30. KRAFT and MCNARY'S have been under the ownership and control of PAUL
11 WIGGINS since in or around 1998.

12 31. During all times relevant herein but at an exact time unknown to the People,
13 LAILENE WIGGINS has also owned and operated KRAFT and MCNARY'S with her husband,
14 PAUL WIGGINS.

15 32. Although KRAFT and MCNARY'S are technically separate corporations, they
16 operate as a single enterprise, under the common ownership and control of the WIGGINS
17 Defendants.

18 33. The WIGGINS Defendants each hold a funeral director license from the California
19 Cemetery and Funeral Bureau.

20 34. PAUL WIGGINS first received his funeral director's license in December 1999.
21 PAUL WIGGINS was also a licensed Cremated Remains Disposer from February 19, 1999 until
22 September 2022.

23 35. LAILENE WIGGINS first received her funeral director's license in March 2024.

24 36. Since June 2002 LAILENE WIGGINS has also held a Life Only Limited – Funeral
25 and Burial license, issued by the California Department of Insurance. This insurance license
26 authorizes her to sell pre-need life insurance policies, which are financial instruments that allow
27 individuals to pre-plan and pay for their final arrangements with a particular funeral home in
28 advance. Throughout the relevant time period, LAILENE WIGGINS sold preneed insurance policies

1 through Homesteaders Life Company, with KRAFT or MCNARY’S as the beneficiary funeral home.

2 37. Together, the WIGGINS Defendants continuously operated KRAFT and MCNARY’S
3 throughout the relevant time period. This includes continuous operation of KRAFT during a
4 temporary, partial closure of KRAFT’s physical location in 2020 and 2021. During that closure, and
5 throughout the relevant time period, the WIGGINS Defendants provided services for KRAFT clients
6 from the MCNARY’S College Street facility, using MCNARY’S employees.

7 38. Throughout the relevant time period, KRAFT and MCNARY’S have operated as a
8 single enterprise.

9 **II. Relevant law applicable to Funeral Homes**

10 39. The California Legislature recognizes the paramount importance of protecting
11 members of the public who seek services from funeral homes, which is among the most vulnerable
12 times in many people’s lives.

13 40. Thus, funeral establishments like KRAFT and MCNARY’S are subject to the specific
14 requirements of the Cemetery and Funeral Act (Chapter 12 of Division Three of the Business and
15 Professions Code), additional requirements in the Insurance Code, Health and Safety Code, and Code
16 of Regulations, as well as the full scope of California consumer protection laws applicable to all
17 California businesses.

18 41. Defendants, like all funeral providers, are also subject to the Federal Trade
19 Commission’s Funeral Rule (“Funeral Rule”), which is codified in Title 16 of the Code of Federal
20 Regulations, Chapter 1, subchapter D, Part 453, et seq. Violations of the FTC Funeral Rule also
21 constitute violations of California’s Unfair Competition Law, Business and Professions Code section
22 17200, et seq. (“UCL”).

23 42. California law establishes standards and requirements “death care industry”
24 participants must follow to ensure survivors and deceased individuals are treated with respect and
25 care. These include, but are not limited to, the following legal requirements:

- 26 a. Funeral homes must maintain an accurate, current General Price List (“GPL”) and
27 Casket Price List (“CPL”), pursuant to Business and Professions Code section
28 7685 and 7685.2.

- 1 b. Funeral homes must provide customers with copies of the GPL and CPL when
2 they arrive in person at the funeral home to ask about arrangements and/or prices,
3 pursuant to Business and Professions Code section 7685(a)(1).
4 c. Funeral establishments that host a website must list all goods and services they
5 offer, and they must either post the GPL or note that a GPL is available upon
6 request, pursuant to Business & Professions Code section 7685(b).
7 d. Before entering into a contract for goods and services, the funeral home must
8 provide an accurate, current itemization list for all funeral costs and services,
9 pursuant to Business and Professions Code section 7685.2.
10 e. Any contract for goods and services offered by a licensed funeral establishment
11 must include a statement, on the first page of the contract, with the current
12 address, telephone number, and name of the Department of Consumer Affairs,
13 Cemetery and Funeral Bureau, pursuant to Business & Professions Code section
14 7685.3.
15 f. Prior to the drafting of a contract for services, funeral establishments must provide
16 consumers with a copy of the Cemetery and Funeral Bureau's consumer guide for
17 funeral and cemetery purchases, pursuant to Business & Professions Code section
18 7685.5.
19 g. Funeral homes must not alter a decedent's clear direction for final disposition
20 when final arrangements are pre-paid, pursuant to Health and Safety Code section
21 7100.1.
22 h. Funeral homes must register deaths with the local registrar within eight calendar
23 days after death, in accordance with Health and Safety Code section 102775.
24 i. Funeral homes must furnish accurate information for vital records, pursuant to
25 Health and Safety Code section 103775.

26 43. The law also imposes requirements relevant to the ethical conduct and transparency of
27 Defendants' business. For example:

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- 1 a. Business and Professions Code section 7624 prohibits more than one funeral
2 establishment from transacting business in a single specific location of a different
3 funeral establishment, and section 7695 prohibits “steering” or solicitation of
4 funeral directing services to a business after a death or when the death is
5 impending.
- 6 b. Funeral homes must maintain and display their relevant licenses pursuant to
7 Business and Professions Code section 7680.
- 8 c. Funeral homes must report a change in corporate officers to the Cemetery and
9 Funeral Bureau within 10 days of the event, pursuant to Title 16 of the California
10 Code of Regulations section 1213.
- 11 d. Business and Professions Code section 7706 prohibits businesses from refusing to
12 promptly surrender the custody of human remains, personal effects, and death
13 certificates to the person lawfully entitled to receive them.
- 14 e. Business and Professions Code section 7707 prohibits gross negligence, gross
15 incompetence or unprofessional conduct in the practice of funeral directing.

16 44. California’s Insurance Code, section 780, also requires insurance agents, including
17 LAILENE WIGGINS, to accurately represent the terms of insurance policies and the benefits or
18 privileges promised thereunder.

19 45. Insurance agents, including LAILENE WIGGINS, have a particular duty of honesty,
20 good faith, and fair dealing with prospective insureds who are 65 years of age or older, pursuant to
21 Insurance Code section 785.

22 **III. Preneed contracts and relevant law**

23 46. Preneed insurance, also known as burial or funeral insurance, is a type of permanent
24 life insurance by which an individual can pre-purchase goods and services they select for their final
25 arrangements. Pre-need insurance is typically arranged through a funeral home.

26 47. Unlike other types of insurance for end-of-life care, the funeral home (rather than the
27 next of kin, for example) is the policy’s beneficiary. After the insured passes away, the death benefit
28 is paid directly to the funeral home from the premiums paid by the insured.

1 48. Pre-need insurance is marketed by insurers as tools for allowing individuals to
2 alleviate the emotional and financial burden loved ones can face in planning and paying for funeral
3 expenses. The goal for customers in purchasing preneed insurance is to guarantee certain funeral
4 goods and services will be provided at agreed-upon prices, ensuring surviving family members are
5 not financially responsible for those pre-selected and pre-paid goods and services. Thus, preneed
6 insurance contracts must be unambiguous about which goods and services are “guaranteed”—*i.e.*,
7 those with locked-in prices that cannot be increased—and those that are “not-guaranteed”—*i.e.*,
8 goods and services that may increase in price after the contract is executed and may not be covered
9 by the insurance policy. Because the insurance premiums must be held in an interest-bearing trust,
10 the value of the death benefit should grow over time, defraying the increased costs, if any, for “non-
11 guaranteed” goods and services.

12 49. Prened contracts can invite confusion for family members of a deceased insured,
13 who are not parties to the original contract, and are not direct beneficiaries of the contract. The
14 structure creates an information asymmetry between the funeral home and the family making final
15 arrangements: if that family does not know about the preneed insurance, or does not fully understand
16 the preneed insurance contract, they are reliant on the funeral home to disclose the preneed
17 insurance, honor the terms of the contract with a deceased counterparty, and disclose and provide any
18 interest earned on the premiums.

19 50. Thus, several provisions of California law are designed to ensure consumer protection
20 for insureds with preneeds, and the individuals responsible for making the insured’s final
21 arrangements at the time of need. These include, but are not necessarily limited to, the following
22 requirements:

- 23 a. Prior to drafting a contract for funeral goods or services, the funeral establishment
24 must present the person responsible for handling the funeral arrangements with a
25 statement disclosing whether or not the funeral establishment has any pre-need
26 agreement made by or on behalf of the deceased. (Bus. & Prof. Code § 7685.6.)
27 b. Where a deceased individual had a preneed contract, the funeral director must
28 present a copy of the pre-need contract to the individual making final

arrangements, pursuant to Business and Professions Code section 7745.

- c. Every preneed agreement must include specific information, including but not limited to “[a] statement, in clear nontechnical language” specifying “the services or merchandise included in the guarantee” for all contracts with partially guaranteed goods and services, pursuant to title 16, California Code of Regulations, Article 8, section 1275.
- d. The pre-need contract must clearly state if benefits are unavailable or limited for any reason. (Bus. & Prof. Code § 7735.5.)
- e. All preneed premiums must be held in a trust pursuant to sections 7735, 7737, 7737.3 of the Business and Professions Code.
- f. Every funeral establishment shall present to the survivor of the deceased who is handling the funeral arrangements or the responsible party a copy of any pre-need agreement which has been signed and paid for in full, or in part by, or on behalf of the deceased and is in the possession of the funeral establishment, pursuant to Business and Professions Code section 7745.

51. Despite these legal protections for insureds and their survivors, Defendants’ pervasive misconduct illustrates how simple it is for an unethical funeral home to abuse the information asymmetry, disregard their legal obligations, and over-charge family members of individuals with preneed policies.

IV. Defendants’ Unlawful Business Practices

52. More than 1,000 families in Woodland and throughout Yolo County have relied on Defendants to assist with final arrangements for their family members since 2020. They deserved to be treated with respect and dignity befitting the sensitive task they faced.

53. The People’s investigation into Defendants’ illegal business practices included an analysis of more than 1,000 of Defendants’ client files from 2020 through 2024. All but three files included clear evidence of violations of the law.

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1 **A. Defendants Over-Charge Nearly Every Single Customer**

2 54. Defendants list all goods and services they offer and the corresponding prices
3 principally on four documents: the General Price List, Casket Price List, and two different
4 documents with the same title, “Statement of Funeral Goods and Services Selected.” KRAFT and
5 MCNARY’S also maintained a “Catholic Package” price list. Each of these documents includes
6 statements about goods and services Defendants offered to the public. Defendants disseminate
7 statements through these documents with the intent to perform services, and to induce the public to
8 enter into obligations relating to those goods and services on the terms Defendants offer.

9 55. Defendants used three of those documents in particular to make false and misleading
10 statements to customers and potential customers, specifically:

- 11 i. The General Price List (“GPL”), which describes all goods and services KRAFT and
12 MCNARY’S offer, with the corresponding price or price range. Defendants maintain
13 separate GPLs for KRAFT and for MCNARY’S. Defendants update the GPLs from
14 time to time, with certain prices increasing over time. An exemplar GPL is attached
15 as **Exhibit 1** to this Complaint.
- 16 ii. A checklist titled “Statement of Funeral Goods and Services Selected,” which lists
17 goods and services on the left-hand side the page and has blank spaces for prices on
18 the right-hand side. These checklists are completed by hand by Defendants and have
19 spaces for the customer’s name and signature (“Goods & Services Checklist”). An
20 exemplar Goods & Services Checklist is attached as **Exhibit 2** to this Complaint.
- 21 iii. A second document, also titled “Statement of Goods and Services Selected,” which is
22 printed. This document also lists the goods and services selected and their
23 corresponding prices, and includes certain disclosures. The document includes a
24 “Summary of Expenses” section showing the subtotal, any sales tax applied, the grand
25 total, payments made, and the balance due (“Goods & Services Receipt”). An
26 exemplar Goods & Services Receipt is attached as **Exhibit 3** to this Complaint.

27 56. Each of the GPLs, Goods & Services Checklists, and Goods & Services Receipts
28 (collectively, “Pricing Documents”) included knowingly false and misleading statements concerning

1 the goods and professional services Defendants sold. Defendants disseminated the Pricing
2 Documents with intent to perform services, and to induce the public to enter into obligations relating
3 to the goods and services on terms Defendants never intended to honor.

4 57. Defendants also failed to publish a current, accurate GPL on the website they
5 maintained for MCNARY’S, until the website was de-published on or about October 7, 2022.

6 **B. False & Misleading “Cash Advances”**

7 58. Every GPL, Goods & Services Checklist, and Goods & Services Receipt includes a
8 section for “cash advances.” Defendants falsely represent to customers that cash advances are
9 purchases the funeral home makes on behalf of the customers, and customers will receive refunds of
10 any unused advanced funds. Cash advance charges can include health department filing fees, death
11 certificate purchases, and crematory fees, among others.

12 59. Defendants never disclose to customers any markup or service charge for anything
13 they categorized as a “cash advance.”

14 60. Defendants could have chosen to lawfully mark-up the prices for cash advance goods
15 and services. Indeed, the Federal Trade Commission Funeral Rule includes a tailored disclosure for
16 cash advance items that include a service charge: “We charge you for our services in obtaining:
17 (specify cash advance items),” which the FTC Rule mandates be printed “in immediate conjunction
18 with (directly next to) the list of itemized cash advance items on your Statement and specify those
19 cash advance items to which the disclosure applies.”

