

1 **Jynona Norwood**
2 **Guyana Tribute Foundation**
3 **PO Box 3330**
4 **Hollywood, CA 90078**
5 **Telephone: (310) 419-3930**
6 **In Pro Per**

7 **Eugene Lumpkin**
8 **275 Divisadero St.**
9 **San Francisco, CA 94117**
10 **Telephone: (318) 334-1974**
11 **In Pro Per**

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF ALAMEDA**
14 **UNLIMITED CIVIL**

15
16 **GUYANA TRIBUTE FOUNDATION, a**)
17 **California non-profit corporation;**)
18 **JYNONA NORWOOD, an individual; and**)
19 **EUGENE LUMPKIN, an individual;**)

20 **Plaintiffs,**)

21 **vs.**)

22 **THE EVERGREEN CEMETERY**)
23 **ASSOCIATION, a California Corporation;**)
24 **BUCK KAMPHAUSEN, an individual;**)
25 **RON HAULMAN, an individual; and**)
26 **DOES 1-50, inclusive,**)

27 **Defendants.**)

CASE No.: RG11575036

FIRST AMENDED COMPLAINT FOR:

1. **Breach of Oral Contract;**
2. **Breach of Contract for Failure of Consideration or Failure To Perform;**
3. **Breach of Implied Covenant of Good Faith and Fair Dealing;**
4. **Negligence;**
5. **Fraud and Intentional Deceit;**
6. **Negligent Misrepresentation;**
7. **Intentional Misrepresentation;**
8. **Negligent Infliction of Emotional Distress;**
9. **Injunctive and Declaratory Relief.**

28 **COME NOW Plaintiffs, in Pro Per, and to show the Court the following:**

1 **INITIAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 **i. Plaintiffs**

- 3 1. Dr. Jynona Norwood, (hereinafter referred to as Dr. "Norwood") is
4 now, and at all times mentioned in this Complaint was, competent
5 adult, and resident of Los Angeles County, State of California.
- 6 2. Dr. Eugene Lumpkin, (hereinafter referred to as Dr. "Lumpkin") is
7 now, and at all times mentioned in this Complaint was, competent
8 adult, and resident of Los Angeles County, State of California.
- 9 3. Guyana Tribute Foundation, (hereinafter referred to as "Guyana") is
10 now, and at all times mentioned in this Complaint was, a Non-profit
11 California Corporation, and resident of Los Angeles County, State
12 of California.
- 13 4. Plaintiff, Norwood; Lumpkin; and Guyana are hereinafter referred to
14 as "Plaintiffs".

15 **ii. Defendants**

- 16 5. Plaintiffs are informed and believe and thereon allege that, at all
17 times mentioned herein, defendant EVERGREEN CEMETERY
18 ASSOCIATION (hereinafter "Defendant", or "Evergreen") is a
19 Corporation duly organized and existing under the laws of the State
20 of California registered with the Secretary of State under instrument
21 number C0036859 with its principal place of business in the City of
22 Oakland, Alameda County, California.
- 23 4. Defendant Buck Kamphausen, (hereinafter referred to as
24 "Kamphausen", or "Co-defendant") is now, and at all times
25 mentioned in this Complaint was, competent adult, and resident of
26 Marin County, California and the President of Defendant Evergreen.
- 27 5. Defendant RON HAULMAN, (hereinafter referred to as "Haulman",
28 or "Co-defendant") is now, and at all times mentioned in this

1 Complaint was, competent adult, and resident of Alameda County,
2 California and the Executive Director of Defendant Evergreen, and
3 Co-defendant Kamphausen.

4 6. The true names and capacities of those Defendants including
5 Evergreen; Kamphausen; and Haulman sued herein as DOES 1 TO
6 50 inclusive are presently unknown to plaintiffs, who therefore sue
7 these Defendants by such fictitious names. Plaintiffs will amend
8 this Complaint to allege the true names and capacities of these
9 Defendants once same have been ascertained.

10 7. Plaintiffs are informed and believe, and thereon allege, that each of
11 the Defendants sued herein was in some manner responsible for the
12 actions which formed the basis for this Complaint, as set forth
13 herein below.

14 8. Each reference in this Complaint to "Defendant" or "Defendants" or
15 "Co-defendant" or "Co-defendants" or to a specifically named
16 Defendant refers also to all Defendants sued under fictitious names.

17 9. Plaintiffs are informed and believe, and thereon allege, that at all
18 times herein mentioned each of the Defendants, including all
19 Defendants sued under fictitious names, and each of the persons who
20 are not parties to this action but are identified by name or otherwise
21 throughout this Complaint, was the alter ego of each of the
22 remaining Defendants and was the agent and employee of each of
23 the remaining Defendants and in doing the things herein alleged was
24 acting within the course and scope of their agency and employment.

25 10. Plaintiffs are informed and believe, and thereon allege that at
26 the time of the business transaction that formed the basis of this
27 Complaint, Defendant, Evergreen was the master and in control of
28 Defendants, Kamphausen; and Haulman.

1 11. Plaintiffs are informed and believe, and thereon allege that at
2 the time of the business transaction that formed the basis of this
3 Complaint, Defendant, Kamphausen was the Chief Executive
4 Officer; President; Director; Secretary; Treasurer; Employee; Agent;
5 Associate; Servant; and Employer of Co-defendant ECA and master
6 and in control of Co-defendants Haulman.

7 12. Plaintiffs are informed and believe, and thereon allege that at
8 the time of the business transaction that formed the basis of this
9 Complaint, Defendant, Kamphausen was employed in the capacity of
10 President and was the immediate supervisor and in charge and
11 control of Co-defendant Haulman.

12 13. Plaintiffs are informed and believe, and thereon allege, that at
13 the time of the business transaction that formed the basis of this
14 complaint, the principals and owners of all named Defendants were
15 employers, employees, associates, agents, brokers, masters, and in
16 control of the remaining Defendants.

17 14. Each Defendant herein is sued individually as a conspirator
18 and aider and abettor, as well as in such Defendant's capacity as an
19 officer and/or director or employee and agent of one and another,
20 and the liability of each arises from the fact that he, she, or it has
21 engaged in all or part of the unlawful acts, plans, schemes, or
22 transactions complained of herein.

23 **JURISDICTION AND VENUE**

24 15. This Court has proper jurisdiction over this action pursuant
25 to §410.10 of the California Code of Civil Procedure. The violations
26 of law complained of herein occurred in this county. Furthermore,
27 the amounts in controversy exceed the jurisdictional minimum of
28 this Court.

1 16. Venue is proper in the Superior Court of the County of Los
2 Angeles pursuant to California Code of Civil Procedure §§395 and
3 395.5.

4 **COMMERCE**

5 17. The acts and practices of Defendants alleged in this complaint
6 have been in or affecting commerce, as “commerce” is defined in
7 Section 4 of the FTC Act, 15 U.S.C. §44.

8 **FACTS**

9 18. On or about November 18, 1978, 918 people lost their lives in
10 Guyana at the commune known as “Jonestown”, led by James
11 Warren Jones. This is historically referred to as the “Jonestown
12 Massacre-Suicides”.

13 19. Of the 918 names listed on a memorial for the victims of the
14 Jonestown Massacre, one stands out: “James Warren Jones,” the cult
15 leader who ordered the killing of a congressman and a news crew at
16 his Guyana compound in 1978, then instructed his entire 918
17 followers to swallow a fatal dose of a cyanide-laced drink.

18 20. More than 400 bodies, including most of the children, were
19 eventually buried in a mass grave in California, where the cult had
20 been based before relocating to Guyana.

21 **i. Dr. Norwood’s Facts**

22 21. On that same date, Plaintiff Norwood lost twenty-seven
23 members of her family during the Jonestown Massacre-Suicides.

24 22. On or about November 21, 1978, more than 900 bodies were
25 returned to the United States, and 406 of the bodies, most of whom
26 were children, were buried in a mass grave at Evergreen Cemetery,
27 located at 6450 Camden Street, Oakland, CA 94605 which is owned
28 and operated by Defendants. Most of the twenty-seven members of

1 Plaintiff Norwood's family who perished in the Jonestown tragedy
2 are also buried at this mass grave site.

3 23. On or about May 21, 1979, Plaintiff Norwood held the first
4 Memorial Service in San Francisco, California at Queen Adah Hall.

5 24. On or about November 18, 1980, Plaintiff Norwood began
6 holding public memorials at Evergreen Cemetery to honor the
7 victims, particularly the children, of the Jonestown Massacre-
8 Suicides.

9 25. As a result of these annual public memorials held by Plaintiff,
10 Plaintiff Norwood and Defendants developed a positive relationship.

11 26. From 1980 until 1992, Plaintiff Norwood and the victims of
12 the family continuously advocated for the construction of a
13 memorial wall listing 918 names of the victims of the Jonestown
14 Massacre, excluding Jim Jones.

15 27. In or around November 1992, Defendants Kamphausen and
16 Haulman orally agreed that they would be agreeable to, and willing
17 to assist in, the building of a memorial wall honoring the victims of
18 the Jonestown Massacre-Suicides.

