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FILED
ALAMEDA COUNTY
 MAY 10 2011
 CLERK OF THE SUPERIOR COURT
 By *[Signature]*
 Deputy

6 Attorneys for Plaintiffs
 7 GUYANA TRIBUTE FOUNDATION
 8 and JYNONA NORWOOD

9 **SUPERIOR COURT OF CALIFORNIA**
 10 **COUNTY OF ALAMEDA**
 11 **UNLIMITED CIVIL JURISDICTION**

| | | | | |
|----|--|---|--------------------------------|--------------------|
| 13 | GUYANA TRIBUTE FOUNDATION, a |) | No. | RG 11575036 |
| 14 | California non-profit corporation; and |) | | |
| 15 | JYNONA NORWOOD, an individual; |) | COMPLAINT FOR DAMAGES, | |
| 16 | |) | DECLARATORY RELIEF, AND | |
| 17 | Plaintiffs, |) | INJUNCTIVE RELIEF | |
| 18 | vs. |) | | |
| 19 | THE EVERGREEN CEMETERY |) | | |
| 20 | ASSOCIATION, a California corporation; |) | | |
| 21 | BUCK KAMPHAUSEN, an individual; RON |) | | |
| 22 | HAULMAN, an individual; and DOES 1-50, |) | | |
| 23 | inclusive, |) | | |
| | Defendants. |) | | |

24 COME NOW Plaintiffs GUYANA TRIBUTE FOUNDATION, a California non-profit
 25 corporation and JYNONA NORWOOD, an individual (hereinafter collectively referred to as
 26 "Plaintiffs"), and complain and allege against THE EVERGREEN CEMETERY
 27 ASSOCIATION, a California corporation; BUCK KAMPHAUSEN, an individual; RON
 28

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1 HAULMAN, an individual and DOES 1-50, inclusive, and each of them (hereinafter collectively
2 referred to as "Defendants"), as follows:

3 **GENERAL ALLEGATIONS**

4 1. Plaintiff JYNONA NORWOOD (hereinafter "Norwood") is an individual who
5 resides in Los Angeles, California. Norwood is, and at all times mentioned herein was, the
6 executive director of the Guyana Tribute Foundation.

7 2. Plaintiff GUYANA TRIBUTE FOUNDATION (hereinafter "Guyana") is a non-
8 profit corporation duly organized and existing under the laws of the State of California and with
9 its principal place of business in Los Angeles County, California.

10 3. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
11 herein, defendant THE EVERGREEN CEMETERY ASSOCIATION (hereinafter "Evergreen")
12 is a corporation duly organized and existing under the laws of the State of California and with its
13 principal place of business in the City of Oakland, Alameda County, California.

14 4. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
15 herein, BUCK KAMPHAUSEN (hereinafter "Kamphausen") is an individual residing in Marin
16 County, California and the President of Evergreen Cemetery.

17 5. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
18 herein, RON HAULMAN (hereinafter "Haulman") is an individual residing in Alameda County,
19 California and the Executive Director of Evergreen Cemetery.

20 6. The true names and capacities, whether individual, corporate or otherwise, of
21 DOES 1 through 50 are, at this time, unknown to Plaintiffs, who therefore sue said defendants by
22 such fictitious names. Plaintiffs will seek leave of Court to amend this Complaint to reflect their
23 true names and capacities when the same have been ascertained. Plaintiffs are informed and
24 believe, and thereon allege, that each of said defendants is responsible in some manner for the
25 events and injuries described herein and caused damages thereby to Plaintiffs as alleged herein.

26 7. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
27 herein, each and every defendant was the predecessor-in-interest, successor-in-interest, agent,
28 counselor, employee, servant, partner, franchisee and/or joint venturer of each of its co-

1 defendants, and in doing the actions hereinafter mentioned, was acting within the scope of its
2 authority within such agency, employment, counseling, service, partnership, franchise and joint
3 venture and with the permission and consent of each co-defendant.

4 8. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
5 herein, all of the defendants acted in concert with the other defendants named in this Complaint
6 in the wrongful and improper activities alleged and, therefore, are responsible for the damages as
7 alleged by Plaintiffs. Plaintiffs are further informed and believe, and thereon allege, that, at all
8 times mentioned herein, each defendant named in this Complaint was the agent and/or employee
9 of each of the remaining defendants, and acted in concert for the purpose of injuring Plaintiffs as
10 alleged herein.

11 9. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
12 herein, each of the defendants was the agent and employee of each of the remaining defendants,
13 and each was acting within the purpose and scope of said agency and employment.