20 61. Yet Defendants chose to misrepresent several charges categorized as “cash advances”
21 on the Pricing Documents. These include, but are not necessarily limited to, the following false and
22 misleading “cash advances”:

23 i. **Inflated Crematory Fees**

24 62. When Defendants provide cremation services for an individual, they charge customers
25 a “crematory fee,” which the Pricing Documents categorize as a “cash advance.” Throughout the
26 relevant time period, Defendants used Nor-Cal Crematory in Sacramento, California, for cremation
27 services.

28 63. Defendants’ Pricing Documents have specified different crematory fees over time,

1 including \$403.00, \$480.00 and \$540.00. Nor-Cal Crematory never charged those amounts to
2 Defendants, however. The actual crematory fee Nor-Cal Crematory charged Defendants was \$230 in
3 2020, \$280 in 2021, and \$340 starting in 2022.

4 64. Defendants never refunded to customers the difference between the crematory fee
5 Nor-Cal charged Defendants, and the crematory fee Defendants charged their customers. Thus,
6 Defendants retained between \$173.00 and \$250.00 of the cash customers were misled into believing
7 they had “advanced” for the cremation.

8 65. Thus, throughout the relevant time period, every time Defendants made or
9 disseminated a GPL, Goods & Services Checklist, and/or Goods & Services Receipt, Defendants
10 made and disseminated false and misleading statements regarding “cash advance” crematory fees.
11 Defendants knew all of their statements about “cash advance” crematory fees were false and
12 misleading because they knew the actual crematory charge, they knew they would not refund
13 customers for the unused portion of the crematory charge, and they intended to conceal their
14 surcharge for cremations from customers.

15 66. In addition to making more than 3,000 false and misleading statements about
16 crematory charges to customers during the relevant time period, Defendants also charged the false
17 and misleading “cash advance” crematory fee to no fewer than 397 customers. In total, Defendants
18 deliberately over-charged those 397 customers, wrongfully obtaining from them more than
19 **\$80,000.00** in purported “cash advance” cremation fees.

20 ii. **False and Misleading Refrigeration Fees**

21 67. Defendants’ Pricing Documents also specify a daily “Refrigeration Fee” of either
22 \$135.00 (during 2020 – September 2021) or \$160.00 (starting in or about October 2021). While the
23 GPLs did not categorize Refrigeration Fees as cash advances, the Goods & Services Checklist and
24 Goods & Services Receipts did misrepresent the fees as “cash advances.”

25 68. Contrary to the representations to the public on the Goods & Services Checklist and
26 Receipts, Defendants never paid Nor-Cal Crematory, nor any other third party, for refrigeration
27 services.

28 69. For many customers charged “refrigeration fees,” Defendant did not directly provide

any refrigeration services at all. Often, a third-party mortuary transport company brought a decedent directly to the crematory or to another location. On at least one occasion known to the People, Defendants charged for refrigeration for a duration that exceeded the time between the individual's death and their cremation.

70. Each of the more than 2,000 times Defendants stated Refrigeration Fees were a “cash advance,” they made an intentionally false and misleading statement to customers with the intent to provide services and to induce the public into purchasing goods and services on terms Defendants never intended to honor.

71. From January 1, 2020 through June 2024, Defendants charged at least 469 customers “cash advances” for refrigeration, with the average charge per customer of \$547.00. In total, Defendants wrongfully charged and received more than **\$250,000.00** in purported “Refrigeration Fees.”

iii. False and Misleading EPA Fees

72. Until June 2024, Defendants' GPLs listed an \$8.50 charge for an “EPA Fee.” Defendants' GPLs state the “EPA Fee” was “set in place by the State of California to help offset the costs of the Department of Consumer Affairs, Cemetery and Funeral Bureau.” The GPLs categorized the so-called “EPA Fee” under “Cash Advance Goods or Services.”

73. There is no such thing as an “EPA Fee” the Department of Consumer Affairs assesses on funeral homes. Crematories—not funeral homes—do pay the Department of Consumer Affairs a fee per cremation, pursuant to Title 16, California Code of Regulations, section 2310, subdivision (a). However, Nor-Cal never passed that fee onto funeral homes like KRAFT and MCNARY'S.

74. Defendants knew their “EPA Fee” was a fiction, and that they never remitted the money collected under the guise of an “EPA Fee” to any California state agency. By including the fictional “EPA Fee” on their GPLs, Defendants knowingly made false and misleading statements to every customer who received a GPL, with the intent to provide services and to induce the public to enter into obligations relating to goods and services on the false and misleading terms Defendants offered.

75. In addition, Defendants charged the “EPA Fee” as “cash advances” to no fewer than

559 customers between January 1, 2020 and June 2024. Through that fraudulent charge, Defendants wrongfully obtained more than **\$4,700.00** from customers.

C. Knowingly Overcharging Sales Tax

76. In Woodland, California, where Defendants operate, sales tax is and has been throughout the relevant period, eight percent (8.00%).

77. Defendants know that sales tax in Woodland is 8.00%, and most of their Pricing Documents accurately identify that 8.00% sales tax.

78. Yet one of Defendants' methods of misleading and over-charging customers is by occasionally imposing a charge of more than 8.00% and mischaracterizing it as sales tax.

79. Certain of Defendants' Pricing Documents include the inaccurate sales tax rate in print:

SUMMARY OF EXPENSES			
TOTAL ALL ITEMS		\$	6,965.00
Sales Tax (if App) @ 8.25 %		\$	216.56
GRAND TOTAL		\$	7,181.56
Less Payment made CHECK 1107		\$	7,181.56
Other		\$	
BALANCE DUE		\$	0.00

80. Defendants also hand-wrote the inaccurate sales tax rate on some documents, including in the example below:

CALIFORNIA STATE SALES TAX ON ALL MERCHANDISE
(8.00% IN YOLO COUNTY)
8.25

8.42

81. By adding a quarter of a percent charge to the cost of goods, Defendants were able to extract a few extra dollars from grieving families.

82. For example, the March 2020 services for Mr. J.A.¹, a military veteran, totaled \$8,179.09. Mr. J.A. was laid to rest in a casket that cost \$2,995.00. Sales tax should have been \$239.60, or 8.00% of the cost of merchandise. But Defendants charged \$247.09 in "sales tax." By falsely inflating the sales tax rate by an extra 0.25%, Defendants wrongfully obtained an extra \$7.49

¹ Where identified by initials, individuals' names have been withheld for consumer privacy.

1 from grieving family who spent more than \$8,000.00 on their loved one's funeral.

2 83. In some transactions, Defendants charged more than 8.00% for taxable goods without
3 explicitly identifying that they were charging a purported tax rate higher than 8.00%.

4 84. For example, the 2021 contract for final arrangements of Mr. A.F. included a "tax" of
5 8.42% on top of a \$3,747.45 price of a casket. Through the false and misleading sales tax rate,
6 Defendants wrongfully obtained an extra \$15.74 from Mr. A.F.'s widow.

7 85. Defendants knowingly misrepresented an 8.25% sales tax on no fewer than 265
8 Pricing Documents, with intent to perform services and to induce the public to enter into obligations
9 relating to goods and services on the false and misleading terms Defendants offered.

10 **D. Administrative Fees**

11 86. Defendants' General Price Lists identify the two circumstances in which a customer
12 can be charged an "Administrative Fee": First, an "Administrative Fee for Placement of
13 Obituary/Funeral." Second, an "Administrative Fee to Procure Additional Documentation (For Fees
14 by state and/or county)." Pursuant to section 7633 of the Business and Professions Code, funeral
15 homes cannot charge customers for the purposes of filing or providing copies of a death certificate,
16 meaning any "Admin Fee" for procuring additional death certificates is prohibited by law. There is
17 no other "Admin Fee" described on any of the GPLs.

18 87. Yet Defendants routinely charge customers for "Admin Fees" where Defendants
19 provided no additional documentation for which state and/or county fees were assessed, and no
20 obituary was placed.

21 88. In addition, Defendants' Goods & Services Checklist and Goods & Services Receipts
22 both characterize the "Admin Fees" as "Cash Advances." As with other categories of so-called
23 "Cash Advances," the "Admin Fees" were never paid to a third party.

24 89. Accordingly, every time Defendants presented customers with Pricing Documents
25 identifying "Admin Fees," they knowingly made false and misleading statements as part of their plan
26 or scheme to induce the public to enter into obligations relating to goods and services on the false
27 and misleading terms Defendants offered.

28 90. Between January 1, 2020 and June 2024, Defendants charged no fewer than 700

1 customers for “Cash Advance” “Admin Fees” ranging between \$100.00 and \$200.00, despite having
2 no basis to do so according to their own GPLs. Through that fraudulent charge, Defendants
3 wrongfully obtained more than **\$66,000.00** from customers during the relevant period.

4 91. For example, on March 22, 2021, Defendants charged the family of Mr. F.G. a \$170
5 “Admin Fee,” which was listed on the MCNARY’S Goods & Services Receipt as a “Cash Advance”
6 – that is, a charge that “will be refunded if not used.” There was no obituary placed for Mr. F.G, nor
7 was there any charge Defendants advanced in association with any additional documentation.

8 92. Mr. F.G.’s family did request 20 certified copies of Mr. F.G.’s death certificate – and
9 they paid \$420.00 for the documents, in addition to the \$12.00 county Health Department Filing Fee.
10 Thus, Mr. F.G.’s survivors paid a “cash advance” of \$602.00 when the only cash that Defendants
11 advanced for the family was \$432.00

12 93. In another example, on September 24, 2020, MCNARY’S charged the family of Ms.
13 C.M.G. an “Admin Fee” of \$170 where there was no obituary placed by the funeral home, nor any
14 indication of additional paperwork. This charge, as well as an \$8.50 “EPA Fee”, was improperly
15 listed as a “Cash Advance”.

16 94. Consistent with MCNARY’S practices, the unearned “Admin Fee” and “EPA Fee”
17 were not the only improper charges. Ms. C.M.G. had selected and paid for services and merchandise
18 in a pre-need contract with MCNARY’S in 2010. Defendants ignored the guaranteed prices outlined
19 in the pre-need contract and overcharged Ms. C.M.G.’s family a total of \$585.00 for visitation,
20 graveside service, an additional attendant, and a utility vehicle.

21 **E. Mailing Fees**

22 95. Defendants’ Goods & Services Checklists and Receipts often included “cash
23 advances” for mailing death certificates or other documents. As with other categories of so-called
24 “cash advances,” Defendants included a surcharge without informing customers.

25 96. Every time Defendants included a “cash advance” “mailing charge,” Defendants
26 knowingly misrepresented that “cash advance” to their customers, as part of their plan or scheme to
27 induce the public to enter into obligations relating to goods and services on the false and misleading
28 terms Defendants offered.

1 97. For example, Defendants charged the family of Mr. E.D.H. \$160.00 for mailing three
2 copies of a death certificate. The charge was identified as a “cash advance.” Yet the actual cost of
3 mailing the three pieces of paper was \$7.80.

4 98. In another example, Defendants overcharged the family of Ms. S.J.M. \$160.00 for
5 “shipment of cremains/death[certificates].” The charge was identified on the Statement of Funeral
6 Goods and Services Selected under “cash advances” however, the only record of a payment for
7 shipping is a U.S. Postal Services receipt totaling \$8.00.

8 99. In total, Defendants wrongfully charged more than \$1,000.00 to customers through
9 this knowingly false and misleading “cash advance” for mailing documents.

10 **F. Credit Card Fees**

11 100. Defendants also imposed a credit card surcharge of 4.50%, while the merchant
12 discount rate was 4.00%. Defendants could have disclosed their upcharge, but instead they
13 mischaracterized the 4.50% credit card fee as a “cash advance.” This, too, was a knowing
14 misrepresentation of the actual credit card processing fee, which Defendants made with intent to
15 perform services and/or induce the public to enter into obligations relating to goods and services on
16 the false and misleading terms Defendants offered

17 101. For example: Defendants provided services from MCNARY’S in connection with
18 Mr. F.G.’s cremation. The subtotal for all charges in connection with the cremation was \$3,378.50,
19 including a \$75.00 military discount. But Defendants charged a \$152.03 “credit card processing fee”
20 as a “cash advance” which is 4.5% of the subtotal.

21 **G. Notary Fees**

22 102. The maximum fee charged by a notary public is set by statute at \$15.00 per
23 acknowledgement or proof, pursuant to Government Code section 8211.

24 103. Throughout the relevant period, LAILENE WIGGINS has held herself out as a notary
25 public. The KRAFT and MCNARY’S GPLs have also included line items for a per-page Notary Fee
26 that is twice or more of the statutory maximum: certain GPLs listed a Notary Fee of \$30.00, \$40.00,
27 or “per quote.”

28 104. Every time Defendants disseminated a Pricing Document with a Notary Fee

1 exceeding the statutory maximum, they knowingly made a false and misleading statement about the
2 services they offer, intending to induce consumers to enter into obligations on their misleading terms.
3 Every time Defendants charged a Notary Fee of more than \$15.00, they also knowingly overcharged
4 their customers.

5 **H. Other fraudulent charges: funeral director fees, transportation fees, other baseless**
6 **upcharges**

7 105. According to Defendants' GPLs, the charge for "**Basic Services of Funeral Director**
8 **and Staff and Overhead**" is "a basic fee that we charge every family for our professional expertise
9 in assisting them with their preferences. It includes a proportionate share of the taxes, licenses,
10 utilities and business expenses required to serve the public (basic overhead costs). Our charges
11 include, but are not limited to, consultation with the family, shelter of the remains, consultation with
12 clergy, cemetery, crematory, common carrier and/or other third parties, assistance with union or
13 insurance papers, and planning the funeral or memorial service."