19 28. On or about September 24, 2002, Defendant Evergreen sent to
20 Plaintiff Norwood a letter stating that in September 1997,
21 Defendants committed to providing the base and setting for a
22 memorial to be placed at the mass grave site of the victims of the
23 Jonestown Massacre-Suicides. A true and correct copy of this letter
24 is attached hereto as **Exhibit A** and incorporated herein by reference
25 as if set forth in full.

26 29. On or about July 23, 2003, Plaintiff sought, and obtained, a
27 proposal from a company named Willis Granite for the construction
28 of the memorial wall in the amount of \$59,190. A true and correct

1 copy of this proposal is attached hereto as **Exhibit B** and
2 incorporated herein by reference as if set forth in full.

3 30. Defendants Kamphausen and Haulman notified Plaintiff that
4 they would permit the construction of the memorial wall only if
5 Plaintiff used their preferred vendor, MMC, working through
6 Amador Memorial Company, (“AMC”). Defendants Kamphausen
7 and Haulman further advised Norwood that MMC and AMC would
8 be best suited to construct the memorial wall, as the companies were
9 familiar with the grounds at the cemetery and would best know the
10 specifications of the size of granite that would properly fit at the
11 mass grave site. In addition, Defendants Kamphausen and Haulman
12 represented that the aforementioned contractors had a longstanding
13 and exclusive working relationship with the Defendants.

14 31. Presently, Plaintiffs have received all the granite required to
15 erect the Memorial Wall in the form of donation and free of charge
16 by Mrs. Billie “Cortez”, owner of the Marin Monument Company,
17 (“MMC”).

18 32. On or about March 22, 2007, Norwood sent a letter to
19 Defendants Evergreen, Kamphausen and Haulman reiterating the
20 discussions they had regarding the memorial wall, including the
21 dimensions and general description of the design of the memorial
22 wall as provided by MMC. A true and correct copy of the March 22,
23 2007 correspondence is attached hereto as **Exhibit C** and
24 incorporated herein by reference as if set forth in full.

25 33. On or about November 18, 2007, Norwood received a letter
26 from AMC indicating that they would be able to prepare a memorial
27 consisting of seven granite ledgers for a total price of \$97,800, due
28 in payments as follows: \$30,000 due on or before November 18,

1 2007; \$33,935 due in March/April 2008; and \$33,935 due in
2 July/August 2008. A true and correct copy of the November 18,
3 2007 correspondence is attached hereto as **Exhibit D** and
4 incorporated herein by reference as if set forth in full.

5 34. On or about November 18 2007, Plaintiffs provided one check
6 to AMC, in the amount of \$13,371 and one in January 29, 2008 in
7 the amount of \$17,000, for a total of \$30,371.

8 35. John Cortez, owner of AMC, advised Norwood that they met
9 with John Duley (hereinafter "Duley"), the head of construction at
10 Evergreen, and provided Duley with the sketch of the memorial wall
11 as well as the weight of the foundation of the wall. A true and
12 correct copy of the sketch with John Duley and Ron Haulman's
13 name is attached as hereto as **Exhibit E** and incorporated herein by
14 reference as if set forth in full. In a videotaped, dying declaration,
15 Cortez confirmed that John Duley came by the office, and he gave
16 him the sketch, the specifications, etc. of the wall. Cortez also
17 confirmed that Defendant Kampausen viewed the slabs of granite
18 and gave his assent to construction of the memorial wall using said
19 slabs

20 36. Plaintiffs are informed and believe and thereon allege that, in
21 or about April, 2008, Kamphausen, on behalf of Evergreen, went
22 personally to MMC, observed the size and weight of the granite
23 panels that had been ordered by AMC for the memorial wall, and not
24 only *did not* object to the size of the panels, but also stated that he
25 would do whatever was necessary to help install the memorial wall.

26 37. On or about November 18, 2008, at the thirty-year anniversary
27 of the Jonestown Massacre-Suicides, Plaintiffs unveiled two of the
28 panels of the memorial wall, upon which some of the victims' names

1 were inscribed, by having the panels delivered to Evergreen for an
2 annual public memorial held by Plaintiffs. Kamphausen, Haulman
3 and Mr. John Cortez, co-owner of MMC and AMC, were present at
4 the unveiling.

5 38. At no point in time did Kamphausen or any representative of
6 Evergreen ever expressed any concern or reservation regarding the
7 size or design of the memorial wall, either while visiting MMC or at
8 the thirty-year anniversary unveiling, or at any other point in time
9 prior to December 15, 2009.

10 39. On or about December 15, 2009, Defendants wrote a letter to
11 Norwood wherein they alleged, among other things, that the
12 memorial wall had never been approved and that it was too large. A
13 true and correct copy of the December 15, 2009 correspondence is
14 attached hereto as **Exhibit F** and incorporated herein by reference as
15 if set forth in full. This was the first time that Defendants raised
16 any objection to the size and general specifications of the memorial
17 wall, despite having actually seen the written plans and size of the
18 granite panels at MMC April 2008 and again at Evergreen in
19 November 2008.

20 40. On or about March 1, 2011, Plaintiffs discovered by reading a
21 news article, that Defendants had approved plans for another
22 monument to be erected on the base and setting, originally approved
23 for Plaintiffs' memorial wall. This monument is proposed by the
24 surviving People's Church, led by Fielding McGhee and Jim Jones,
25 Jr., and proposed to include the name of ***Jim Jones himself*** as a
26 victim of the Jonestown Massacre-Suicides.

27 41. Plaintiffs are informed and believe and thereon allege that the
28 "alternate" monument has been erected, displaying the names of the

1 victims along with the name of Jim Jones as a "victim" which has
2 been published in the newspapers. The use of the true victims'
3 names in this manner and on this "alternate" monument was done
4 unilaterally by Defendants and without approval by the estates/heirs
5 of the victims for the appropriation and use of their names being
6 displayed with Jim Jones being listed as a purported victim instead
7 of as a perpetrator of this tragic event. Such use is objected to and
8 the names must be obliterated, so time is of the essence.

9 **ii. Rev. Lumpkin's Facts**

10 42. In November 1992, the supporters, family members and friends
11 of the child victims developed the idea of building a permanent
12 memorial to honor the memory of the three hundred and five
13 children who perished during the Jonestown Massacre at the hands
14 of the People's Temple and Jim Jones. It seemed only fitting and
15 appropriate that Evergreen Cemetery would be the home to a
16 physical memorial that would stand as a permanent and painful
17 reminder to future generations of the child victims' families and
18 supporters of the lives of the precious child victims who perished so
19 young.

20 43. Since 1992, Plaintiff Lumpkin has participated in the annual
21 public memorials as a speaker at Evergreen Cemetery so that the
22 lives lost in Guyana would not be forgotten. Additionally, Rev.
23 Lumpkin was appointed as liaison by the former Mayor of San
24 Francisco Frank Jordan in the capacity as one of the Human Rights
25 Commissioners of San Francisco, California to assist Dr. Norwood
26 and the families of the victims of Jonestown to erect a memorial
27 wall in memory of those who innocently lost their lives in Guyana..
28 A true and correct copy of Rev. Lumpkin's correspondence is

1 attached hereto as **Exhibit G** and incorporated herein by reference
2 as if set forth in full. Rev. Lumpkin, Dr. Norwood, the families and
3 the community have been instrumental in the planning, design and
4 construction of the Jonestown Memorial Wall. In 1992, Defendant
5 Kamphausen, on behalf of Evergreen Cemetery, verbally committed
6 to Dr. Norwood, and Rev. Lumpkin and the families of the victims,
7 at numerous memorials, that Evergreen Cemetery would provide the
8 land, base and foundation for the Jonestown Memorial Wall.

9 44. Shortly after the verbal assurances by Defendants, Dr.
10 Norwood and Rev. Lumpkin began contacting granite companies
11 across the county for a quote to build the Jonestown Memorial Wall.
12 At some point Rev. Lumpkin informed Defendants Kamphausen and
13 Haulman that Plaintiffs found a company who could construct the
14 Jonestown Memorial Wall for a reasonable price. From the onset,
15 Evergreen Cemetery expressed an interest to be involved in the
16 design, size, height, length, width and thickness of the Jonestown
17 Memorial Wall (hereinafter collectively referred to as
18 "Specifications"). The Defendants also required that, as a condition
19 of Evergreen Cemetery's promise to donate the base and the setting,
20 that Plaintiffs must exclusively use Evergreen team of contractors;
21 that is, MMC and AMC. Defendant Kamphausen required that the
22 Jonestown Memorial Wall be made of thick enough material so it
23 may be drilled allowing for steel or aluminum rods to prevent
24 tipping or falling and the base of sufficient size to adequately hold
25 the monument.

26 45. In 1995, MMC prepared Specifications for the Jonestown
27 Memorial Wall and submitted it to Defendants for approval. . A true
28

1 and correct copy of this letter is attached hereto as **Exhibit H** and
2 incorporated herein by reference as if set forth in full.

3 46. Left with no choice, Dr. Norwood and Rev. Lumpkin agreed to
4 use the Defendants' contractors.