14 10. Plaintiffs are informed and believe and thereon allege that, at all times mentioned
15 herein, the Defendants have pursued a common course of conduct, acted in concert with, and
16 conspired with each other, and have aided and abetted one another to accomplish the wrongs
17 complained of herein.

18 11. On or about November 18, 1978, 918 people lost their lives in Guyana at the
19 commune known as "Jonestown", led by Jim Jones. This is historically referred to as the
20 "Jonestown Massacre-Suicides".

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

23 13. On or about November 21, 1978, more than 900 bodies were returned to the
24 United States, and 406 of the bodies, most of whom were children, were buried in a mass grave
25 at Evergreen Cemetery, located at 6450 Camden Street, Oakland, CA 94605 and owned by
26 Defendants. Most of the twenty-seven members of Plaintiff Norwood's family who perished in
27 the Jonestown tragedy are also buried at this mass grave site.

28

1 14. On or about May 21, 1979, Plaintiff Norwood held the first Memorial Service in
2 San Francisco, California at Queen Adah Hall. On or about November 18, 1980, Plaintiff
3 Norwood began holding public memorials at Evergreen Cemetery to honor the victims,
4 particularly the children, of the Jonestown Massacre-Suicides.

5 15. As a result of these annual public memorials held by Plaintiff, Plaintiff Norwood
6 and Defendants developed a positive relationship.

7 16. From 1980 until 1992, Plaintiff Norwood and the victims of the family
8 continuously advocated for the construction of a memorial wall listing 918 names of the victims
9 of the Jonestown Massacre, **excluding Jim Jones**.

10 17. In or around November 1992, Defendants orally agreed that they would be
11 agreeable to, and willing to assist in, the building of a memorial wall honoring the victims of the
12 Jonestown Massacre-Suicides.

13 18. Based upon this agreement, in or about 1993, Plaintiff Norwood, by and through
14 other local non-profits, began raising funds for the construction of the memorial wall. In or
15 about June 22, 1996, Reverend Edgar Boyd, Pastor of Bethel AME Church of San Francisco,
16 began to solicit funds for the memorial by, among other things, organizing a benefit concert.
17 Later, in or about November 1998, Norwood formed Guyana Tribute Foundation to continue
18 raising funds for the construction of the memorial wall.

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

24 20. On or about July 23, 2003, Plaintiff sought, and obtained, a proposal from a
25 company named Willis Granite for the construction of the memorial wall in the amount of
26 \$59,190. A true and correct copy of this proposal is attached hereto as **Exhibit B** and
27 incorporated herein by reference as if set forth in full.

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1 21. Norwood proceeded to notify Defendants of the proposal and its amount. In
2 response, Defendants notified Plaintiff that they would permit the construction of the memorial
3 wall only if Plaintiff used their preferred vendor, called Marin Monument Company, Inc.
4 working through Amador Memorial Company. Defendants further advised Norwood that Marin
5 Monument Company and Amador Memorial Company would be best suited to construct the
6 memorial wall, as the companies were familiar with the grounds at the cemetery and would best
7 know the specifications of the size of granite that would properly fit at the mass grave site. In
8 addition, Defendants represented that the aforementioned contractors had a longstanding and
9 exclusive working relationship with the Defendants.

10 22. On or about March 22, 2007, Norwood sent a letter to Defendants memorializing
11 the discussions regarding the memorial wall, including the dimensions and general description of
12 the design of the memorial wall as provided by Marin Monument Company. A true and correct
13 copy of the March 22, 2007 correspondence is attached hereto as **Exhibit C** and incorporated
14 herein by reference as if set forth in full.

15 23. On or about November 18, 2007, Norwood received a letter from Amador
16 Memorial Company indicating that they would be able to prepare a memorial consisting of seven
17 granite ledgers for a total price of \$97,800, due in payments as follows: \$30,000 due on or
18 before November 18, 2007; \$33,935 due in March/April 2008; and \$33,935 due in July/August
19 2008. A true and correct copy of the November 18, 2007 correspondence is attached hereto as
20 **Exhibit D** and incorporated herein by reference as if set forth in full.

21 24. On or about November 18 2007, Plaintiffs provided one check to Amador
22 Memorial Company, in the amount of \$13,371 and one in January 29, 2008 in the amount of
23 \$17,000, a total of \$30,371.

24 25. Representatives of Amador Memorial Company advised Norwood that they met
25 with John Duley (hereinafter "Duley"), the head of construction at Evergreen, and provided
26 Duley with the sketch of the memorial wall as well as the weight of the foundation of the wall.