14 106. The KRAFT GPLs listed a Funeral Director Fee of \$1,525.00 until 2021 when certain
15 KRAFT GPLs showed a listed price of \$2,284.00. The MCNARY'S GPLs listed a Funeral Director
16 fee of \$1,935.00 until 2021, when certain MCNARY'S GPLs showed a listed price of \$2,284.00.
17 Throughout the relevant time period, Defendants continued on occasion to use GPLs that listed the
18 lower "Funeral Director" prices.

19 107. According to Defendants' GPLs, "**Direct Cremation**" charges "includes: basic
20 services of a funeral director and staff, a proportionate share of overhead cost, basic removal and
21 minimum care of the remains, and transportation to crematory. Additional charges will be those of
22 the crematory, health department, refrigeration, after hours and/or home transfer fees and any other
23 vendor you may ask us to hire on your behalf."

24 108. Thus, any time customers paid a "Direct Cremation" fee during the relevant period,
25 their purchase included "basic services of a funeral director and staff." Yet on several occasions,
26 Defendants fraudulently double-charged customers. That is, they imposed both the "Basic Services
27 of a Funeral Director and Staff and Overhead" charge of \$1,525.00 – \$2,284.00 and the "Direct
28 Cremation" charge when no funeral was held. For example:

1 109. Ms. J.N. passed away on May 14, 2020. Defendant PAUL WIGGINS, in his capacity
2 as Funeral Director at MCNARY’S, assisted her son with final arrangements. Ms. J.N. was
3 cremated, and no funeral was held. Yet Defendants imposed *both* a \$1,935.00 charge for “Basic
4 Services of Funeral Director and Staff,” *and* \$1,425.00 for “Direct Cremation.”

5 110. In addition to the unlawful Funeral Director charge, Defendants imposed the
6 fraudulent “EPA Fee” and “Admin Fee” on Ms. J.N.’s survivors. The Goods & Services Receipt
7 also falsely represented the 8.25% “sales tax” rate.

8 111. In total, Defendants charged \$4,804.00 for the simple cremation of Ms. J.N., with no
9 funeral services. Of that total, **\$2,150.50** was fraudulent.

10 112. Similar unlawful conduct took place with the cremation of Ms. S.H., who passed
11 away on August 26, 2021. Ms. S.H.’s daughter took charge of her mother’s final arrangements, and
12 as she was not local, communicated with Defendants over the phone or fax.

13 113. Ms. S.H.’s daughter specified a simple cremation, with no funeral service. For that,
14 she was charged \$4,345.50, with at least **\$2,866.50** of that amount fraudulently charged. Defendants
15 wrongfully obtained that sum in part by fraudulently charging \$1,935.00 for Basic Funeral Director
16 services when no funeral was held. In addition, Defendants over-charged for the Direct Cremation:
17 the listed price was \$1,428.00, but Defendants charged \$1,828.00 to arrange the cremation -- \$400.00
18 higher than the listed GPL price. Defendants also fraudulently charged “cash advances” of \$405.00
19 for refrigeration and \$115.00 for “Administration.”

20 114. Defendants imposed even higher unlawful charges in connection with the cremation
21 of Ms. K.S., whose family was charged \$6,253.50 for a simple cremation with no funeral. At least
22 **\$3,962.00** of that total was fraudulent. Defendants wrongfully obtained the nearly \$4,000.00 for the
23 cremation of Ms. K.S. in at least six ways:

24 i. First, Defendants charged \$2,284.00 for “Basic Services of a Funeral Director.” Not
25 only was there no funeral—and thus no legitimate basis for Funeral Director charge—
26 but the *amount* charged exceeded the Funeral Director charge of \$1,935.00 listed on
27 the GPL.

28 ii. Second, Defendants charged \$437.00 for transferring the decedent to the funeral

home. This too was another unlawful upcharge; the GPL specified a \$370.00 fee for transferring a decedent. But in this case, Defendants did not provide any transportation services at all, rendering the entire charge fraudulent.

iii. Third, Defendants charged \$1,682.00 for direct cremation, when the GPL listed \$1,423.00 as the applicable price for that service.

iv. Fourth, Defendants charged a \$480.00 crematory fee as a “cash advance”, despite the GPL setting a lower fee of \$403.00, *and* despite Defendants paying Nor-Cal Crematory only \$230.00.

v. Fifth, Defendants charged the fraudulent \$8.50 EPA fee.

vi. Sixth, Defendants improperly charged \$170.00 for an “Admin Fee.”

115. Defendants’ practice of charging customers higher prices than their GPLs specified was evident in many other cases.

116. For example, in providing services for Ms. M.T.L., Defendants imposed “transportation” charges of \$1,140.00 to transport her body after her death, when the GPL justified charges of at most \$475.00, and when MCNARY’S paid the Mortuary Transport company just \$175.00 for the job. Defendants also fraudulently imposed the \$1,935.00 Funeral Director fee when no funeral was held, the fraudulent EPA fee, the undisclosed crematory surcharge, and the fraudulent admin fee. Defendants also imposed a \$114.00 charge, purportedly for “sales tax” on the \$1,425.00 “direct cremation” charge. That charge is for a service, not merchandise, and no sales tax is applicable to it. Defendants charged Ms. M.T.L.’s family a total of \$6,037.50, which they paid for in two installments, for a simple cremation with no funeral service. The total fraudulent charges imposed on Ms. M.T.L.’s family was **\$3,685.50**.

117. In many other cases, including but not limited to the cases of Ms. G.R. and Ms. S.S., Defendants up-charged survivors for transferring remains to the funeral home – a \$370.00 charge according to the GPLs -- by charging for both the transfer itself (\$370.00) and imposing a second charge of \$190.00 for the vehicle purportedly used for the transfer.

118. The example of Darrel Toms is another illustration of Defendants’ practices of over-charging compared to the GPL, of making other knowingly false and misleading statements to

1 grieving families, and of engaging in gross unprofessionalism in the provision of funeral services.

2 119. Mr. Toms passed away at home on the morning of August 25, 2021. The Toms
3 family had used KRAFT for many decades, and requested the hospice provider contact KRAFT to
4 make arrangements to retrieve Mr. Toms's body. That call was made at approximately 10:30 a.m.
5 In the late afternoon, between 4:00 and 5:00 p.m., an unmarked white van arrived at the Toms home
6 and two men explained they were taking Mr. Toms's body to a holding facility in Elk Grove because
7 MCNARY'S was full. His widow, Mrs. Janice Toms, explained she had contacted KRAFT, not
8 MCNARY'S, but was told MCNARY'S would be doing the arrangements and would call when they
9 received the body.

10 120. Mrs. Toms and their daughter, Ms. Tracy Toms met with LAILENE WIGGINS on
11 September 1, 2021 at MCNARY'S to make funeral arrangements. They requested a Saturday
12 funeral, and LAILENE WIGGINS falsely informed them that their chosen cemetery did not offer
13 Saturday funerals. Defendants failed to provide Mrs. Toms a copy of the General Price List to which
14 they were entitled, so they could not see the line item of \$635.00 for "Services held on Saturday,
15 Sunday or Legal Holiday."

16 121. Based on Defendants' misrepresentations and the absence of a General Price List,
17 Mrs. Toms made selections for the funeral, which totaled \$7,256.10 according to the KRAFT Goods
18 and Services Receipt provided to Mrs. Toms. LAILENE WIGGINS falsely informed Mrs. Toms that
19 a 30% surcharge would be added to any payment by credit card. Mrs. Toms did not have her
20 checkbook with her on September 1, and so they made arrangements to pay by check at a future date.

21 122. Mrs. Toms subsequently contacted the cemetery where the Toms family plot is
22 located, learned of Defendants' misrepresentation, and scheduled the funeral for Saturday, September
23 18. Mrs. Toms was then hospitalized for several days.

24 123. On September 10, 2021, after her mother was released from the hospital, Ms. Toms
25 delivered the \$7,256.10 check to Defendants. LAILENE WIGGINS demanded Ms. Toms pay an
26 additional \$690.00 for holding a funeral on a Saturday. LAILENE WIGGINS did not provide Ms.
27 Toms an updated Goods and Services Receipt, nor did she provide a GPL. Had LAILENE
28 WIGGINS done so, the applicable GPL price of \$635.00 (not \$690.00) for "Services held on

1 Saturday, Sunday or Legal Holiday” would have been clear. Ms. Toms had only the pre-written
2 check for the amount specified previously, and so she did not pay the additional charge. Ms. Toms
3 recalls her treatment by LAILENE WIGGINS on September 10, 2021 as harassment.

4 124. At the time of the funeral, Defendants, through two employees, demanded payment of
5 the inflated Saturday fee and threatened to refuse to lower Mr. Toms’s casket into the grave unless
6 they paid. Although Ms. Toms managed to convince Defendants’ agents to lower the casket, the
7 threat to leave Mr. Toms’s casket hovering over his open grave, suspended on a crane, caused
8 significant emotional suffering for a widow and children laying their late husband and father to rest.
9 Ms. Toms recalls the threat being one of the worst experiences of her life.

10 125. Thereafter, Defendants altered a Goods and Services Receipt, including the \$690.00
11 Saturday service charge and a forged client signature. Mrs. Toms never signed the altered version,
12 never authorized Defendants to apply her signature, and never received a copy of the altered Receipt
13 from Defendants.

14 **I. Preneed Violations**

15 126. Throughout the relevant period, LAILENE WIGGINS sold preneed insurance
16 contracts in her capacity as a licensed life insurance agent for Homesteaders Life Company, with
17 KRAFT and MCNARY’S the beneficiary funeral homes.

18 127. Homesteaders Life Company provided LAILENE WIGGINS with a form preneed life
19 insurance contract which she used to draft policies. The form contract consists of two pages. The
20 first page, titled “Pre-need Funeral Agreement,” sets forth the terms of the contract in plain language.
21 The second page, titled “Exhibit 1 – Statement of Funeral Merchandise and Funeral Services,”
22 includes three sections to be completed by the salesperson: Section 1: Guaranteed Professional
23 Services; Section 2: Guaranteed Merchandise; and Section 3: Non-Guaranteed Cash Advances. An
24 exemplar Pre-need Funeral Agreement is included as **Exhibit 4** to this Complaint.

25 128. Throughout the relevant period, Defendants had a pattern and practice of consistently
26 failing to honor the terms of the preneed contracts sold by LAILENE WIGGINS and other preneed
27 contracts for which KRAFT and MCNARY’S were beneficiaries. For example, Defendants
28 routinely failed to honor guaranteed pricing on services and merchandise and failed to credit the full

1 policy benefit amount. Defendants also routinely failed to provide the required disclosures to
2 preneed insureds and to their survivors at the time of need.

3 129. LAILENE WIGGINS knew about and participated in Defendants' consistent practice
4 of violating the terms of preneed policies she sold, and of violating legal requirements regarding pre-
5 need insurance. She knowingly made false and misleading representations to customers when selling
6 preneed contracts because each time she sold a preneed insurance contract to a customer, she knew
7 Defendants did not intend to honor the terms of the contract at the time of death.

8 130. Almost every time Defendants provided services for individuals with preneed
9 contracts, they disregarded the guarantees LAILENE WIGGINS sold, and required families to pay
10 out of pocket for expenses their deceased loved one had paid for in full. Defendants also routinely
11 pocketed portions of the insurance premium the decedent had paid for, and the interest accrued on
12 those premiums -- allowing Defendants to effectively steal from decedents while overcharging their
13 survivors.

14 131. In one such instance, Ms. A.J.P. purchased a pre-need policy in 2015 for her direct
15 cremation at a guaranteed price. At the time of death in 2020, Ms. A.J.P.'s policy had accrued
16 interest, and the family should have received a small refund, as all services were covered by her
17 policy. Instead, Defendants chose not to honor the "guaranteed" prices and overcharged the family
18 **\$3,207.80**.

19 132. Mr. R.K. purchased a pre-need policy from MCNARY'S in 2015 and was guaranteed
20 pricing on nine different services as well as his chosen casket. At the time of his death in 2021,
21 MCNARY'S overcharged Mr. R.K.'s widow on all but one of the guaranteed prices, resulting in
22 overcharges of **\$1,341.00**. MCNARY'S also failed to provide the pre-paid and pre-selected casket
23 Mr. R.K. chose. Instead of refunding his widow the \$669.77 owed to her from the pre-need benefit,
24 Defendants charged Mr. R.K.'s widow \$671.23.

25 133. In another example, Ms. B.R.P. purchased a pre-need policy from MCNARY'S in
26 2009. Ms. B.R.P. made numerous selections for guaranteed merchandise and services. At the time of
27 Ms. B.R.P.'s death in 2021, MCNARY'S overcharged on seven of eight guaranteed categories
28 including services of funeral director, casket preparation, and casket. In total, the family was

1 overcharged \$1,280.00. Had the guaranteed pricing been honored, the family should have received
2 interest earnings of \$351.03. Instead, the family paid more than \$900.00 out of pocket for a service
3 their deceased loved one had already covered.

4 134. The example of Niki Jo Buss provides another illustration of Defendants' pattern of
5 failing to honor guaranteed pricing. The case of Ms. Buss also illustrates Defendants' practices of
6 withholding information from survivors of preneed consumers and of engaging in gross misconduct
7 and unprofessionalism.