5 47. The Jonestown Memorial Wall was envisioned to serve as a
6 strong link between the child victims and their surviving family
7 members, a collective gravestone, and a place where individuals
8 could prominently see the name of a loved one carved in granite
9 forever. It was planned that the hundreds of names of the children
10 who perished at the Jonestown Massacre would be etched and
11 engraved into the wall. Further, the Jonestown Memorial Wall was
12 to be constructed in the spirit of those who honored the tragic
13 passing of their loved ones in events such as the Jewish Holocaust,
14 the Columbine shooting, the Vietnam War and, most recently, the
15 tragedy of 9/11.

16 48. In or about January 1997 and again on or about September 24,
17 2002, Kamphausen confirmed in writing Evergreen Cemetery's
18 promise to provide Plaintiffs with a base and setting for the
19 Jonestown Memorial Wall (this letter is hereinafter referred to as
20 "Commitment Letter"). (Please see **Exhibit A**)

21 49. Relying on the previous oral representations and the promises
22 represented in January 1997 and again in September 24, 2002,
23 Commitment Letter and countless verbal assurances, Plaintiffs began
24 to take steps to bring the vision of the Jonestown Memorial Wall
25 into reality. First, Plaintiffs launched an aggressive, multi-faceted
26 fundraising campaign consisting of letter-writing, phone-athons and
27 private solicitations. This fundraising campaign began in 1993 and
28 continues until today. Plaintiffs also invested substantial resources

1 into the promotion, public relations firms and the creation, design
2 and implementation of a website to attract and retain donors.

3 50. In March 2007, Dr. Norwood sent a letter to Defendant
4 Haulman as a representative of Evergreen Cemetery, memorializing
5 their conversation concerning the Jonestown Memorial Wall. In that
6 confirmation letter, Dr. Norwood described the Specifications as
7 follows:

8 *“This design showcases the Heart shaped center by giving*
9 *a slight dip between the heart and the other monoliths.*
10 *The text by Dr. Maya Angelou will go around the heart,*
11 *with the rest of the names on the Wall with a few names*
12 *on the panel below the heart. The wall is 36 feet long;*
13 *with the wall that features the adult names 7 feet above*
14 *ground and the heart 8 feet above ground. We would like*
15 *for the names to be readable on black granite. We would*
16 *like for the date of birth to be next to each name.”*

17 51. Defendant Haulman never responded or protested the
18 Specifications or dimensions of the Jonestown Memorial Wall
19 as was stated in Plaintiffs’ discussion and in the confirmation
20 letter.

21 52. In or about November 8, 2007, Plaintiffs, at the direction
22 and mandate of defendants Evergreen Cemetery; Kamphausen
23 and Haulman entered into an agreement with AMC for the
24 construction of the Jonestown Memorial Wall to be erected at a
25 cost of \$97,800.

26 53. The agreement required this amount to be paid in three
27 installments. (Please see Exhibit D) Per this agreement, the
28 Jonestown Memorial Wall would consist of seven granite
ledgers of which six would be black pieces, five feet by seven
feet in size, with a center piece designed to have a red granite
five-foot-six by five-foot-five heart, and two hundred and

1 seventy names would be placed in the center of the heart.
2 These Specifications were consistent with the Specifications
3 that Dr. Norwood communicated to defendant Haulman in her
4 Letter, dated March 2007.

5 54. Based upon this agreement, in or about 1993, Plaintiff
6 Norwood, by and through other local non-profits, began raising
7 funds for the construction of the memorial wall. In or about June
8 22, 1996, Reverend Edgar Boyd, Pastor of Bethel AME Church of
9 San Francisco, began to solicit funds for the memorial by, among
10 other things, organizing a benefit concert. Later, in or about
11 November 1998, Norwood formed co-plaintiff, Guyana Tribute
12 Foundation to continue raising funds for the construction of the
13 memorial wall.

14 55. On November 18, 2007, Plaintiffs paid the first
15 installment of \$13,371, and in January 2008, Plaintiffs paid an
16 additional \$17,000, for a total of \$30,371.

17 56. Shortly after receiving the first installment, but before
18 they commenced work, AMC prepared additional plans and
19 specifications and gave them to John Duley. (Please see
20 **Exhibit E**)

21 57. Defendant Evergreen reviewed these additional plans and
22 specifications and no one on behalf of Defendant Evergreen
23 protested. In fact, the owner of AMC, in a video recorded
24 dying declaration, stated that sometime in April 2008, while the
25 construction of the Jonestown Memorial Wall was ongoing,
26 Defendant Kamphausen inspected the Jonestown Memorial Wall
27 and made no objections.
28

1 58. By November 2008, two of the seven granite pieces were
2 completed in time to celebrate the 30th anniversary of the
3 Jonestown Massacre. At the November 2008 memorial, USA
4 TODAY published a feature regarding the 30th anniversary of
5 the Jonestown Massacre and the Jonestown Memorial Wall.
6 The cover of the newspaper USA TODAY and world news
7 filmed and featured John Cortez, Kamphausen, Haulman,
8 Officer Yolanda Williams, survivors, family, Plaintiff
9 Norwood, Reverend Amos Brown and Plaintiff Lumpkin. A
10 true and correct copy of this feature and screen shot is attached
11 hereto as **Exhibit I** and incorporated herein by reference as if
12 set forth in full.

13 59. Suddenly, and out of the blue, in or about December 15,
14 2009, Plaintiffs received a written request from Defendant
15 Haulman asking for, among other things, the Jonestown
16 Memorial Wall Specifications. (Please see **Exhibit F**)

17 60. Plaintiffs did not understand this request since defendant
18 Evergreen's contractors, and others had provided Haulman with
19 Specifications. The letter went on to state that the granite slabs
20 featured at the 30th anniversary were too big and were not
21 approved. This was false and untrue.

22 61. From December 2009 until the present, Plaintiffs and
23 their supporters, political leaders and the California Lawyers
24 For The Arts have made numerous phone calls to Defendants
25 Haulman and Kamphausen. Over this two-year span, mediators,
26 political leaders and Plaintiffs have left many voicemail
27 messages asking for a return call so that Plaintiffs and
28 Defendants could discuss the content of the letter and complete

1 the project. Neither one of the Defendants has returned any
2 phone calls.

3 62. In fact, the only response that Plaintiffs received from
4 Defendants was through the media. On or about March 1,
5 2011, when reading a news article, Rev. Lumpkin found out
6 that Defendants Evergreen; Kamphausen and Haulman had
7 approved plans for another monument to be erected on the base
8 and setting originally approved for Jonestown Memorial Wall.
9 This monument was proposed by the surviving People's
10 Church, led by Fielding McGhee and Jim Jones, Jr., and
11 proposed to include the name of Jim Jones **himself** as a victim
12 of the Jonestown Massacre (hereinafter referred to as the "Jim
13 Jones Memorial Wall").

14 63. In response to this article, Plaintiffs organized a prayer
15 vigil and rally on the sacred grounds where most of the
16 innocent children are laid to rest at Evergreen Cemetery in
17 protest. Again, Defendants failed to respond to Plaintiffs
18 except through the media in a February 28, 2011 article
19 featured by the Contra Costa Times, in which Defendant
20 Haulman stated that the monument "can't physically fit" and
21 that Plaintiffs did not give Defendants "one dime" for the
22 project. A true and correct copy of said article is attached
23 hereto as **Exhibit J** and made a part hereof. At the direction of
24 Evergreen payments of \$30,371 was paid to AMC and MMC,
25 defendants' authorized contractors!

26 **FIRST & SECOND CAUSES OF ACTION**

27 **Breach of Oral Contract**

28 **and**

1 **Breach of Contract for Failure of**
2 **Consideration or Failure To Perform**
3 **(AGAINST ALL DEFENDANTS)**

4 64. Plaintiffs hereby reallege, replead, and incorporate herein by
5 reference paragraphs 1 through 62, above, as if the same were set
6 forth at length herein.

7 65. The essential elements necessary to form a binding contract are
8 (i) An Offer; (ii) An Acceptance in strict compliance with the terms
9 of the offer; (iii) Legal Purpose and Objective; (iv) Mutuality of
10 Obligation – also known as the “meeting of the minds”; (v)
11 Consideration; and (vi) Competent Parties;

12 66. (i) OFFER; and (iii) LEGAL PURPOSE; In or about 1992, and
13 again in January 1997 and September 2002, Defendant Evergreen
14 through and by its agents and officers, defendant Kamphausen;
15 promised to assist Plaintiffs in erecting a wall to honor the victims of
16 the Jonestown Massacre-Suicides, including but not limited to
17 providing the base and setting for the memorial wall.

18 67. (ii) ACCEPTANCE; Further, in or about April 2008,
19 Kamphausen, on behalf of Evergreen, reaffirmed that he would do
20 whatever was necessary to help install the memorial wall.
21 Kamphausen never stated that he needed written approval in the 1997
22 or the 2002 letters.

23 68. (iv) Mutuality of Obligation – also known as the “meeting of
24 the minds”; Plaintiffs and Defendants agreed on the specification,
25 size, other dimensions of the granite, the location of the monument
26 and the names to be inscribed on the monument wall. Parties also
27 agreed that Plaintiffs would pay for the cost of erecting the
28 monument wall according to the vendor specifications that had been
 agreed upon, as presented by Cortez, Defendants’ vendor.

1 69. (v) CONSIDERATION; On or about November 18, 2007,
2 Plaintiffs paid the first payment of \$13,371 as agreed toward the
3 construction of the memorial wall and \$17,000 in January 2008,
4 whereby MMC ordered the granite panels for the designated wall.

5 70. Since then, only two panels have been completed.
6 Kamphausen, on behalf of Evergreen, went to Marin Memorial
7 Company and saw all of the granite that are set to comprise the
8 memorial wall, as well as the two completed panels of the memorial
9 wall, and never objected to the size, weight, or specifications of the
10 memorial wall.

11 71. On or about December 15, 2009 and again in March, 2011,
12 Defendants breached the parties' agreement by repudiating the
13 existence of the contract, stating that the memorial wall had never
14 been approved, was too large, and by accepting plans for the
15 construction of a memorial from a rival group, headed by Fielding
16 McGhee III and Jim Jones, Jr., which proposed to include the name
17 of Jim Jones himself as a victim of the Jonestown Massacre-Suicides.

18 72. (vi) Competent Parties; Plaintiffs and Defendants are all
19 competent adults able to enter into the Agreement.

20 73. Plaintiffs have performed all conditions, covenants and
21 promises required to be performed on their part in accordance with
22 the terms and conditions of the contract. Any conditions required to
23 be performed by Plaintiffs, were not performed because they were
24 excused as a result of Defendants' initial breach of the contract.

25 74. As a direct and proximate result of Defendants' breach of
26 contract, Plaintiffs have been damaged in sums not yet fully
27 ascertained. Plaintiffs will amend the Complaint when the full
28 amount of their damages are ascertained.

THIRD CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing

(AGAINST ALL DEFENDANTS)

75. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs 1 through 73, above, as if the same were set forth at length herein.

76. A special relationship exists between Plaintiffs, Dr. Norwood; Rev. Lumpkin and Defendants Evergreen; Kamphausen; and Haulman by virtue of the contract.

77. Plaintiffs relied upon the implied covenant of good faith and fair dealing in the contractual relationship with each Defendants.

78. Plaintiffs' contract with Defendants provided that Defendants would assist Plaintiffs in erecting a wall to honor the victims of the Jonestown Massacre-Suicides, including, but not limited to, providing the base and setting for the memorial wall, and to do whatever was necessary to help install the memorial wall. In reliance upon these promises, Plaintiffs paid \$30,371 to commence construction of the memorial wall.

79. The contract contained an implied covenant of good faith and fair dealing that prevented either party from doing anything that would deprive the other of the benefits of the contract. This covenant also imposed an obligation on each contracting party not to do anything that would render performance of the contract impossible and to do everything the contract presupposes that each will do to accomplish the contract's purpose.

80. Defendants were obligated to perform their duties as required by the contract. Specifically, under the contract, Defendants were

1 required to provide the base and setting for the memorial wall, and to
2 do whatever was necessary to help install the memorial wall.

3 81. By not performing as specified in the contract, and by
4 accepting the proposal of the New People's Temple to build a rival
5 memorial honoring *Jim Jones himself*, Defendants breached the
6 implied covenant of good faith and fair dealing.

7 82. As a proximate result of Defendants' breach of implied
8 covenant of good faith and fair dealing, Plaintiffs have been damaged
9 in sums not yet fully ascertained. Plaintiffs will amend this
10 Complaint when the full amount of damages has been ascertained.

11 **FOURTH CAUSE OF ACTION**

12 **Negligence**

13 **(AGAINST ALL DEFENDANTS)**

14 83. Plaintiffs hereby reallege, replead, and incorporate herein by
15 reference paragraphs 1 through 81, above, as if the same were set
16 forth at length herein.

17 84. At all times mentioned in this complaint, defendants,
18 Evergreen; Kamphausen; and Haulman were operating the Evergreen
19 Cemetery where 406 bodies of the victims of the Jonestown
20 Massacre, were buried.

21 85. Out of the victims, one stands out: "Bishop James Warren
22 Jones" the cult leader who ordered the killing of a congressman and a
23 news crew at his Guyana compound in 1978, then ordered his entire
24 following to swallow a fatal dose of a cyanide-laced drink.

25 86. Defendants and each of them knew or should have known that
26 "James Warren Jones" was the cult leader who committed the heinous
27 murders.
28

1 87. Defendants and each of them knew or should have known that
2 Plaintiff Norwood had began holding public memorials at Evergreen
3 Cemetery since 1979 to honor the victims, particularly the children,
4 of the Jonestown Massacre-Suicides. Furthermore, Jim Jones gang of
5 leaders Fielding McGhee, Rebecca Moore and Jimmy Jones, Jr. only
6 began holding memorials in 2010 after they secretly met with
7 Defendants Evergreen, Kamphausen and Haulman to highjack
8 Plaintiffs' idea of a design for a Memorial Wall.

9 88. As a result of these annual public memorials held by
10 Plaintiffs, Plaintiff Norwood and Defendants developed a positive
11 relationship.

12 89. From 1980 until 1992, Plaintiff Norwood and the victims of
13 the family continuously advocated for the construction of a
14 memorial wall enlisting 918 names of the victims of the Jonestown
15 Massacre, **excluding Jim Jones.**

16 90. In or around November 1992, Defendant Kamphausen agreed
17 that he would be willing to assist in the building of a memorial wall
18 honoring the victims of the Jonestown Massacre-Suicides, **excluding**
19 **Jim Jones.**

20 91. On or about September 24, 2002, Defendant Evergreen sent to
21 Plaintiff Norwood a letter stating that in September 1997, Defendants
22 committed to providing the base and setting for a memorial to be
23 placed at the mass grave site of the victims of the Jonestown
24 Massacre-Suicides.

25 92. Defendants, as owners and operators of a Cemetery operated
26 negligently, because:

- 27 i. Defendants Failed to maintain the integrity and the honor
28 of the 918 victims of the Jonestown Massacre by listing the

1 name of James Warren Jones on the Memorial Walls next to
2 the names of the victims who were murdered by him;

3 ii. Defendants with their conducts failed to provide
4 reasonable care and they should have known, that the name
5 of James Warren Jones , and displaying his name with the
6 title of Bishop, next to the names of the victims whom he
7 murdered would create an unreasonable risk of
8 psychological and financial harm to Plaintiffs and the
9 families of the victims;

10 iii. Defendants negligently or deliberately failed to warn
11 plaintiffs of the listing the name of James Warren Jones on
12 the Memorial Walls;

13 iv. Defendants failed to otherwise exercise due care with
14 respect to the matters alleged in this complaint.

15 93. As a direct and proximate result of the negligence of
16 defendants as set forth above, plaintiffs spent their time and money
17 to list James Warren Jones' name the killer who murdered 918
18 innocent people including 305 children, on the Memorial Walls
19 without plaintiffs knowledge and/or consents.

20 94. As a further direct and proximate result of the negligence of
21 defendants as set forth above, plaintiffs sustained psychological
22 injuries and monetary damages.

23 **FIFTH CAUSE OF ACTION**

24 **(Fraud and Intentional Deceit)**

25 **(AGAINST ALL DEFENDANTS)**

26 95. Plaintiffs hereby reallege, replead, and incorporate herein by
27 reference paragraphs 1 through 93, above, as if the same were set
28 forth at length herein.

1 96. During the relevant time period, Defendants, in summary,
2 promised and represented to Plaintiffs that they would provide the
3 base and setting for a memorial to be placed at the mass grave site of
4 the victims of the Jonestown Massacre-Suicides and that they would
5 do whatever was necessary to help install Plaintiffs' memorial wall.

6 97. At the time Defendants made said promises to Plaintiffs,
7 Defendants had no intention of performing the promises.

8 98. The false promises were made by Defendants with the intent to
9 induce Plaintiffs to solicit more than \$97,000 from donors and pay
10 more than \$30,000 to commence construction on the memorial wall,
11 when, in actuality, Defendants had no intent to erect the wall that
12 Plaintiffs had desired, thus attempting to discourage Plaintiffs from
13 pursuing the memorial wall project, attempting to discourage
14 Plaintiffs from holding continued memorial services, and thereby
15 depleting Plaintiffs' funds, thus diminishing Plaintiffs' financial
16 ability and societal credibility to pursue the memorial activities.

17 99. At the time, these promises and representations and failures to
18 disclose and suppression of facts occurred, and at the time Plaintiffs
19 took the actions herein alleged, were ignorant of the falsity of the
20 promises and representations and the existence of the facts which
21 defendant suppressed and failed to disclose. If Plaintiffs had been
22 aware of the falsity of the promises and representations or the
23 existence of the facts suppressed and not disclosed by defendants,
24 plaintiffs would not have proceeded in the manner set forth above.