8 135. Ms. Buss purchased a pre-need policy in 2007 with a face amount of \$925.00, which
9 specified that KRAFT would provide a direct cremation at a total cost of \$895.00. Ms. Buss paid for
10 her policy in installments, and the contract was fully paid in 2010.

11 136. Eleven years later, on July 25, 2021, Ms. Buss passed away. Ms. Buss's sister, Janice
12 McDaniel, was responsible for Ms. Buss's final arrangements. Ms. McDaniel, who resided out of
13 state and took care of arrangements by phone and fax, knew about Ms. Buss's fully paid preneed
14 policy and Ms. Buss's wishes for a simple cremation with no funeral services. Ms. McDaniel did not
15 have a copy of the pre-need policy itself, however.

16 137. Defendants knew of their obligations to provide Ms. McDaniel with a Disclosure of
17 Pre-need Arrangement form and a full copy of the pre-need contract, but they chose to withhold that
18 information from Ms. McDaniel. When Ms. McDaniel contacted KRAFT regarding her sister's
19 cremation, Defendants failed to provide Ms. McDaniel with a copy of the pre-need, the General Price
20 List, the Disclosure of Pre-need, or any other documentation other than an order to cremate.

21 138. Having deprived Ms. McDaniel of the disclosures and information to which she was
22 legally entitled, Defendants then over-charged Ms. McDaniel, demanding \$899.36 for the direct
23 cremation on top of the preneed benefit of \$1,099.14, which included interest earned on the
24 premiums. Defendants' demands for additional payment from Ms. McDaniel were knowingly false
25 and misleading statements meant to induce Ms. McDaniel to pay for services her sister had
26 purchased more than decade earlier.

27 139. Defendants failed to provide Ms. McDaniel with a Goods & Services Checklist, a
28 Goods & Services Receipt, or a GPL, which meant they effectively concealed the specific breakdown

1 for their over-charges. Nevertheless, Ms. McDaniel protested the unlawful charges during a phone
2 call with PAUL WIGGINS on August 11, 2021. During that phone call, PAUL WIGGINS became
3 verbally abusive. He falsely claimed to be a Deputy Sherriff, and told Ms. McDaniel he would send
4 Ms. Buss's cremated remains to the Yolo County Coroner as "unclaimed" if Ms. McDaniel did not
5 pay.

6 140. Believing she had no choice but to pay the additional amount, Ms. McDaniel did as
7 PAUL WIGGINS demanded and provided her credit card number over the phone. Ms. McDaniel
8 believed she was working with KRAFT, yet the \$899.36 charge was made to MCNARY'S.

9 141. Defendants abused pre-need life insurance policies in other ways. By misrepresenting
10 the amount of insurance proceeds to families of deceased policy holders, Defendants frequently
11 pocketed funds earmarked for funeral expenses. For example:

- 12 a. In 2020, KRAFT received \$3,829.26 for Mr. D.L.H.'s pre-need life insurance benefit.
13 Although Mr. D.L.H.'s funeral costs totaled just \$2,579.10, Defendants failed to credit
14 the full pre-need benefit and wrongfully retained \$1,259.10 from his family.
- 15 b. In 2021, Defendants only credited \$5,119.60 of the \$5,415.46 Homesteaders paid
16 MCNARY'S for Mr. N.G.C.'s pre-need life insurance benefit, effectively stealing
17 \$295.86 from his family.
- 18 c. In 2022, Defendants received \$1,739.30 from Homesteaders for the preneed contract
19 MCNARY'S entered into with Mr. J.J.L. Mr. J.J.L.'s only selection was a particular
20 casket with a guaranteed price of \$1,695.00. Not only did MCNARY'S fail to honor
21 that pre-paid selection by selling Mr. J.J.L.'s survivors a different casket for
22 \$3,300.00, but MCNARY'S failed to apply the full preneed payment to Mr. J.J.L.'s
23 final arrangements, and wrongfully retained \$35.77.

24 142. On at least one occasion, Defendants fraudulently misrepresented to a family that they
25 needed to "cancel" a pre-need policy at the time of death when the insured's funeral selections were
26 unavailable due to the COVID-19 pandemic. Ms. G.R. died of Covid-19 on April 27, 2020. Ms.
27 G.R. had a fully paid \$5,900.00 preneed policy with MCNARY'S, which she purchased on August
28 10, 2017. Although Ms. G.R. had made selections for a funeral, the pandemic precluded Ms. G.R.'s

1 family from proceeding with the 2017 selections. Ms. G.R.'s family chose a simple cremation with
2 no service.

3 143. Yet Defendants intentionally misrepresented to Ms. G.R.'s daughter that she had to
4 "cancel" the pre-need policy given that the full funeral Ms. G.R. had selected and paid for was not
5 possible. Defendants also intentionally misrepresented that she needed to pay a \$250.00
6 "cancellation fee." Defendants also misrepresented to Ms. G.R.'s daughter that MCNARY's—not
7 Ms. G.R.'s survivors—were entitled to the \$74.15 in interest earned on the pre-need insurance
8 premiums because of the "cancellation." Defendants did not cancel the policy and merely followed
9 the normal process to receive the pre-need benefit payout from Homesteaders, while pocketing the
10 interest.

11 144. In addition to the stolen interest and the \$250.00 cancellation fee, Defendants also
12 imposed the following improper charges on Ms. G.R.'s family:

- 13 a. An unjustified \$170.00 admin fee.
- 14 b. Refrigeration fees of \$540.00 for four days of refrigeration. Ms. G.R.'s body was
15 cremated on the third day following her passing.
- 16 c. A \$370.00 transfer fee – a price \$20.00 higher than the price guaranteed in the
17 preneed.
- 18 d. A \$190.00 SUV fee, which was a double-charge on top of the transfer charge.
- 19 e. \$403.00 for a crematory fee, which included the undisclosed \$173.00 upcharge.
- 20 f. The \$8.50 EPA fee.

21 145. In total, Ms. G.R.'s family paid **\$1,425.65** in fraudulent charges.

22 146. Although Defendants occasionally applied the full pre-need benefit they received, the
23 practice of deceiving families as to the benefit amount was pervasive throughout the relevant time
24 period.

25 **J. Other unlawful conduct**

26 147. Defendants' pervasive practice of over-charging nearly every customer was not the
27 only dimension of their business that violated the law and amounted to gross unprofessionalism.

28 148. Additional unlawful business practices include:

- a. Routinely submitting to the Yolo County Clerk-Recorder false disposition dates for death certificates of individuals for whom Defendants provided cremation services. The “disposition date” on a death certificate is the date a of a burial, or a cremation. In all but a small handful of cremation cases, Defendants submitted an inaccurate “disposition date,” such that the ultimate vital record for those clients bears a disposition date that is not the actual date of cremation.
- b. Routinely doing business as KRAFT from MCNARY’S physical location, with MCNARY’S staff.
- c. Routinely registering the death of an individual more than eight days following their death.
- d. Permitting unauthorized individuals to access the California Electronic Death Registration Database.
- e. Authorizing unlicensed individuals to act as a preneed insurance broker.
- f. Failing to provide an accurate GPL on the MCNARY’S website.
- g. Altering Goods and Services Receipts by adding client signatures, without authorization.
- h. Altering pre-need documents by adding client signatures, without authorization.

V. Defendants Paul and Lailene Wiggins Are Personally Liable for the Violations Committed by McNary’s and Kraft.

149. Defendants PAUL WIGGINS and LAILENE WIGGINS, both licensed funeral directors, are aware of and responsible for the rampant violations of California laws at KRAFT and MCNARY’S.

150. Further, as a licensed life insurance salesperson, LAILENE WIGGINS is or should have been aware of all applicable California laws related to preneed life insurance contracts. At all relevant times, Defendants PAUL WIGGINS and LAILENE WIGGINS owned and operated both MCNARY’S and KRAFT and were the only persons with actual authority and control over the businesses.

151. PAUL WIGGINS and LAILENE WIGGINS could have acted to prevent violations to

1 California law from taking place or recurring. Instead, they chose to repeatedly and persistently
2 violate the law, fraudulently taking money from local consumers. Accordingly, PAUL WIGGINS
3 and LAILENE WIGGINS are personally liable for the wrongdoing caused by MCNARY'S and
4 KRAFT.

5 **FIRST CAUSE OF ACTION**

6 **Violation of Business and Professions Code Section 17500 et seq.**

7 **(False Advertising Law)**

8 152. The People restate and incorporate all previous paragraphs as though fully set forth
9 herein.

10 153. Beginning at an exact date unknown to the People, but occurring within the statute of
11 limitations of this action including applicable tolling, Defendants, with the intent to perform services,
12 or to induce members of the public to enter into obligations related thereto, made or disseminated or
13 caused to be made or disseminated before the public statements concerning such services, or other
14 matters of fact connected with the performance thereof, which were untrue or misleading, and which
15 defendants knew or reasonably should have known were untrue or misleading and likely to deceive
16 members of the public, in violation of Business and Professions Code section 17500 et seq.

17 154. Defendants made untrue and/or misleading statements to the public through written
18 materials and oral statements regarding pre-need insurance policies, Defendants' obligations with
19 respect to those policies, and Defendants' intentions about honoring those policies.

20 155. Such statements include all of the untrue or misleading statements alleged above,
21 including but not limited to:

- 22 a. "Cash advances" are purchases the funeral home makes on behalf of the
23 customers, and that customers will receive refunds of any unused advanced funds.
24 b. An "EPA Fee" was "set in place by the State of California to help offset the costs
25 of the Department of Consumer Affairs, Cemetery and Funeral Bureau."
26 c. Cash advances are purchases the funeral home makes on behalf of the customers,
27 and customers will receive refunds of any unused advanced funds.
28 d. Sales Tax is 8.25%.

- e. Notary Fees are \$30.00.
- f. Notary Fees are \$30.00 per page.
- g. Notary Fees are "\$40.00
- h. Notary Fees are "per quote."
- i. The cash advance "Crematory Fee" and /or "Cremation Charges" are \$480.00
- j. The cash advance "Crematory Fee" and /or "Cremation Charges" is \$430.00
- k. The cash advance "Crematory Fee" and /or "Cremation Charges" is \$403.00
- l. The cash advance "Crematory Fee" and /or "Cremation Charges" is \$540.00
- m. The cash advance "Split of Cremains" is \$26.50.
- n. The cash advance "Refrigeration Fee" is \$135.00 per day.
- o. The cash advance "Refrigeration Fee" is \$160.00 per day.
- p. Pre-need life insurance policies with Defendants guarantee pricing for services and merchandise Defendants would honor at the time of need.
- q. "[T]he funeral home will provide the funeral services and merchandise shown on Exhibit 1 [of the pre-need contract] in exchange for the total death benefit of the Insurance Policies."
- r. "All benefits under the Insurance Policy will become available for disbursement upon the death of the insured."

156. Defendants also made false and misleading statements on Statements of Goods and Services Selected when they knowingly misrepresented to customers that prices they charged for services and merchandise are the prices listed on the General Price List.

157. Defendants also made false and misleading statements on Statements of Goods and Services Selected when they knowingly misrepresented to customers that certain services were required, including but not limited to: refrigeration, additional attendants, service utility vehicles, funeral director fees when no funeral was held, and administrative fees.

158. Each false or misleading statement discovered within three (3) years of commencing this action subjects Defendants to a separate and additional civil penalty under Business and Professions Code section 17500.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, the People respectfully request that the Court enter judgment in favor of the
3 People and against Defendants, jointly and severally, as follows:

4 1. That Defendants be permanently restrained and enjoined from engaging in acts of
5 unfair competition in violation of Business and Professions Code sections 17200, including, but not
6 limited to, the acts alleged in this Complaint, pursuant to Business and Professions Code sections
7 17203;

8 2. That the Court assess a civil penalty of \$2,500.00 against each Defendant for each
9 violation of Business and Professions Code section 17200, in an amount according to proof, under
10 the authority of Business and Professions Code section 17206;

11 3. In addition to any penalty assessed under Business and Professions Code section
12 17206, that the Court assess a civil penalty of \$2,500.00 against each Defendant for each violation of
13 Business and Professions Code section 17200 perpetrated against a senior citizen or disabled person,
14 in an amount according to proof, under the authority of Business and Professions Code section
15 17206.1;

16 4. That the Court assess a civil penalty of \$2,500.00 against each Defendant for each
17 violation of Business and Professions Code section 17500, in an amount according to proof;

18 5. That the Court enter all orders or judgment as may be necessary to restore to any
19 person in interest any money or other property that Defendants may have acquired by violations of
20 Business and Professions Code section 17200, in an amount according to proof, under the authority
21 of Business and Professions Code section 17203;

22 6. That the Court award disgorgement, in an amount according to proof, under the
23 authority of Government Code section 12527.6;

24 7. That the People recover their costs of suit, including costs of investigation;

25 8. For such other and further relief that the Court deems just and proper;

26 9. Should Defendants fail to file any responsive pleading, the Court may grant the
27 foregoing relief requested in the Prayer. Such relief cannot exceed that demanded in the Complaint,
28 but the Court may grant the People "any relief consistent with the case made by the Complaint and

embraced within the issue.” (Code Civ. Proc., § 580.) The Court may impose liability based on legal or equitable principles. (*Id.*)

Dated: August 29, 2025

Respectfully submitted,

JEFF W. REISIG
DISTRICT ATTORNEY


By: CLARA MORAIN NABITY
Deputy District Attorney

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EXHIBIT 1

Kraft Bros.
Funeral Directors
175 SECOND STREET
WOODLAND, CA. 95695
OFFICE (530) 662-4658 / FAX (530) 662-0594
FD-26

GENERAL PRICE LIST / SCHEDULE OF FEES

EFFECTIVE: 02/18/2020
PRICES SUBJECT TO CHANGE WITHOUT NOTICE

CASKET PRICE RANGE: \$ 1100.00 - \$ 5,295.00
ALTERNATIVE CREMATION CONTAINER: \$ 84.50 - \$285.00

THE GOODS AND SERVICES SHOWN BELOW ARE THOSE WE CAN PROVIDE OUR CUSTOMERS. YOU MAY CHOOSE ONLY THE ITEMS YOU DESIRE. HOWEVER, ANY ARRANGEMENTS YOU SELECT WILL INCLUDE A CHARGE FOR OUR BASIC SERVICE AND OVERHEAD. IF LEGAL OR OTHER REQUIREMENTS MEAN YOU MUST BUY ITEMS YOU DID NOT SPECIFICALLY ASK FOR, WE WILL EXPLAIN THE REASON IN WRITING ON THE STATEMENT WE PROVIDE DESCRIBING THE GOODS AND SERVICES SELECTED.