25 100. At the time the Defendants made said promises and
26 representations to Plaintiffs, Defendants had no intention of
27 performing the same.
28

1 101. Plaintiffs believed these promises and representations made by
2 Defendants, and each of them, to be true and, in reasonable reliance
3 on those promises and representations, Plaintiffs were induced to
4 complete the transactions as set forth above. Plaintiffs would have
5 never solicited or expended the sums herein alleged if Plaintiffs had
6 not relied on those promises and representations by Defendants, and
7 each of them.

8 102. As a proximate result of Defendants' fraud and the facts
9 alleged in this complaint, Plaintiffs have been damaged in sums not
10 yet fully ascertained. Plaintiffs will move this Court to amend this
11 complaint to insert the amount of their damage when it is
12 ascertained.

13 103. Defendants, in doing the things herein alleged, acted
14 intentionally and with malice, oppression and fraud, and Plaintiffs
15 are therefore entitled to an award of exemplary and punitive damages
16 against Defendants.

17 **SIXTH CAUSE OF ACTION**
18 **Negligent Misrepresentation**
19 **(AGAINST ALL DEFENDANTS)**

20 104. Plaintiffs hereby reallege, replead, and incorporate herein by
21 reference paragraphs 1 through 102, above, as if the same were set
22 forth at length herein.

23 105. Defendants Evergreen; Kamphausen; and Haulman gave false
24 information to Plaintiffs that they would erect the Memorial Walls
25 based on the Specifications provided to them.

26 106. Under the circumstances alleged, Defendants Evergreen;
27 Kamphausen; and Haulman owed a duty to Plaintiffs to provide them
28 with accurate information about the status of the Memorial Walls.

1 107. Defendant, Kamphausen; and Haulman in the course of their
2 employments with Evergreen represented to Plaintiffs on multiple
3 occasions that they were complying with the specifications and the
4 terms of the agreement in erecting the Memorial Walls. Defendants
5 were feeding Plaintiffs falsehood that they did not have to worry
6 about the Memorial Walls and the specifications and the names
7 listed on the Walls.

8 108. Defendants Kamphausen; and Haulman's representations were
9 false, negligent and material.

10 109. Plaintiffs justifiably relied on Defendants' misrepresentations
11 and acted as instructed to by Defendants.

12 110. Plaintiffs justifiably relied on Kamphausen; and Haulman's
13 misrepresentations and acted as instructed to by Defendants.

14 111. Plaintiffs' reliance on Defendants' misrepresentations was
15 thus to their detriment.

16 112. As a direct and proximate result of the breach of fiduciary
17 duty, Plaintiffs have been damaged in more than \$33,000 of their
18 money.

19 113. In doing the acts set forth above, Defendants knew that their
20 conducts were unlawful and wrong, yet subjected Plaintiffs to same.
21 This oppressive conduct was sanctioned and ratified by assessment
22 of punitive damages.

23 **SEVENTH CAUSE OF ACTION**

24 **Intentional Misrepresentation**
25 **(AGAINST ALL DEFENDANTS)**

26 114. Plaintiffs hereby reallege, replead, and incorporate herein by
27 reference paragraphs 1 through 112, above, as if the same were set
28 forth at length herein.

1 115. Defendant, Evergreen through its corporate officers, employees
2 and agents co-defendants Kamphausen and Haulman intentionally
3 and/or deliberately misrepresented and concealed from Plaintiffs the
4 true nature of enlisting James Warren Jones' name with the
5 remaining of the victims of massacre whom he murdered, which made
6 false, deceptive and illusory that the memorial walls would erect
7 without his name.

8 116. These representations were intentionally or deliberately made
9 to Plaintiffs and the families of the victims through concealment and
10 non-disclosure, and through other information prepared or
11 disseminated by Defendants.

12 117. As a direct and proximate result of these misrepresentations,
13 omissions and concealments, Plaintiffs have been damaged in an
14 amount to be proven at trial.

15 118. Defendants at all times knew that Plaintiffs relied upon the
16 representations and information provided by Defendants, and the
17 materiality of such information is established as a matter of State and
18 Federal law. Defendants' concealment, suppression and non-
19 disclosure of material facts were intended to influence Plaintiffs'
20 decisions and were done with reckless disregard for the rights of
21 Plaintiffs.

22 119. Plaintiffs' reliance on Defendants' misrepresentations was
23 thus to their detriment.

24 120. As a direct and proximate result of the breach of fiduciary
25 duty, Plaintiffs have been damaged in more than \$33,000 of their
26 money.

27 121. In doing the acts set forth above, Defendants knew that their
28 conducts were unlawful and wrong, yet subjected Plaintiffs to same.

1 This oppressive conduct was sanctioned and ratified by assessment
2 of punitive damages.

3 **EIGHTH CAUSE OF ACTION**

4 **Negligent Infliction of Emotional Distress**

5 **(AGAINST ALL DEFENDANTS)**

6 122. Plaintiffs hereby reallege, replead, and incorporate herein by
7 reference paragraphs 1 through 120, above, as if the same were set
8 forth at length herein.

9 123. Defendants' conducts were extreme and outrageous and were
10 intentional or done recklessly.

11 124. As a result of Defendants' conducts, Plaintiffs have lost their
12 investment for a project that was not performed per agreement
13 whereby scams were designed and calculated by Defendants and
14 each of them.

15 125. As a result of Defendants' conducts, Plaintiffs experienced and
16 continue to experience severe emotional distress resulting in bodily
17 harm.

18 126. As a result of the above-described conduct, Plaintiffs have
19 suffered, and continue to suffer great pain of mind and body, shock,
20 emotional distress, physical manifestations of emotional distress,
21 embarrassment, loss of self-esteem, disgrace, humiliation, and loss
22 of enjoyment of life; were prevented and will continue to be
23 prevented from performing their daily activities and obtaining the
24 full enjoyment of life; have sustained loss of earnings and earning
25 capacity; and/or have incurred and will continue to incur expenses
26 for medical and psychological treatment, therapy, and counseling.

1 127. As a proximate result of Defendants' negligent conduct,
2 Plaintiffs have suffered, and will continue to suffer, general and
3 special damages in an amount according to proof at trial.

4 128. In doing the acts set forth above, Defendants knew that their
5 conducts were unlawful and wrong, yet subjected Plaintiffs to same.
6 This oppressive conduct was sanctioned and ratified by assessment
7 of punitive damages.

8 **NINTH CAUSE OF ACTION**

9 **Injunctive and Declaratory Relief**

10 **(AGAINST ALL DEFENDANTS)**

11 129. Plaintiffs hereby reallege, replead, and incorporate herein by
12 reference paragraphs 1 through 127, above, as if the same were set
13 forth at length herein.

14 130. Plaintiffs discovered that the Defendants have accepted plans
15 for the construction of a memorial from a rival group, headed by
16 Fielding McGhee III, Rebecca Moore and Jim Jones, Jr. which
17 proposed to include the name of *Jim Jones* himself as a victim of the
18 Jonestown Massacre-Suicides. Defendants have defrauded Plaintiffs
19 of, and misappropriated funds and monies belonging or due to
20 Plaintiffs, and have defrauded Plaintiffs of the use of a sacred site
21 which Plaintiffs have used for years to honor the victims of the
22 Jonestown Massacre-Suicides.

23 131. Defendants' conduct in constructing this rival memorial wall
24 has caused and will cause great and irreparable harm to Plaintiffs and
25 the families of the victims and the public at large, wherein a
26 memorial wall that has been honoring *Jim Jones* himself has been
27 constructed upon the mass grave site, where most of the 305 children
28 that Jim Jones ordered to be murdered are buried.

1 132. Plaintiffs have no adequate remedy at law in that Defendants
2 will have successfully and irretrievably destroyed any and all of
3 Plaintiffs' relationships with donors to the cause, many of which
4 Plaintiffs will be unable to recover. Plaintiffs have been involved in
5 acquiring donations and funds for the construction of the memorial
6 wall for years, and these client relationships are unique and hold
7 more than monetary value to Plaintiffs.

8 133. Furthermore, Plaintiffs have no adequate remedy at law for the
9 injury in that monetary damages cannot adequately compensate
10 Plaintiffs for the loss of the memorial wall site at Evergreen
11 Cemetery, which site is unique. This is due to several reasons, most
12 notable of which is that monetary damages is appropriate insuring
13 that the rival wall that has already been installed to be removed and
14 replaced by Plaintiffs' Memorial Wall in accordance with the
15 specifications and agreement among the parties.

16 **(Declaratory Relief)**

17 134. An actual controversy has arisen and now exists between
18 Plaintiffs and Defendants by reason of the acts and omissions herein
19 alleged in that Plaintiffs contend that:

- 20 i. Defendants have approved Plaintiffs' plans for the
21 construction of their memorial wall on numerous
22 occasions;
- 23 ii. Plaintiffs are entitled to construct the memorial
24 wall at the agreed-upon mass grave site that was
25 approved by Defendants on numerous occasions;
- 26 iii. Plaintiffs have already expended more than
27 \$30,000 on the construction of the memorial wall;
28 and

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iv. that Defendants must comply with their promises and representations to provide the base and setting for a memorial to be placed at the mass grave site of the victims of the Jonestown Massacre-Suicides and to do whatever was necessary to help install the memorial wall.

135. By reason of the foregoing, Plaintiffs desire a judicial declaration and declaration of rights as to all matters referred to above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for a judgment, relief, decree and order against Defendants, and each of the other defendants named as DOES 1-50, as follows:

- 1. For special damages in an amount to be proven at trial;
- 2. For general damages in an amount to be proven at trial;
- 3. For an order directing Defendants to demolish and remove the existing Memorial Wall and to reconstruct a new Memorial Wall in accordance with the specifications per agreement between Plaintiffs and Defendants upon the agreed-upon mass grave site at Evergreen Cemetery;
- 4. For exemplary and punitive damages in an amount to be proven at trial;
- 5. For reasonable attorneys' fees incurred in this action;
- 6. For costs of suit herein incurred; and
- 7. For such other and further relief that the Court deems

reasonable, necessary, and just.

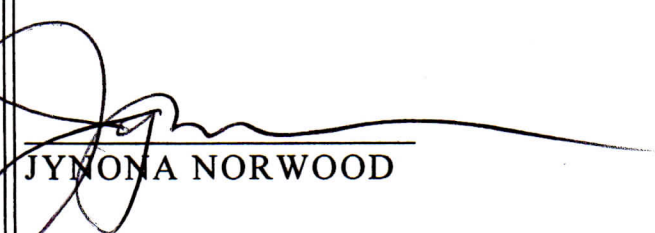
1 134. By reason of the foregoing, Plaintiffs desire a judicial
2 declaration and declaration of rights as to all matters referred to
3 above.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiffs pray for a judgment, relief, decree and
6 order against Defendants, and each of the other defendants named as DOES
7 1-50, as follows:

- 8 1. For special damages in an amount to be proven at trial;
9 2. For general damages in an amount to be proven at trial;
10 3. For an order directing Defendants to demolish and remove the
11 existing Memorial Wall and to reconstruct a new Memorial
12 Wall in accordance with the specifications per agreement
13 between Plaintiffs and Defendants upon the agreed-upon mass
14 grave site at Evergreen Cemetery;
15 4. For exemplary and punitive damages in an amount to be proven
16 at trial;
17 5. For reasonable attorneys' fees incurred in this action;
18 6. For costs of suit herein incurred; and
19 7. For such other and further relief that the Court deems
20 reasonable, necessary, and just.

21 Dated: October 29, 2011

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26 
27 JYMONA NORWOOD

28 
EUGENE LUMPKIN

1 For GUYANA TRIBUTE FOUNDATION

2

3

4 Dated: October 29, 2011

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8 JYNONA NORWOOD

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1 **PROOF OF SERVICES**

2 I, Lodester Marie Thews, certify and declare as follows:

3 I am over the age of 18 years and not a party to this action. My business
4 is located in City, County, and State where the mailing described below took
5 place.

6 On November 7, 2011, I deposited in the United States Mail at
7 Los Angeles, California, a copy of:

8 **FIRST AMENDED COMPLAINT**

9 by placing the documents listed above in a sealed envelope with postage
10 thereon fully prepaid, in the United States mail at Los Angeles, California
11 addressed as set forth below.

12
13 **Steven H. Gurnee**
14 **Gurnee & Daniels, LLP.**
15 **2240 Douglas Blvd., Suite 150**
Roseville, CA, 95661

16 Dated: November 7, 2011

17 I declare under penalty of perjury under the laws of the State of
18 California that the above is true and correct.


19
20
21 
22 *Signature*

EXHIBIT A



EVERGREEN CEMETERY

• CEMETERY • MAUSOLEUM • CREMATORY

6450 CAMDEN • OAKLAND, CALIFORNIA 94605 • (415) 632-1602

September 24, 2002

Guyana Tribute Foundation
Dr. Jynona M. Norwood, Executive Director
645 W. Arbor Vitae
Inglewood, CA 90301

Dear Dr. Norwood:

Evergreen Cemetery Association committed to providing the base and setting for a monument memorial to be set at the site for the victims of the Jonestown massacre, approximately 5 years ago.

This is subject to approval by the Evergreen Cemetery Association Board of Directors as to the design, size, style and height of the memorial.

The Cemetery has to have all monuments, memorials, etc., made of thick enough material so they may be drilled allowing for steel or aluminum rods to prevent tipping or falling and the base of sufficient size to adequately hold the monument/memorial.

Upon submission of the design, length, height, thickness and weight plus the supplier's name, address and phone, we should be able to give rapid approval.

Hopefully, your fund raising campaign will be successful.

Sincerely,
EVERGREEN CEMETERY ASSOCIATION

Buck Kamphausen, President

BK:tw

EXHIBIT B



WHM WILLIS GRANITE PRODUCTS

GRANITE QUARRY - MONUMENT MANUFACTURING
P.O. BOX 727 900 QUARRY DRIVE
GRANITE, OKLAHOMA 73547

TELEPHONE: (580)-626-2184 FAX: 580-535-4778 OR TOLL FREE 1-800-522-0119
WEB SITE www.willisgranite.com or E-MAIL grannet@hpnla.net

July 23, 2003

Dr. Jynona Norwood
Mr. Ford
1-310-458-8599
310-236-3838 Dr. Norwood's fax
310-235-8700 Mr. Ford's fax

Price for the Jonestown #7 Design.

This design showcases the Heart shaped center by giving a slight dip between the heart and the other monoliths. The text by Maya Angelou would need to go around the heart, this would enable us to place the rest of the names on the wall with just a few names on the panel below the heart. The wall is 26 feet long, with the wall that features the adult names 6 feet above ground and the heart 7 feet above ground. This is as small as I can go on the heart and still get the childrens names on it. This also limits us to a only 13 inches in length per name line. I would suggest using only first and last names with their age following their name. Example, Morris, Linda-51 yrs. Scarborough, Alex-9 yrs.

The overall cost of the monument with 913 names	\$50,690.00
Crane cost	2,500.00
Installation team/foundation plans/ and misc. expenses	6,000.00
Estimated Total	\$59,190.00

This does not include any cemetery fees, the cost of the foundation or any city work permits. Willis Granite will supply foundation plans for the customer to have the foundation built. Does not include any landscaping or water features or sculptures.

Delivery of the monument will be an additional \$3,000.00 if Willis Granite has to deliver to Oakland, CA.

Sales tax may be added if applicable (a letter of tax exemption would be necessary) and that cost might be \$3,801.75. I will have to ask our accountant on this since it is out of state.

Payments to Willis Granite Products would need to be in 3 phases:

- \$28,000.00 Down payment with order.
- \$28,000.00 Pictures of finished work would be sent to customer and payment due before shipping to Oakland, CA
- \$ 3,190.00 Balance due upon delivery and installation.

If you have any questions, please call 1-800-522-0119. We have been having trouble with this line and it is sometimes coming in on our fax line, so if that # is not going through please call 1-580-535-2184.

Very truly yours,

Linda Willis Morris, CM, AICA

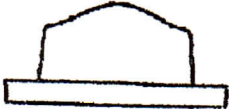


EXHIBIT C

Cherish The Children

275 Divisadero St. * San Francisco, CA 94117
Headquarters: 645 W. Arbor Vitae * Inglewood, CA 90301 * (310) 419-3930

Founder/President

Dr. Jynona Norwood
*Guyana Tribute
Foundation, Cherish the
Children Project*

Honorary Committee

Mayor Willie L. Brown

Yvonne Brathwaite Burke
Supervisor

Mayor, Roosevelt Dorn
Inglewood, CA

Dianne Feinstein
Senator

Rev. Julius C. Hope
NAACP Voter Affairs

Rev. Timothy McDonald
President AAMLC

Rt. Rev. Alexei Smith
Archdioceses, LA

Mark Ridley Thomas
Congressman

Diane E. Watson
Congresswoman

Rev. Mark Whitlock
FAME Renaissance

Advisory Committee

Bishop H. H. Brookins

Dr. Amos Brown
*SF Housing Commissioner
Pres. SF, NAACP*

Rev. Edgar Boyd
Bethel A.M.E., SF

Dr. Frank & Hurdis
*Bozeman, Global
Evangelica Seminary*

Senator John Ford

Dick Gregory

Elihu Harris
Former Mayor, Oakland

Rev. Arnold W. Howard

Rev. Leonard Jackson,
Senior Adv. to Mayor L.A.