THIS LIST DOES NOT INCLUDE PRICES FOR CERTAIN ITEMS THAT YOU MAY ASK US TO PURCHASE FOR YOU, SUCH AS CEMETERY SERVICES, FLOWERS, AND NEWSPAPER NOTICES. THE PRICE FOR THOSE ITEMS WILL BE SHOWN ON YOUR STATEMENT DESCRIBING THE FUNERAL GOODS AND SERVICES THAT YOU SELECTED.

FOR MORE INFORMATION ON FUNERAL, CEMETERY, AND CREMATION MATTERS, PLEASE CONTACT:
DEPARTMENT OF CONSUMER AFFAIRS, CEMETERY AND FUNERAL BUREAU, 1625 NORTH MARKET STREET,
SUITE S-208, SACRAMENTO, CA 95834, (916) 574-7870.

FOR HEALTH AND SANITATION REASONS, WE REQUIRE EITHER REFRIGERATION OR EMBALMING 24 HOURS AFTER REMOVAL.

SERVICES, FACILITIES AND EQUIPMENT

1. SERVICES

Basic Professional Services of Funeral Director and Staff

***\$1525.00**

.....
This is the charge to each family, which we serve for our professional expertise in assisting them. It includes, but is not limited to, a proportionate share of the taxes, licenses, utilities and business expenses necessary to serve the public in a professional manner. Also included in this charge is the consultation with the family, clerical and administrative services, preparation and filing of necessary permits, consultation with clergy, cemetery, crematory or common carrier, and planning the funeral. There will be an additional charge for the direction and supervision of each service requested or required. This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)

2. EMBALMING *\$528.00

Embalming is a chemical process, which provides temporary preservation of the body and eliminates certain health hazards. A person licensed by this state must complete this procedure. Except in certain special cases, law does not require embalming. Embalming may be necessary, however, if you select certain funeral arrangements, such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or burial.

3. OTHER CARE OF THE DECEASED

a) Dressing, Cosmetology and Casketing	* \$220.00
b) Washing, Disinfecting and Dressing of Unembalmed Remains	255.00
c) Post Autopsy Care	410.00
d) Refrigeration and/or Storage of Unembalmed Remains (per day)	145.00
e) Hair care of deceased (if requested)	145.00
g) Make-up	As Quoted

4. DIRECTING SERVICES AND USE OF FACILITIES

a) Use of Facility for Visitation and Services of Funeral Director and Staff in Supervising Visitation: (One Day Prior to Service) Limited to 3 hours.	*\$355.00
Each Additional Day of Visitation	235.00
b) Use of Facility for Service & Service of Funeral Director and Staff in Supervising and Directing Funeral in our Chapel: Limited to 3 hours.	*465.00
c) Services of Funeral Director and Staff in Supervising and Directing Funeral Services in Facility other than the Funeral Home: Limited to 3 hours.	640.00
d) Use of Facility for Memorial Service and Services of Funeral Director and Staff in Supervising and Directing Memorial services in Funeral Home: Limited to 3 hours.	410.00
e) Use of Staff and Equipment for Service at Graveside: Limited to 3 hours incl. T/T	410.00

OTHER DIRECTING SERVICES AND ITEMS

f) Direction supervising memorial services at location other than the Funeral Home	410.00
g) Catholic Rosary at Kraft Bros. Chapel	470.00
h) Catholic Rosary at local church	520.00
i) Preparation for viewing or I.D. prior to cremation or burial (not embalmed)	355.00
j) Overtime charge for staff for Saturday/Sunday/Holiday	580.00

5. AUTOMOTIVE, OTHER EQUIPMENT, OTHER SERVICES AND OTHER CHARGES

a) Removal and Transfer of Remains to Funeral Home within a 30 mile radius (Monday – Friday 8:00 a.m. to 5:00 p.m.)	* 315.00
b) After Hours Removal (and Weekends & Holidays, <i>if required, additional</i>)	145.00
c) Second Person for Removal and or Service (<i>if required, additional</i>)	175.00
d) Travel outside service area: from _____	
e) Travel outside service area: to _____	
f) Use of Funeral Coach and Driver, locally (each use)	* 375.00
g) Limousine with Driver; local transportation (cash advance item)	460.00
	& up
h) Utility Vehicle and Driver (first trip n/c, each additional use)	115.00
i) Administrative Fee for Processing Additional Paperwork	*115.00
j) Overtime charges after first three hours of services billed per hour or any portion thereof:	145.00

Full Service, Traditional Funeral Package\$3898.00

*** Included in complete traditional funeral package.**

ALTERNATIVE SELECTIONS

- 1. FORWARDING REMAINS TO ANOTHER FUNERAL HOME** \$1,625.00
Includes transfer of remains, embalming, services of our staff, and transportation to airport. This charge does not include merchandise, viewing of remains or funeral ceremony.
- 2. RECEIVING REMAINS FROM ANOTHER FUNERAL HOME** \$ 1160.00
Includes removal of remains from airport, services of our staff and delivery to local cemetery. This does not include viewing of remains, funeral ceremony, embalming, or merchandise.

3. DIRECT CREMATION

RANGES IN PRICE FROM \$1423.80 to \$7500.00

Includes local transfer of remains, services of our staff, delivery to crematory. This charge also includes cremation fee and cardboard cremation container. It does not include viewing of remains, embalming/refrigeration or funeral ceremony.

If you want to arrange a direct cremation, you can use an unfinished wooden box or alternative container. Alternative containers encase the body and can be made of materials like fiberboard, or composition materials (with or without an outside covering). The containers we provide are constructed of cardboard and particleboard alternative containers. We also provide veneer, hardboard, poplar, pine, oak, cherry and mahogany cremation caskets.

a) Direct cremation with alternative container, heavy cardboard box	\$1267.30
b) Direct cremation with container provided by purchaser	\$1100.00
c) Family Witnessing the Cremation Act	\$300.00
d) Expedite delivery of Cremated Remains	\$190.00

4. IMMEDIATE BURIAL

RANGES IN PRICE FROM \$2220.00 to \$6228.00

Includes local transfer of remains, services of our staff, delivery to local cemetery. This charge does not include merchandise, viewing of remains, funeral ceremony, embalming /refrigeration or cash advance items.

a) Immediate burial with container provided by purchaser	\$1500.00
b) Immediate burial with Star # 15 casket, Raised Flat Top	\$2320.00

ADDITIONAL ITEMS THAT MAY BE REQUIRED OR REQUESTED:

REGISTER BOOK	\$ 53.00
MEMORIAL FOLDERS OR PRAYER CARDS (PER 100)	\$ 53.00
ACKNOWLEDGEMENT CARDS – THANK YOU	\$ 53.00
MEMORIAL SET	\$128.00
CRUCIFIX	\$ 53.00
AIRLINE APPROVED AIR TRAY	\$295.00
AIRLINE APPROVED “COMBO” SHIPPING CASE	\$295.00
CUSTOM HEADPANEL IN CASKET (BATESVILLE CASKETS ONLY)	As Quoted
SHIPPING CREMATED REMAINS BY U.S. POSTAL SERVICE	\$ 170.00
SCATTERING CREMATED REMAINS BY AIR	\$355.00
ACT OF CREMATION	\$400.00
REFRIGERATION (PER DAY)	\$140.00
CERTIFIED COPIES OF DEATH CERTIFICATES	\$21.00
EPA Fee	\$8.50
PERMIT FEE	\$12.00
ADMINISTRATION FEE FOR PLACEMENT OF OBITUARY/FUNERAL NOTICE	\$175.00
TRANSFER/SPLIT CREMAINS (PER TRANSFER/SPLIT)	\$ 35.00
MONTHLY STORAGE FEE OF CREMATED REMAINS	\$ 40.00

PACKAGES

CATHOLIC FUNERAL PACKAGE (This does not include casket selection)

\$3300.00

NOTE: CHILDREN UNDER 12 ARE NOT PERMITTED DURING THE PRAYING OF THE ROSARY

THIS IS A COMPLETE PACKAGE THAT WE CAN OFFER TO OUR CLIENT FAMILIES. PLEASE BE AWARE THAT SINCE THIS IS A COMPLETE PACKAGE, YOU ARE ALLOWED TO "UPGRADE" CERTAIN ITEMS, BUT THERE WILL BE NO DISCOUNT GIVEN FOR ITEMS NOT USED.

THE PACKAGE INCLUDES ONE (1) DAY OF VISITATION IN THE KRAFT BROS. CHAPEL, A REGISTER BOOK, PRAYER CARDS OR MEMORIAL FOLDERS, FUNERAL SERVICES AT A LOCAL CHURCH OR AT KRAFT BROS. CHAPEL, TRANSPORTATION OF THE CASKET TO A LOCAL CEMETERY, EMBALMING, DRESSING AND CASKETING OF THE DECEASED, AND A CRUCIFIX.

DIRECT CREMATION PACKAGE (This does not include below stated fees)

\$1267.30

THIS IS A COMPLETE PACKAGE THAT WE CAN OFFER TO OUR CLIENT FAMILIES. PLEASE BE AWARE THIS IS A COMPLETE PACKAGE, YOU ARE ALLOWED TO "UPGRADE" TO CERTAIN ITEMS, BUT THERE WILL BE NO DISCOUNT GIVEN FOR ITEMS NOT USED.

THE ABOVE PACKAGES DO NOT INCLUDE LEGAL FILING FEE, CASH ADVANCE ITEMS, TRANSPORTATION OUT OF SERVICE AREA, STAFF OVERTIME, IF APPLICABLE, AND CERTAIN FUNERAL MERCHANDISE.

OUR POLICY REQUIRES ACCOUNTS TO BE PAID FOR IN FULL AT THE TIME OF THE ARRANGEMENT.

MASTERCARD/VISA ACCEPTED. A FEE OF 4.5 % IS ADDED TO ALL PAYMENTS BY CREDIT CARD, A 5% FEE WILL BE ADDED TO ALL ACCOUNTS SETTLED BY INSURANCE ASSIGNMENTS, ATTORNEYS, OR ESTATE PROBATE.

Kraft Bros.

Funeral Directors

175 Second Street
Woodland, California 95695
(530) 662-4658
FD - 26

CASKET PRICE LIST

Effective: 10/10/2019 (REV. 10/05/2020)

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

*"THERE IS NO EVIDENCE THAT ANY CASKET REPRESENTED
AS HAVING PROTECTIVE FEATURES, WHICH MAY INCLUDE
A GASKET, WILL PRESERVE HUMAN REMAINS."*

MERCHANDISE

CASKET PRICE RANGE: \$ 220.00 - \$ 5,295.00
ALTERNATIVE CREMATION CONTAINER: \$ 89.50 - \$300.00

<i>Silver Sapphire</i>	Basic Stainless Steel, Gasketed, Blue Shaded Exterior, Silver Velvet Interior	\$5295.00
<i>Mothers Rose</i>	18 Gauge Steel, Gasketed, Antique White Shaded Exterior, Pink Crepe Interior	\$4213.00
<i>Jewel Mint</i>	20 Gauge Steel, Gasketed, Jewel Mint Exterior, Rosetan Crepe Interior	\$4023.00
<i>Royal Plum</i>	18 Gauge Steel, Monoseal, Gasketed, Plum Exterior, Ivory Woven Interior	\$3811.00
<i>Trenton</i>	Solid Hardwood Exterior, Light Wood Finish, Rosetan Crepe Interior	\$3600.00
<i>Pearl</i>	18 Gauge, Gasketed, White Exterior w/ Pink Highlights, Moss Pink Crepe Interior	\$3500.00
<i>Tuscany Silver</i>	18 Gauge Monoseal, Gasketed, Silver Shaded Exterior, Moss Pink Crepe Interior	\$3300.00
<i>Chesterfield</i>	ACC Engineered Wood, Carolina Oak Finish, Rosetan Crepe Interior	\$3160.00
<i>Liberty Star</i>	20 Gauge Steel, Gasketed, Pewter Shaded Exterior, Ivory Crepe Interior	\$3127.00
<i>Chapel Hill</i>	SI Natural Solid Pine, Notch Satin Finish-Medium, Almond Velvet Interior	\$2725.00
<i>Raised Flat Top</i>	Cloth Covered Particle Board, White Satin Interior (White, Blue, Pink Fabric Colors Shown, Additional Colors Available W/ 48 hours.)	\$1100.00
<i>Infant Casket</i>	Cloth covered, Particle Board, Lt. Blue, Pink or White Exterior; White Crepe Interior. 1'9"	\$ 220.00

Chapel Casket

<i>Mountain Oak</i>	<i>Chapel Casket with Removable Insert, Oak Finish Exterior, Rosetan Crepe Interior (For Chapel Use Only)</i>	\$ 1055.00
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Alternative Containers

<i>Cardboard Container</i>	<i>No Interior, For Cremation only</i>	\$ 89.50
<i>Alternative Cremation Casket</i>	<i>Plywood Exterior, Rose Tan Crepe Interior</i>	\$300.00

OUR MORTUARY MAKES NO REPRESENTATIONS ABOUT THE PROTECTIVE VALUE OF CERTAIN CASKETS OR OUTER BURIAL CONTAINERS OTHER THAN THOSE MADE BY THE MANUFACTURER. THE ONLY WARRANTIES, EXPRESSED OR IMPLIED GRANTED IN CONNECTION WITH GOODS SOLD WITH THIS FUNERAL SERVICE ARE THE EXPRESSED WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTIES AND NO WARRANTIES OF MERCHANDISING FITNESS FOR A PARTICULAR CASKET ARE EXTENDED BY THE SELLER.