Rev. Eugene Lumpkin
Ebenezer Baptist Church

Moses Mayne
Fmr. Councilman

Rev. James Mc Cray
Jones United Methodist

Dr. Cecil "Chip" Murray

Gail E. Neira
*S.F. Republican Central
Committeewoman*

Rev. Ed Norwood

Rebecca Pollock

Rev. Dr. Al Sampson

Dr. Aurelius Walker
True Hope COGIC

Former Speaker Herb J.
Wesson

Officer Yulanda Williams
SFPD

March 22, 2007

Jonestown Memorial Wall/Cherishing the
645 W. Arbor Vitae
Inglewood, CA. 90301

Evergreen Cemetery
6450 Camden Ave.
Oakland, CA. 94612

Dear Mr. Haulman,

It was good to speak with you today and discuss the realization of erecting the Jonestown Memorial Wall to honor the memories of the victims of this horrific tragedy. The families, survivors and loved ones are getting up in age and are passing on and it would be a wonderful and blessed miracle to help us after all of these years memorialize the victims of Jonestown. I will personally be responsible for all future payments and will sign a promissory note on my home in SF to pay off the wall on a payment schedule. These selfless people went to Guyana as pioneers in a new land to build a better world with their children lost their defenseless lives clearly, because of the lies and leadership of Jim Jones.

Our hope is to soon be able to see the names of our loved ones engraved on a permanent memorial and run our fingers across their names in honor of their precious lives. They lived with compassion one for the other and died with dignity. Thank you for all of your help in making this dream become a reality.

SUBJECT: JONESTOWN MEMORIAL WALL

We would like a simple seating garden area as a part of the Memorial at the Oakland Cemetery similar to other memorials. We would like to unveil and dedicate the Jonestown Memorial Wall by November 18, 2007. The design of the wall is on our website. The website address: www.jones-town.org.

DESIGN DIMENSIONS:

This design showcases the Heart shaped center by giving a slight dip between the heart and the other monoliths. The text by Dr. Maya Angelou will go around the heart, with the rest of the names on the Wall with a few names on the panel below the heart. The wall is 36 feet long, with the wall that features the adult names 7 feet above ground and the heart 8 feet above ground. We would like for the names to be readable on black granite. We would like for the date of birth to be next to each name. We do not have all of the DOB's for instance for the babies we will just put 1978. We have approximately 890 names where 276 are children's names to be inscribed on a heart in the center of the wall. It will be 8 inches thick with the heart being made of red granite.

Please call me should you have any additional questions @ 310-459-8599.

Warmest regards,

Dr. Jynona Norwood
Jonestown Memorial Wall

EXHIBIT D

AMADOR MEMORIAL CO.

Since 1866

4435 Piedmont Ave.
Oakland, CA 94611
(510) 652-5147
FAX (510) 652-5104

Nov. 18, 2007

Dr. Jynona Norwood
Guyana Tribute Foundation
Cherish The Children

The memorial will have seven granite ledgers. With all viewable sides polished. Six black pieces five feet by seven feet in size. With one hundred and two adult names per piece. The center piece will be of red granite with a five foot six by five foot tall heart. The heart will have the name of the two hundred and seventy six children.

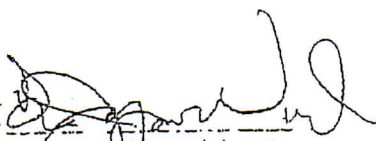
The contract for the Jones Town memorial wall will be \$97,800.00. The first payment due of Nov. 18 will be \$30,000.00.

The second payment will be due March/April 2008 for \$33,935.00 when the granite is delivered to our shop.

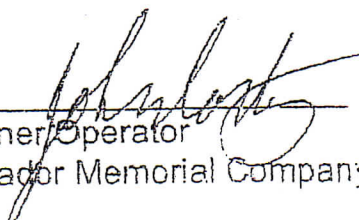
The third and final payment will be due July/August 2008 when the stone is delivered to Evergreen Cemetery for \$33,935.00.

Dr. Jynona Norwood

John Cortez

X 

Founder/President
Jones Town Memorial Wall

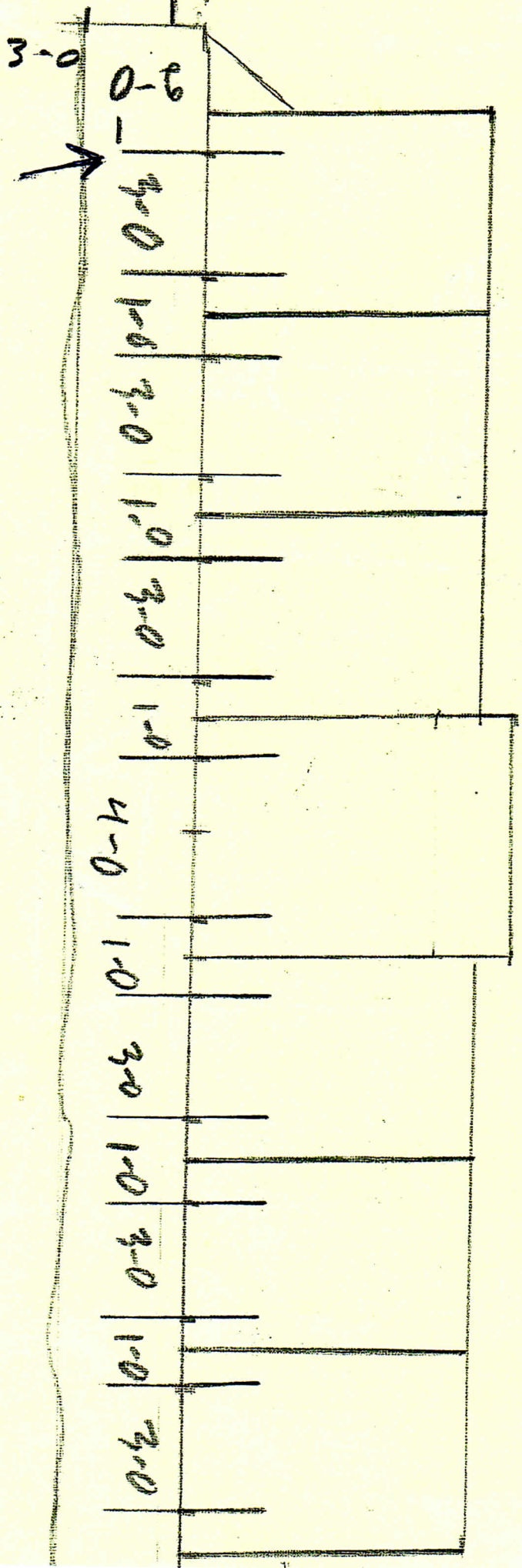
X 

Owner/Operator
Amador Memorial Company

EXHIBIT E

Met with John Duley
4-Ref

Ren HELMAN
408-287-870



PLACE 3" X 2' TUBE
TO ACCEPT DOOR PINS
40' X 4'-0 8" X 3'-0

JOHN DULEY 707-333-4243

EXHIBIT F



EVERGREEN CEMETERY

CEMETERY • MAUSOLEUM • CREMATORY

8450 CAMDEN • OAKLAND, CALIFORNIA 94609 • (510) 882-1602

December 15, 2009

Dr. Jynona Norwood
P.O. Box 3330
Hollywood, CA 90078

Dear Dr. Norwood,

In your email of December 2, 2009 there were 3 points which I wish to address directly to clear up any confusion.

- Plans for a future monument wall
- Committees, foundations and/or organizations
- Memorial Services and cemetery visitors

Let me start by addressing the last point first. It is the policies of Evergreen Cemetery Association that the family and friends of persons buried in Evergreen Cemetery all have the equal ability and access to remember and memorialize each loss in their own way. Jonestown survivors may not be unified in the approach, but *all* are welcome to come and pay respects regardless of association, affiliation, or perceived intent.

Further Evergreen Cemetery has never recognized, nor is it our intentions to recognize any particular committee, foundation and/or organization with respects to the Jonestown, Peoples Temple grave site within Evergreen Cemetery. If groups of family members and their friends choose to organize for mutual comfort and solidarity in their intention to pay respects to those buried at Evergreen Cemetery that is of course their individual choice. We will make every effort to respect any reasonable request made to us to accommodate the needs of all our guests.

Lastly there is the matter of any proposed memorial wall plans. It has been my position from the very onset of memorial wall conversations, and planning that I would need to approve the design and final concept before green lighting the project. Last year 2 granite panels were unveiled at Evergreen Cemetery bearing the names of some of those victims of the Jonestown Massacre. As they were presented the panels are too large to be placed on or near the current grave site, nor would the expenses be inconsiderable. Any design must be approved in advance, and in writing.

To date no design has received the approval of the Evergreen Cemetery ownership. The obligation of paying for the extensive foundation work, and installation required for any wall has not been agreed upon, while making a pledge of financial support for the memorial wall it is not our intent to incur massive and open ended expenses involved in the erecting of such a wall.

Any plans then for a wall should take in to account these basic facts

- Placement (the current marker can not be moved)
- Size (the area must be able to accommodate the wall)
- Expense (foundation, installation, and future use restrictions)
- Consensus (a majority of family members with loved one's buried at Evergreen Cemetery's Jonestown site should be in agreement)

As always I wish to provide a safe, clean and peaceful location to all the families who have entrusted Evergreen Cemetery with the great honor of lying in rest their loved ones. In pursuit of that goal I will continue to work with all parties involved to try and build consensus for a Jonestown Memorial Wall; however my part can only move forward after a unified, funded and practical proposal is presented and approved.