OUR POLICY REQUIRES ACCOUNTS TO BE CARED FOR IN FULL AT THE TIME OF THE ARRANGEMENT CONFERENCE.

MASTERCARD/VISA ACCEPTED. A FEE OF 4.5% IS ADDED TO ALL PAYMENTS BY CREDIT CARD. A 5% FEE WILL BE ADDED TO ALL ACCOUNTS SETTLED BY INSURANCE ASSIGNMENTS, ATTORNEYS, OR ESTATE PROBATE.

Kraft Bros.
Funeral Directors
175 SECOND STREET
WOODLAND, CA. 95695
OFFICE (530) 662-4658 / FAX (530) 662-0594

FD-26

Statement of Disclosure of Preneed Agreement

“Prior to drafting any contract for goods or services, the responsible party or the decedent’s survivor who is handling the funeral arrangements is entitled to receive a copy of any preneed agreement in the possession of the funeral establishment that has been signed and paid for, in full or in part, by or on behalf of the decedent.”

McNarys Chapel

458 COLLEGE STREET
WOODLAND, CA 95695
OFFICE (530) 662-5411 / FAX (530) 662-5196
FD-361

GENERAL PRICE LIST

THESE PRICES ARE EFFECTIVE AS OF 03/01/2019 Rev. 09/14/2020
(PRICES SUBJECT TO CHANGE WITHOUT NOTICE)

CASKET PRICE RANGE: \$220.00 - \$ 6805.00
ALTERNATIVE CREMATION CONTAINER: \$ 94.25

THE GOODS AND SERVICES SHOWN BELOW ARE THOSE WE CAN PROVIDE TO OUR CUSTOMERS. YOU MAY CHOOSE ONLY THOSE ITEMS YOU DESIRE. **HOWEVER, ANY FUNERAL ARRANGEMENTS YOU SELECT WILL INCLUDE A CHARGE FOR OUR SERVICES AND OVERHEAD.** IF LEGAL OR OTHER REQUIREMENTS MEAN YOU MUST BUY ITEMS YOU DID NOT SPECIFICALLY ASK FOR, WE WILL EXPLAIN THE REASON IN WRITING ON THE STATEMENT WE PROVIDE DESCRIBING THE GOODS AND SERVICES YOU SELECTED.

THIS LIST DOES NOT INCLUDE PRICES FOR CERTAIN ITEMS THAT YOU MAY ASK US TO PURCHASE FOR YOU, SUCH AS AIR TRANSPORTATION, CREMATORY SERVICES, FILING FEES, NEWSPAPER NOTICES, ETC. THE PRICES FOR THOSE ITEMS WILL BE SHOWN ON YOUR BILL OR STATEMENT DESCRIBING THE FUNERAL GOODS AND SERVICES THAT YOU SELECTED.

FOR MORE INFORMATION ON FUNERAL, CEMETERY, AND CREMATION MATTERS, PLEASE CONTACT:
DEPARTMENT OF CONSUMER AFFAIRS, CEMETERY AND FUNERAL BUREAU, 1625 NORTH MARKET STREET,
SUITE S-208, SACRAMENTO, CA 95834, (916) 574-7870

FOR HEALTH AND SANITATION REASONS, WE REQUIRE EITHER REFRIGERATION OR EMBALMING WITHIN 24 HOURS OF REMOVAL.

SERVICES, FACILITIES, AND EQUIPMENT

BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF AND OVERHEAD \$1,935.00

This is a basic fee that we charge every family for our professional expertise in assisting them with their preferences. It includes a proportionate share of the taxes, licenses, utilities and business expenses required to serve the public (basic overhead costs). Our charges include, but are not limited to, consultation with the family, shelter of the remains, consultation with clergy, cemetery, crematory, common carrier and/or other third parties, assistance with union or insurance papers, and planning the funeral or memorial service.

THIS FEE FOR OUR BASIC SERVICES AND OVERHEAD WILL BE ADDED TO THE TOTAL COST OF THE FUNERAL ARRANGEMENTS YOU SELECT. (THIS FEE IS ALREADY INCLUDED IN OUR CHARGES FOR DIRECT CREMATION, IMMEDIATE BURIALS, DISINTERMENTS AND FORWARDING OR RECEIVING REMAINS.)

TRANSFER OF REMAINS TO FUNERAL HOME

*BASIC TRANSFER WITHIN A RADIUS OF 35 MILES	\$370.00
After normal business hours (Normal hours are Monday-Friday 8:00 a.m. to 5:00 p.m.).	\$475.00
Add \$125.00 for additional attendant for home transfer.	
Add \$125.00/hr. standby time.	

TRANSFER/SPLIT OF CREMATED REMAINS:

*PER TRANSFER/SPLIT	\$26.50
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MONTHLY STORAGE FEE OF CREMATED REMAINS	\$37.00
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***EMBALMING** \$660.00
(INCLUDES FIRST THREE DAYS OF REFRIGERATION STORAGE. ADDITIONAL
REFRIGERATION MAY APPLY AFTER THE FIRST THREE DAYS.)

EXCEPT IN CERTAIN CASES, EMBALMING IS NOT REQUIRED BY LAW. EMBALMING MAY BE NECESSARY, HOWEVER, IF YOU SELECT CERTAIN FUNERAL ARRANGEMENTS, SUCH AS A FUNERAL WITH VIEWING. IF YOU DO NOT WANT EMBALMING, YOU USUALLY HAVE THE RIGHT TO CHOOSE AN ARRANGEMENT WHICH DOES NOT REQUIRE YOU TO PAY FOR IT, SUCH AS DIRECT CREMATION OR IMMEDIATE BURIAL.

OTHER PREPARATION OF THE BODY:

Bathing and basic sanitization (if not embalmed).....	\$250.00
*Casketing (Includes Dressing and Cosmetology)	\$170.00
Hairdresser (embalmed remains only)	As Quoted
Special restoration due to trauma, etc.....	\$105.00/hour
Special preparation for viewing of non-embalmed, non-autopsied body.....	\$390.00
Special care of autopsied remains.....	\$390.00
Special care after medical donation.....	\$560.00
Ceremonial or medical use of care center.....	*\$560.00
(*Plus a \$150.00 refundable deposit for cleaning)	

ADDITIONAL CHARGES:

Refrigeration of remains per day, or any portion thereof.....	\$135.00
(CA State Law requires refrigeration of unembalmed remains within 24 hrs. of death)	
Services held on Saturday, Sunday or Legal Holiday.....	\$635.00
Certification to Mexican Consulate.....	\$425.00

***USE OF FACILITIES AND ATTENDANT FOR VISITATION**

AT THE FUNERAL HOME (Limited to 3 hours)..... *\$390.00

***USE OF FACILITIES AND DIRECTOR FOR FUNERAL CEREMONY**

AT THE FUNERAL HOME (Limited to 3 hours)..... *\$550.00

USE OF FACILITIES AND ATTENDANT FOR VIGIL SERVICE/ROSARY

AT THE FUNERAL HOME (Limited to 3 hours)..... \$550.00

(*Plus a \$150.00 refundable deposit for cleaning.)

USE OF FACILITIES AND DIRECTOR FOR MEMORIAL SERVICE

AT THE FUNERAL HOME (Limited to 3 hours)..... \$540.00

USE OF EQUIPMENT AND DIRECTOR FOR GRAVESIDE SERVICE

(Limited to 3 hours)..... \$440.00

USE OF DIRECTOR FOR SET UP AND DIRECTION OF A FUNERAL SERVICE, ROSARY, OR VISITATION IN A LOCATION OTHER THAN

THE FUNERAL HOME (Limited to 3 hours).....\$690.00

USE OF DIRECTOR FOR SET UP AND DIRECTION FOR A VIGIL SERVICE

IN A LOCATION OTHER THAN THE FUNERAL HOME (Limited to 3 hours)..... \$500.00

AUTOMOTIVE EQUIPMENT: (Within a 35-mile radius)

Hearse and Driver (Each use).....\$425.00
Utility Vehicle and Driver (Each use).....\$190.00
(Additional miles at \$3.75 per mile on any and all vehicles)

**ADMINISTRATIVE FEE FOR PLACEMENT OF OBITUARY/FUNERAL
NOTICE**.....\$170.00

ADMINISTRATIVE FEE TO PROCURE ADDITIONAL DOCUMENTATION.....\$170.00
(For fees by state and/or county)

**ADDITIONAL ATTENDANT TO ASSIST WITH VISITATION, ROSARY, OR
FUNERAL**.....\$160.00

**ADDITIONAL ATTENDANT REQUIRED IF McNARYS STAFF PRE-SETS
CASKET FOR GRAVESIDE SERVICE**.....\$160.00

OVERTIME (Any service exceeding 3 hours is subject to overtime charges)\$165.00/hour

SERVICE RELATED MERCHANDISE

"THERE IS NO SCIENTIFIC OR OTHER EVIDENCE THAT ANY CASKET WITH
A SEALING DEVICE WILL PRESERVE HUMAN REMAINS."

**CASKETS REGULARLY OFFERED FOR SALE IN PRICE
FROM**.....\$220.00 - \$6,805.00
THE CASKETS REGULARLY OFFERED FOR SALE FOR CHILDREN
AND INFANTS ARE SPECIAL ORDER ONLY.

ALTERNATIVE CONTAINER FOR CREMATION\$94.50
A COMPLETE PRICE LIST WILL BE PROVIDED AT THE FUNERAL HOME

RENTAL CASKET (For use in McNarys Chapel only).....\$1,105.00
THIS CASKET SHELL HAS BEEN USED BEFORE AND MAY BE USED AGAIN.
INSERTS ARE REPLACED WITH EACH USE.

URNS RANGE IN PRICE FROM.....\$95.50-\$2,332.00

URN VAULTS RANGE IN PRICE FROM.....\$238.50-\$630.00

MEMORIAL REGISTER BOOK	\$51.00
MEMORIAL FOLDERS (Minimum order 100)..... (additional memorial folders, \$6.00 per each 50)	\$51.00
PRAYER CARDS (Per 100).....	\$51.00
PRESSED BOARD INTERIOR CAP PANEL	\$160.00
CREPE INTERIOR CAP PANEL	\$233.00
VELVET INTERIOR CAP PANEL	\$270.00
INTERIOR CAP PANEL FOR ANY AURORA CASKET	\$302.00
CRUCIFIX (interior and exterior designs).....	\$51.00
ROSARY BEADS	\$35.00
FLAG CASES	\$85.00-\$329.00
AIRTRAY (required by airlines for casketed remains).....	\$302.00
COMBINATION AIRTRAY (Required by airlines for remains without casket).....	\$302.00
AUDIO VISUAL EQUIPMENT FOR SLIDESHOW OR VIDEO MEMORIAL (For use in McNarys Chapel only)	\$160.00
USE OF LARGE A/V SOUND SYSTEM MUSIC/VIDEO (per service).....	\$190.00
 FORWARDING OF REMAINS TO ANOTHER FUNERAL HOME	 \$2,539.00
Our charge includes: basic services of funeral director and staff; a proportionate share of overhead costs; basic removal of remains, embalming and/or other preparation of remains, and local transportation to local airport.	
 RECEIVING REMAINS FROM ANOTHER FUNERAL HOME	 \$1,903.00
Our charge includes; basic services of funeral director and staff, a proportionate share of overhead costs, basic care and shelter of remains, basic removal of remains to funeral home, and basic transportation to local cemetery or local crematory.	
 IMMEDIATE BURIAL	 \$2,332.00
Our charge for an immediate burial (without ceremony) includes; basic services of funeral director and staff, a proportionate share of overhead costs, basic removal and care of remains, and transportation to local cemetery.	
 DISINTERMENT	 \$1,045.00
This fee includes use of staff and utility vehicle needed for a disinterment from a cemetery within a 30 mile radius of the chapel. This fee does not include a casket, shipping tray, delivery beyond chapel, permit, administrative fees, and refrigerated storage.	

DIRECT CREMATION RANGES IN PRICE FROM.....\$1,328.50-\$8,133.50

(Please allow 7-10 business days)

Our charge to accommodate a direct cremation (without ceremony) includes: basic services of funeral director and staff, a proportionate share of overhead cost, basic removal and minimum care of the remains, and transportation to crematory. Additional charges will be those of the crematory, health department, refrigeration, after hours and/or home transfer fees and any other vendor you may ask us to hire on your behalf.

"If you want to arrange a direct cremation, you must use a casket designed for cremation or an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are cardboard, fiberboard, composition board, and/or wood."

DIRECT CREMATIONS MAY BE WITH THE FOLLOWING

- With a container provided by the consumer.....\$1,328.50
- With cardboard cremation container.....\$1,425.00
- Packaged and registered shipping of cremated remains within US via USPS.....\$160.00
- Delivery of cremated remains to place of disposition (30 mile radius) \$170.00
- Crematory fee (Standard).....\$403.00
- Scattering of cremated remains.....(per quote)
- Additional fee applied to remains over 300lbs.....(per quote)
- Expedition/Rush of cremation (approval by crematory required).....\$170.00

The basic cremation charge of \$1328.50 will be added to the cost of any casket selected by the family.

- A CONSUMER WHO PROVIDES THEIR OWN CONTAINER OR BURIAL CASKET CANNOT HOLD McNARYS CHAPEL LIABLE FOR PRODUCT DEFECTS, WHEN SAID PRODUCT IS USED AT THE DIRECTION OF THE CONSUMER IN THE DISPOSITION OF REMAINS.
- DIRECT CREMATION OR IMMEDIATE BURIAL INDICATES NO CEREMONY INVOLVED.
- NO CREMATION OR BURIAL WILL OCCUR PRIOR TO THE ISSUANCE OF PROPER DISPOSITION PERMIT FROM THE COUNTY IN WHICH THE DEATH OCCURRED.
- OVERSIZED BODIES WILL REQUIRE ADDITIONAL CHARGES DUE TO CREMATORY AND TRANSPORTATION RESTRICTIONS DUE TO THE ADDED WEIGHT AND GIRTH.

CASH-ADVANCE GOODS OR SERVICES WE MAY BE REQUESTED TO PURCHASE ON YOUR BEHALF:

CALIFORNIA STATE SALES TAX ON ALL MERCHANDISE

(8.00% IN YOLO COUNTY)\$_____

HEALTH DEPARTMENT FILING/PERMIT FEE. (YOLO CO. PER PERMIT AS OF JAN. 1, 2018).....\$12.00

NOTE: VARIES WITH EACH COUNTY

CERTIFIED COPIES OF THE DEATH CERTIFICATE (YOLO CO. PER COPY AS OF JAN. 1, 2018).....\$21.00

NOTE: VARIES WITH EACH COUNTY

EPA FEE\$8.50

This fee has been set in place by the State of California to help offset the costs of the Department of Consumers Affairs, Cemetery and Funeral Bureau.

CORONERS FEE (YOLO COUNTY).....\$260.00
Note: VARIES WITH EACH COUNTY

HONORARIUM (\$250.00 suggested).....\$_____

NOTARY FEE (per page).....\$30.00

LONG DISTANCE TRANSPORTATION (Any distance beyond 35 miles of McNary's).....(per quote)

NEWS NOTICES AND OBITUARIES(per quote)

LIMOUSINE.....(per quote)

MOTORCYCLE ESCORTS.....(per quote)

**CEMETERIES IN OUR AREA USUALLY REQUIRE THAT YOU
USE AN "OUTER BURIAL-CONTAINER". A GRAVE LINER
OR GRAVE VAULT WILL SATISFY THIS REQUIREMENT**

**OUR POLICY REQUIRES ACCOUNTS TO BE
PAID FOR IN FULL
AT THE TIME OF ARRANGEMENT CONFERENCE.**

**MASTER CARD, VISA, AND AMERICAN EXPRESS ARE
ACCEPTED.**

**A FEE OF 4.5% IS ADDED TO ALL PAYMENTS BY CREDIT
CARD.**

**ALL INSURANCE ASSIGNMENTS OR ESTATE CLAIMS WILL
HAVE A 5% FEE ADDED FOR THE PROCESSING OF THE
CLAIM FORMS.**

McNarys Chapel

458 College Street
Woodland, California 95695
(530) 662-5411
FD - 361

CASKET PRICE LIST

Effective: 03/01/2019 (Revised 06/26/2020)
Prices subject to change without notice

"THERE IS NO EVIDENCE THAT ANY CASKET REPRESENTED AS HAVING PROTECTIVE FEATURES, WHICH MAY INCLUDE A GASKET WILL PRESERVE HUMAN REMAINS."

MERCHANDISE

CASKET PRICE RANGE: \$220.00 - \$6805.00

ALTERNATIVE CREMATION CONTAINER: \$94.50

Delane Orchid	ACC 20 Gauge, Orchid Finish Exterior, Pink Crepe Interior	\$2625.00
Chapel Hill Clear	SI Solid Pine, Notch Satin Finish Exterior, Almond Velvet Interior	\$2750.00
New Treemont	ACC 20 Gauge., Gasketed, Light Blue Finish Exterior, Light Blue Flat Crepe Interior	\$2995.00
V-Ray Almond	ACC 20 Gauge., Gasketed, Almond Finish Exterior, Rosetan Crepe Interior	\$3310.00
Carlton Classic	ACC Solid Poplar, Medium Brown Satin Finish, Rosetan Crepe Interior	\$3525.00
Corinthian Pewter	ACC 18 Gauge Steel, Gasketed, Pewter Exterior, Oyster Crepe Interior	\$3945.00
Ultra Bronze	ACC (Oversize) 20 Gauge., Gasketed, Bronze Finish Exterior, Rosetan Crepe Interior	\$4085.00
Going Home Bronze	ACC 18 Gauge, Gasketed, Bronze Finish Exterior, Natural Velvet Interior	\$4110.00
Lancaster	ACC Solid Poplar, American Brown Gloss Finish, Rosetan Crepe Interior	\$4975.00
Princess	AUR-Stainless Steel, Gasketed, Brushed Hyacinth Finish Ext., Pink Premium Velvet Int.	\$5610.00
Aberdeen Starlite	AUR-Solid Bronze Exterior, Gasketed, Pearl Premium Velvet Interior	\$6805.00

CREMATION CASKETS

Mason Cherry	BCC Cherry w/Select Veneer-Dark, Champagne Velvet Interior	\$4445.00
Bradbury	BCC Pecan w/Select Veneer-Medium, Champagne Velvet Interior	\$3555.00
Pacific Pine	BCC Hardboard-Light, Rosetan Crepe Interior	\$1330.00
Bayview	BCC Hardboard-Light, Ivory Crepe Interior	\$1105.00

ALTERNATIVE CONTAINERS

Cardboard Container	No Interior, For Cremation Only	\$94.50
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RENTAL CASKET

Woodbridge Rental	SI Rental Casket with Removable Insert, Solid Oak, High Gloss Finish Exterior, Rosetan Crepe Interior (for use in McNarys Chapel only)	\$1105.00
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McNARYS MAKES NO REPRESENTATIONS ABOUT THE PROTECTIVE VALUE OF CERTAIN CASKETS OR OUTER BURIAL CONTAINERS OTHER THAN THOSE MADE BY THE MANUFACTURER. THE ONLY WARRANTIES, EXPRESSED OR IMPLIED GRANTED IN CONNECTION WITH GOODS SOLD WITH THIS FUNERAL SERVICE ARE THE EXPRESSED WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTY AND NO WARRANTY OF MERCHANTABILITY ARE EXTENDED BY THE SELLER.

OUR POLICY REQUIRES ACCOUNTS TO BE PAID FOR IN FULL AT THE TIME OF THE ARRANGEMENT CONFERENCE.
MASTERCARD/VISA ACCEPTED. A FEE OF 4.5% IS ADDED TO ALL PAYMENTS BY CREDIT CARD. A 5% FEE WILL BE ADDED TO ALL ACCOUNTS SETTLED BY INSURANCE ASSIGNMENTS, ATTORNEYS, OR ESTATE PROBATE.

McNarys Chapel

458 COLLEGE STREET
WOODLAND, CA. 95695
OFFICE (530) 662-5411 / FAX (530) 662-5196

FD-361

Statement of Disclosure of Preneed Agreement

“Prior to drafting any contracts for goods or services, the responsible party or the decedent’s survivor who is handling the funeral arrangements is entitled to receive a copy of any preneed agreement in the possession of the funeral establishment that has been signed and paid for, in full or in part, by or on behalf of the decedent.”

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EXHIBIT 2

McNARY'S CHAPEL

458 College Street • Woodland, California 95695 • 530-662-5411 • License # F.D. 0361

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that are used. If we are required by law to use any items, we will explain in writing below.

SERVICES FOR: _____ Date: _____
Basic Services of Funeral Director, Staff and Overhead _____ \$ _____
Transfer of Decedent to Funeral Home _____ \$ _____
Total \$ _____

SERVICES SELECTED:
*Embalming _____ \$ _____
Other Preparation of the Body _____ \$ _____
Weekend Service _____ \$ _____
_____ \$ _____
Total \$ _____

USE OF STAFF & FACILITIES AT FUNERAL HOME:
Visitation _____ \$ _____
Vigil Service (Rosary) _____ \$ _____
Funeral Ceremony _____ \$ _____
Memorial Service _____ \$ _____
Total \$ _____

USE OF STAFF & EQUIPMENT OTHER THAN AT FUNERAL HOME:
Graveside _____ \$ _____
Visitation _____ \$ _____
Vigil Service (Rosary) _____ \$ _____
Funeral Ceremony _____ \$ _____
Memorial Service _____ \$ _____
Total \$ _____

USE OF AUTOMOTIVE EQUIPMENT:
Hearse _____ \$ _____
Flower Car _____ \$ _____
_____ \$ _____
Total \$ _____

MERCHANDISE SELECTED:
Casket or Other Container _____ \$ _____
Register Book _____ \$ _____
Memorial Folders () _____ \$ _____
Prayer Cards () _____ \$ _____
Urn _____ \$ _____
Crucifix _____ \$ _____
Cap Panel Insert _____ \$ _____
Sub-Total \$ _____

MINIMUM CARE CHARGES: Sales Tax on Merchandise \$ _____
Forwarding of Remains to: _____ \$ _____
Receiving Remains from: _____ \$ _____
Immediate Burial _____ \$ _____
Direct Cremation _____ \$ _____
Total \$ _____

CASH ADVANCED:
Health Department Filing Fee _____ \$ _____
Certified Copies of Death Certificate (ea.) @ _____ \$ _____
Cremation Charges _____ \$ _____
Transportation _____ \$ _____
Cemetery Set-up _____ \$ _____
Use of A/V Equipment _____ \$ _____
After Hours Transfer _____ \$ _____
Additional Attendant _____ \$ _____
Refrigeration (days) @ _____ \$ _____
EPA Fee _____ \$ _____
Administration Fee _____ \$ _____
Sub-Total \$ _____
Total \$ _____

ADDITIONAL ITEMS ORDERED:

Items that may be ordered after original arrangement and contract is signed.
These items will be added to the contract and will be due and payable as part of original agreement.

ITEM	ORDERED BY	
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

GRAND TOTAL \$ _____

*IF YOU SELECTED A FUNERAL WHICH REQUIRED EMBALMING SUCH AS A FUNERAL WITH VIEWING, YOU MAY HAVE TO PAY FOR EMBALMING. YOU DO NOT HAVE TO PAY FOR EMBALMING YOU DID NOT APPROVE IF YOU SELECTED ARRANGEMENTS SUCH AS DIRECT CREMATION OR IMMEDIATE BURIAL. IF WE CHARGED FOR EMBALMING, WE WILL EXPLAIN WHY BELOW.
Legally required items, and/or cemetery or crematory required items of purchase - the law requirement is explained below:

That in consideration for said services and merchandise to be supplied by McNary's Chapel, I/we jointly and severally, agree to pay to McNary's Chapel or their assignee the sum of \$ _____ along with reasonable sum for any other services or merchandise ordered in addition to those named on the itemized list attached hereto. In addition I/we agree to reimburse McNary's Chapel or their assignee for any and all cash advances made in connection with the funeral service of the deceased named above. All sums due to McNary's Chapel shall be payable according to the following terms: unless otherwise agreed in writing attached to this contract, all said sums shall be due and payable by day of service. If said sums, or any part thereof, are not paid in full within 30 days of the date of death, a late charge shall be imposed from the due date on the unpaid balance, at the rate of 1 1/2%, Annual Percentage Rate of 18%.

It is expressly understood that by the terms of the Health and Safety Code of the State of California, the liability for the reasonable cost of interment of a deceased devolves jointly and severally upon all kin on the decedent in the same degree of kindred and upon the estate of the decedent, and this contract shall not in any way prevent McNary's Chapel from filing a claim against the estate of the deceased for the services and merchandise authorized herein.

If the account is to be paid through a probated estate, an estate handling fee of 10% of the account balance, will be added to and become a part of this agreement.

It is further expressly understood that by the terms of the Health and Safety code of the State of California, a decedent may, prior to his death, direct the preparation for, type or place of interment of his remains, such direction shall be faithfully carried out, and a funeral director shall not be liable to any person or persons for carrying out such directions of the decedent.