Sincerely

Buck Kumpkatsen
President
Evergreen Cemetery Association

EXHIBIT G

Winnsboro, LA 71295

May 5, 2010

Dear Sirs:

This to certify that I, Rev. Eugene Lumpkin, Jr., was appointed as liaison by Mayor Frank Jordan in my capacity as one of the Human Rights Commissioners of San Francisco, California to assist Dr. Jynona Norwood and the families of the victims of Jonestown to erect a memorial wall in memory of those who lost their lives in Guyana. I was asked by the African American community to serve as the treasurer for The Jonestown Memorial Wall. In 1993, I signed on with Dr. Hatcher and Dr. Norwood at the Bank of America.

According to a letter written from Evergreen Cemetery to Dr. Norwood, it was stated that the two granite pieces delivered could not be approved due to size and weight. Dr. Norwood and I delivered a check for the work to begin and we were sure that the measurements were accurate to the cemetery specifications. Evergreen Cemetery gave us a letter of commitment that they would provide the base and setting for a monument memorial. Granite companies from across the United States were contacted and although we received quotes lower than Marin Monument and other Bay Area quotes we proceeded with Marin Monument on the request of Evergreen Cemetery. Evergreen stated that we use Marin Monument for the Cherishing the Children Jonestown Memorial Wall because that is the company that does most of their work. Additionally, they stated that if there is a mistake on the names, birth dates, etc. that since they are local they can fix the problem quickly. Evergreen never requested of our committee to submit designs after we agreed on using Marin Monument. How is a cemetery able to donate the base and setting for a monument if they do not know what the weight that the memorial will be?

Marin/Amador Monument is the contracted partner that Evergreen told us to give \$30,000 of public donations to. Marin Monument is in constant communication with Evergreen because the first two pieces had to be delivered for the 30th anniversary which appeared on the front page of USA Today. Evergreen did not contact us about any specifications until December 15, 2009 that they will not be erecting the wall from Marin. We submitted our first payment of \$30,000 in the presence of Evergreen Cemetery, November 18, 2007 at Evergreen Cemetery. Marin Monument ordered the granite and began calling Dr. Norwood for the remainder of the payments. We spoke on a three-way call that all we had was \$30,000 and would hopefully, raise the rest soon. Marin/Amador Monument has continued to call Dr. Norwood to date. We told them in 2009 before the 31st Annual Anniversary that because of the downturn in the economy we were not able to raise the rest of the funds; however, we are hopeful that we will have the remainder as soon as possible. Marin Monument told us that Evergreen stated that they could not do any more work until they had the rest of the payment. Furthermore, they have added a new clause about family members that has nothing to do with the agreement that the African American community made with Evergreen Cemetery. The families and friends of this massacre has been through enough and although they endured this horrific trial, they have remained steadfast in honoring the 305 children who lost their dear lives, their loved ones who became victims of Jim Jones, Congressman Leo Ryan and the news crew who accompanied him by holding tribute to them annually and in a fitting memorial.

Sincerely,

Rev. Eugene Lumpkin

Rev. Eugene Lumpkin

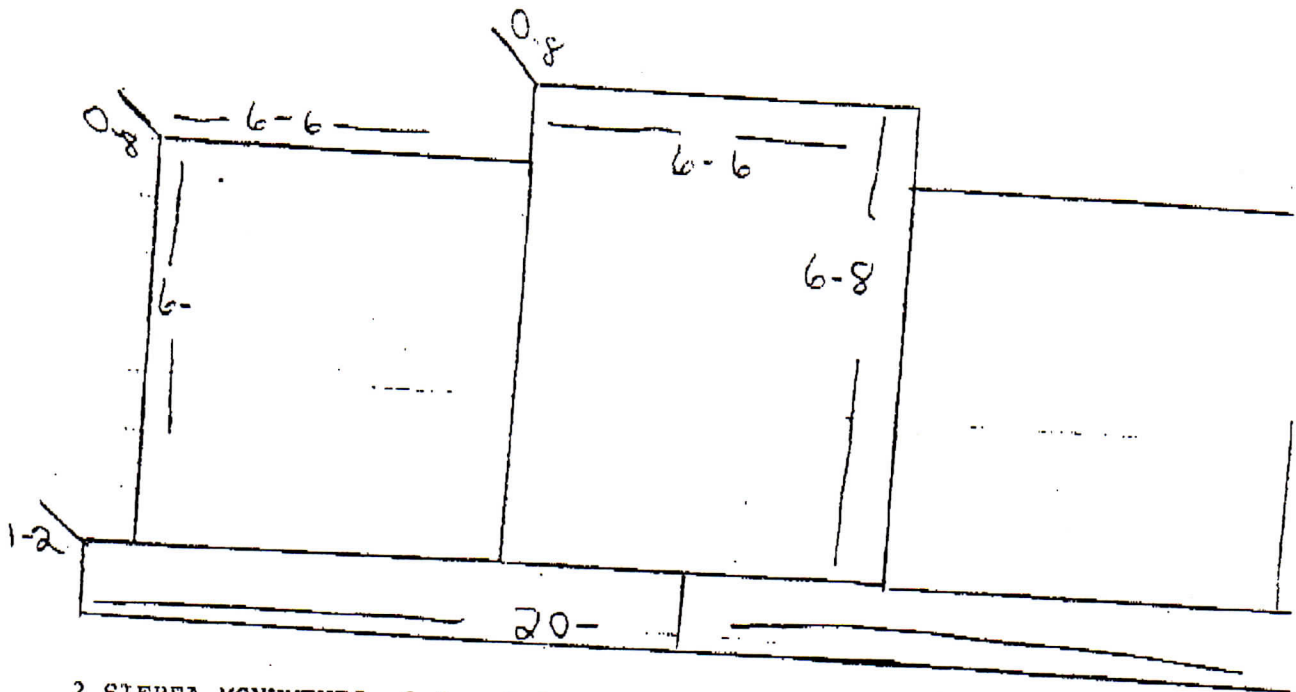
EXHIBIT H

MARIN MONUMENT CO.

2468 5th Avenue
San Rafael, CA 94901
(415) 454-1620

Monuments - Markers - Cemetery Work
Flower Shop

April 12, 1995



- 2 SIERRA MONUMENTS 6-6 x 0-8 x 6-0 POLISH FRONT AND BACK SIDES AND TOP ROCK PITCHED
 - 1 ACADEMY MONUMENT 6-6 x 0-8 x 6-8 POLISH ALL SIDES
 - 2 SIERRA BASES 10-0 x 1-2 x 0-10 POLISH TOP, SIDES ROCK PITCHED
- SETTING, DELIVERY AND LETTERING INCLUDED.

PRICE ~~\$27,950.00~~ TAX @ 7.25% ~~2,026.37~~ 25,000?

FOR THE MEMORIAL TO BE COMPLETED BY NOVEMBER THE PAYMENTS WILL BE AS FOLLOWS:

JULY 15, 1995	ONE-THIRD
SEPT 15, 1995	ONE-THIRD
OCT 15, 1995	ONE-THIRD

THE MEMORIAL IS GOING TO WEIGH APPROXIMATELY 15,601 POUNDS. IT WILL BE IN THREE PIECES APPROXIMATELY 5500 POUNDS EACH (THE BASE WILL WEIGH APPROXIMATELY 3,600 POUNDS). WE WILL BE DONE SOME OF THE WORK AT THE QUARRY TO EXPEDITE THE COMPLETION OF THE MONUMENT.

I WILL NEED AN ACCURATE LIST OF NAMES AND DEDICATION PORTION OF THE MONUMENT.

EXHIBIT I



USA Today Front Page Photo 2008

AND

World News Screen Shot of Ron Haulman and Buck
Kamphausen watching the un-veiling behind Rev.
Lumpkin and John Cortez





EXHIBIT J



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Jonestown Massacre Monument Still In Debate

By [Mathew Luschek](#) | Monday, Feb 28, 2011 | Updated 7:45 PM PST



Oakland Seen

Oakland Seen

A memorial to remember victims of the [Jonestown](#) massacre is in debate, reports the [Oakland Tribune](#).

The major controversy is whether or not to include the name of [Jim Jones](#), who led hundreds to their ultimate death in 1978.

Jim Jones Jr. said the memorial will be installed at Evergreen Cemetery in [East Oakland](#), and will include the name of his father, as well as the other victims.

However, [Jynona Norwood](#) is objecting.

"We have forgiven," she said Monday, standing near the graves of her mother, uncle and grandmother, who are among the hundreds of victims buried at Evergreen. "But why would I want to remember anyone but the children and the families executed by Jim Jones?"

She is also claiming that Jones Jr. is keeping her from getting her own proposed monument erected, which she has been trying to do for years.

[Evergreen Director Ron Haulman](#), however, said Norwood has never received approval from the cemetery and that her proposal for a massive seven-piece monument "can't physically fit there."

"Dr. Norwood has never given us a dime," he said by telephone Monday.

Find this article at:

<http://www.nbcbayarea.com/news/local/Jonestown-Massacre-Monument-Takes-a-Twist-117120843.html>

Check the box to include the list of links referenced in the article.

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