Signature _____ Address _____
Print Name _____ Driver's License No. _____

FOR MORE INFORMATION ON FUNERAL, CEMETERY AND CREMATION MATTERS, CONTACT: DEPARTMENT OF CONSUMER AFFAIRS,
CEMETERY AND FUNERAL BUREAU, 1625 NORTH MARKET BOULEVARD, SUITE S-208, SACRAMENTO, CA 95834, (916) 574-7870

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EXHIBIT 3

McNARY'S CHAPEL

458 College Street
Woodland, CA 95695
FD-0361

tel. 530.662.5411

fax 530.662.5196

No. 2356

SERVICES FOR

DATE OF DEATH

PLACE OF DEATH

DATE OF STATEMENT

DATE OF SERVICE

CHARGE OF SERVICES SELECTED

Professional Services

☐ Services of Funeral Director	\$	1935.00
☐ Embalming	\$	660.00
☐ Other Preparation of Body	\$	170.00
	\$	

Facilities & Equipment

☐ Use of Facilities & Staff for Viewing / Visitation	\$	
☐ Use of Facilities & Staff for Funeral Ceremony	\$	
☐ Use of Facilities & Staff for Memorial Service	\$	550.00
☐ Use of Equipment & Staff for Graveside Service	\$	440.00
☐ Use of Equipment & Staff for Church Service	\$	
☐ Add'l Attendant	\$	160.00

Automotive Equipment

☐ Transfer of Remains to Funeral Home	\$	370.00
☐ Hearse to Cemetery / Crematory	\$	425.00
☐ Use of limousine for services ()	\$	
☐ Sedan ()	\$	
☐ Service / Utility Vehicle	\$	190.00
☐ Add'l long distance transport 35 mi @ 3.75/mi	\$	131.25

PACKAGE PRICE OPTION (Items Marked with *) \$

TOTAL SERVICE CHARGES \$ **5,031.25**

MERCHANDISE

Casket (or alternative container) Chapel Hill Clear	\$	2,750.00
Desc.		
Outer Burial Container	\$	
Desc.		
Acknowledgment Cards	\$	
Register Book Crossing the Bridge	\$	51.00
Memorial Folders 100 Prayer Cards	\$	51.00
Memorial Package	\$	
Clothing	\$	
Cremation Urn	\$	
	\$	
	\$	
	\$	
Temporary Grave Marker	\$	

TOTAL MERCHANDISE CHARGES \$ **2,852.00**

SPECIAL SERVICES

Forwarding to:	\$	
Receiving from:	\$	
Immediate Burial.	\$	
Direct Cremation	\$	
	\$	

TOTAL OF SPECIAL CHARGE \$

TOTAL FUNERAL HOME CHARGES \$ **7,883.25**

(This total does not include cash advances)

DISCLOSURES

If any law, cemetery crematory or other requirements have required an embalming or the purchase of any items, the law or requirement is explained below.

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items you selected or that are required. If we are required by law or by a cemetery or crematory to use any item, we will explain reasons in writing below.

If you selected a funeral that may require an embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as direct cremation or immediate burial. If we charge for embalming, we will explain why below.

CASH ADVANCES

Charges in this section will be refunded if not used.

Cemetery Fees	\$	
Crematory Fees	\$	
Florist	\$	
Vault Company Service Charge	\$	
Clergy Honorarium	\$	
Musician and/or Singers	\$	
Newspaper Notices	\$	
Certified Copies of Death Certificate # 10	\$	230.00
HEALTH DEPT - PERMIT	\$	12.00
	\$	
	\$	
	\$	
TOTAL CASH ADVANCES	\$	242.00

SUMMARY OF EXPENSES

TOTAL ALL ITEMS	\$	8,125.25
Sales Tax (if App) @ 8.25 %	\$	235.29
GRAND TOTAL	\$	8,360.54
Less Payment made	\$	8,360.54
Other	\$	
BALANCE DUE	\$	0.00

BILLING TO

ACKNOWLEDGMENT AND AGREEMENT

I hereby acknowledge that I have the right to arrange the final service for the person named above, and I authorize this funeral establishment to perform services, furnish goods, and incur outside charges specified in this Statement. I acknowledge that a Casket Price List and a Outer Burial Container Price List were made available to me and that a copy of the General Price List was given to me prior to my making financial arrangements.

TERMS OF PAYMENT - THIS IS A CASH TRANSACTION, DUE IN FULL BY THE DAY OF SERVICE unless other terms are agreed upon, in writing, by our funeral home. If terms are agreed upon, and any payment is not paid when due, an anticipated LATE CHARGE of % per month (ANNUAL PERCENTAGE RATE %) will be added to the unpaid balance. I agree to pay the Balance due listed on this statement, plus any Late Charge. In the event I default in payment to this funeral establishment, I agree to pay reasonable attorney fees and all court costs in addition to any Late Charge applicable. I understand and agree that I am assuming personal liability for all the charges set forth in this statement, and that is in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby agree to all of the above and acknowledge receipt of a signed copy of this Statement. If other terms of payment are agreed upon, those terms of payment are:

DISCLAIMER OF WARRANTIES The only warranty on the casket or outer burial container, or both, sold in conjunction with this service is the express written warranty, if any, granted by the manufacturer. This funeral home make no warranty, express or implied, with respect to the casket or outer burial container or their suitability for a particular purpose. "We do not warrant or claim that the vault you are purchasing is air and or water tight. Please refer to the manufacturer's warranty."

Signed

Signature on file

SSN

Signed

SSN

ACCEPTANCE Our funeral home agree to provide all the services, merchandise and cash advances indicated on this statement

By

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EXHIBIT 4

PRENEED FUNERAL AGREEMENT

DEFINITIONS—"You" means the purchaser or insured; "We/Our" means the funeral home; "Insurance Policy" means a life insurance policy or an annuity used to fund this Agreement.

AGREEMENT—Except as otherwise specified in this Agreement, the funeral home will provide the funeral services and merchandise shown on Exhibit 1 in exchange for the total death benefit of the Insurance Policy. All benefits under the Insurance Policy will become available for disbursement upon the death of the insured. The items selected on Exhibit 1 will be provided unless unavailable at the time of delivery, in which case items similar in style, quality and of equal or greater value will be provided.

ASSIGNMENT—You agree that You will assign to the funeral home the death benefit of the Insurance Policy issued by Homesteaders Life Company in conjunction with this Agreement, which shall be paid to the funeral home upon the funeral home providing the funeral services and merchandise shown on Exhibit 1. The assignment remains in effect until revoked.

AUTHORIZATION—By signing this Agreement, You authorize the assigned funeral home to receive any and all information regarding the Insurance Policy. The authorization remains in effect until it is either 1) revoked by You in writing, or 2) the insurance policy is re-assigned to another funeral home.

CANCELLATION—You may cancel this Agreement at any time prior to performance by the funeral home. The cancellation of this Agreement does not cancel the Insurance Policy. The Insurance Policy may only be canceled under the terms of the Insurance Policy. The Insurance Policy contains a 30-day Right to Cancel provision. If You cancel after 30 days, only the surrender value will be refunded, which may be considerably less than the premiums paid.

FREEDOM OF CHOICE—You have the right to choose the funeral home of your choice. If a different funeral home is chosen, the price guarantee under this Agreement **will not** be enforceable. The death benefit of the Insurance Policy will then be paid to the beneficiary of the Insurance Policy.

FTC DISCLOSURES—If You selected a funeral that may require embalming, such as a funeral with viewing, You may have to pay for embalming. You do not have to pay for embalming You did not approve if You selected arrangements such as a direct cremation or immediate burial. If We charged for embalming, We will explain why below (or on reverse side).

Charges are only for those items that are used. If required by law to use any items, the provider will explain the reasons in writing.

GUARANTEES—The prices shown on Exhibit 1 are used for the sole purpose of establishing the initial amount of insurance required to fund this Agreement. At the time of need, the funeral home will provide the merchandise and services specified on Exhibit 1 in exchange for the total death benefits of the Insurance Policy.

If You fund this Agreement with an Insurance Policy or annuity with an initial death benefit that is at least equal to the face amount of the Insurance Policy, the guarantees on Exhibit 1 become effective immediately when the insurance coverage is issued. If You fund this Agreement with limited benefit life insurance coverage which does *NOT* have an initial death benefit that is at least equal to the face amount of the Insurance Policy, the guarantees on Exhibit 1 become effective only when the limited benefit provisions of the coverage expire.

If You die during a limited death benefit period, or You purchase an Insurance Policy with an initial face amount less than the Total Funeral Price on Exhibit 1, the parties responsible for the payment of the funeral expenses will be required to pay the difference between the at-need price and the death benefit paid under the terms of the Insurance Policy.

The parties responsible for the payment of the funeral expenses may also be required to pay additional funds for the non-guaranteed cash advances listed on Exhibit 1 if the amount allocated and the current retail price at-need are different. Cash advances are amounts estimated to pay for items that are not guaranteed. The following formula is used to determine the allocated amount: Total Section 3 divided by the Total Funeral Price multiplied by the Policy Death Value. **No portion of the allocated cash advances can be used to pay for guaranteed items.**

MEDICAID QUALIFICATION/IRREVOCABILITY—If initialed on Exhibit 1, You irrevocably assign ownership of the Insurance Policy used to fund this Agreement to the funeral home. If assigned to the funeral home, the funeral home irrevocably assigns ownership of the Insurance Policy to the Trustees of the Funeral Assurance Trust. **By irrevocably assigning ownership of the Insurance Policy, You cannot access the cash value of the Insurance Policy by surrendering the Insurance Policy, taking out a loan or receiving a refund of premiums after the 30-day Right to Cancel period expires.**

PURCHASER'S ACKNOWLEDGMENT—You acknowledge by your signature on Exhibit 1, that You have received a completed copy of this Agreement. You also acknowledge by your signature that a current General Price List, a current Casket Price List, a current Outer Burial Container Price List, and the Disclosures Regarding Insurance Funding were made available to You prior to the selection of merchandise and services.

PURCHASER'S OBLIGATIONS—You must apply for and have the Insurance Policy issued. You must pay all premiums due, fully maintain the cash values intact, and assign the death benefits of the Insurance policy to the funeral home. If You fail to complete any of these obligations, the funeral home has no obligation to perform this Agreement.

SEE THE OTHER SIDE FOR ADDITIONAL TERMS AND PROVISIONS

PRENEED FUNERAL AGREEMENT
EXHIBIT 1 — STATEMENT OF FUNERAL MERCHANDISE AND FUNERAL SERVICES
NOTE: THIS AGREEMENT IS TO BE FUNDED BY THE ASSIGNMENT OF INSURANCE BENEFITS

For more information on funeral, cemetery, cremation and hydrolysis matters, contact:

Department of Consumer Affairs, Cemetery and Funeral Bureau, 1625 North Market Blvd., Suite S208, Sacramento, CA 95834; Telephone: (916) 574-7870

FOR THE BENEFIT OF _____
(Funeral Recipient/Insured) (Address if different than below) (Phone)

IN AGREEMENT WITH _____
(Funeral Provider Name)

SECTION 1: GUARANTEED PROFESSIONAL SERVICES

Services of Funeral Director and Staff \$ _____
Embalming (See Agreement and * Below) \$ _____
Other Preparation \$ _____
Visitation _____ Days at \$ _____/Day \$ _____
Funeral Ceremony/Memorial Service \$ _____
Other Use of Facilities and Staff (Specify) _____ \$ _____
Transfer of Remains to Funeral Home \$ _____
If beyond a _____ mile radius, which is our service area, there
will be a charge of \$ _____ per mile one way.
Family Car(s) _____ at \$ _____ each \$ _____
Limousine _____ Hearse _____ \$ _____
Cremation \$ _____
Forwarding/Receiving Remains \$ _____
Other Services/Facilities/Equipment (Specify) _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL SECTION 1

\$

SECTION 2: GUARANTEED MERCHANDISE

DISPOSITION: ☐ BURIAL ☐ CREMATION ☐ OTHER

	Casket	Urn
Price	\$ _____	\$ _____
Manufacturer	_____	_____
Model Name	_____	_____
Model No.	_____	_____

Exterior Description _____
Interior Description _____
Outer Burial Container \$ _____
Model Name _____
Model Number _____
Manufacturer _____
Constructed of _____
Other Merchandise (Specify) _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

TOTAL SECTION 2

\$

SECTION 3: NON-GUARANTEED CASH ADVANCES

Death Certificates _____ at \$ _____ each \$ _____
Flowers \$ _____
Music \$ _____
Honorariums \$ _____
Obituaries \$ _____
Hairdresser \$ _____
Shipping Container \$ _____
Escort \$ _____
Grave Opening and Closing \$ _____

Memorial Cards/Book \$ _____
Clothing (Specify) \$ _____
Monument/Marker \$ _____
Engraving \$ _____
Sales Tax Estimate \$ _____
Other (Specify) \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

We charge You for our services in obtaining: _____

TOTAL SECTION 3

\$

ADJUSTMENTS

\$

TOTAL FUNERAL PRICE

\$

***REQUIRED PURCHASES**—Charges are only for those items that You selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below. _____

MEDICAID QUALIFICATION—Initial here (_____) to make the Insurance Policy funding this Agreement irrevocable to qualify for Medicaid or other public assistance. By making the Insurance Policy irrevocable You waive any rights to cancel the Insurance Policy or receive a refund of monies paid. **SEE REVERSE SIDE FOR TERMS.**

THIS EXHIBIT AND THE AGREEMENT ON THE REVERSE SIDE SHALL CONSTITUTE THE TERMS AND CONDITIONS OF THIS AGREEMENT.

X

(Signature of Purchaser)

(Date)

(Address)

(Phone)

(City, State)

(Zip)

X

(Signature of Provider's Authorized Representative)

(Date)

(Funeral Provider's Address)

(Phone)

(City, State)

(Zip)

HOME SALES ONLY: You, the Buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