27 26. Plaintiffs are informed and believe and thereon allege that, in or about April 2008,
28 Kamphausen, on behalf of Evergreen, went personally to Marin Monument Company, observed

1 the size and weight of the granite panels that had been ordered by Amador Memorial Company
2 for the memorial wall, and not only did *not* object to the size of the panels, but stated that he
3 would do whatever was necessary to help install the memorial wall.

4 27. On or about November 18, 2008, at the thirty-year anniversary of the Jonestown
5 Massacre-Suicides, Plaintiffs unveiled two of the panels of the memorial wall, upon which some
6 of the victims' names were inscribed, by having the panels delivered to Evergreen for an annual
7 public memorial held by Plaintiffs. Kampahusen, Haulman and John Cortez, owner of Marin
8 Monument Company, Inc. and Amador Memorial Company, were present at the unveiling.

9 28. At no point in time did Kamphausen or any representative of Evergreen ever
10 express any concern or reservation regarding the size or design of the memorial wall, either
11 while visiting Marin Monument Company or at the thirty-year anniversary unveiling, or at any
12 other point in time prior to December 15, 2009.

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

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

25 31. Plaintiffs are informed and believe and thereon allege that grading and foundation
26 work has already been completed for the rival monument, and it will be erected imminently once
27 the rainy season in the Bay Area ceases and permits the ground at the cemetery to dry, so time is
28 of the essence.

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2 **VENUE**

3 32. Venue is proper in this Court pursuant to California Code of Civil Procedure §§
4 395 *et seq.* because all Defendants reside in this county and because the acts complained of took
5 place in this county.

6 **FIRST CAUSE OF ACTION**

7 **(Breach of Oral Contract)**

8 33. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
9 1 through 32, above, as if the same were set forth at length herein.

10 34. In or about 1992, and again in January 1997 and September 2002, Defendants
11 promised to assist Plaintiffs in erecting a wall to honor the victims of the Jonestown Massacre-
12 Suicides, including but not limited to providing the base and setting for the memorial wall.
13 Further, in or about April 2008, Kamphausen, on behalf of Evergreen, reaffirmed that he would
14 do whatever was necessary to help install the memorial wall. Kamphausen never said that he
15 needed written approval in the 1997 or 2002 letter.

16 35. On or about November 18, 2007, Plaintiffs paid \$13,371 toward the construction
17 of the memorial wall and \$17,000 in January 2008, and Marin Monument Company ordered the
18 granite panels for the wall. Since then, two panels have been completed. Kamphausen, on
19 behalf of Evergreen, went to Marin Memorial Company and saw all of the granite that are set to
20 comprise the memorial wall, as well as the two completed panels of the memorial wall, and
21 never objected to the size, weight, or specifications of the memorial wall.

22 36. On or about December 15, 2009 and again in March, 2011, Defendants breached
23 the parties' agreement by repudiating the existence of the contract, stating that the memorial wall
24 had never been approved, was too large, and by accepting plans for the construction of a
25 memorial from a rival group, headed by Fielding McGehee III and Jim Jones, Jr., which
26 proposes to include the name of Jim Jones himself as a victim of the Jonestown Massacre-
27 Suicides.
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1 37. Plaintiffs have performed all conditions, covenants and promises required to be
2 performed on their part in accordance with the terms and conditions of the contract. Any
3 conditions required to be performed by Plaintiffs, if any, were not performed because they were
4 excused as a result of Defendants' initial breach of the contract.

5 38. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have
6 been damaged in sums not yet fully ascertained. Plaintiffs will amend the Complaint when the
7 full amount of their damages are ascertained.

8 **SECOND CAUSE OF ACTION**

9 **(Breach of Covenant of Good Faith and Fair Dealing)**

10 39. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
11 1 through 38, above, as if the same were set forth at length herein.

12 40. A special relationship exists between Plaintiffs and Defendants by virtue of the
13 contract. Plaintiffs relied upon the implied covenant of good faith and fair dealing in the
14 contractual relationship with Defendants.

15 41. Plaintiffs' contract with Defendants provided that Defendants would assist
16 Plaintiffs in erecting a wall to honor the victims of the Jonestown Massacre-Suicides, including,
17 but not limited to, providing the base and setting for the memorial wall, and to do whatever was
18 necessary to help install the memorial wall. In reliance upon these promises, Plaintiffs paid
19 \$30,371 to commence construction of the memorial wall.

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

25 43. Defendants were obligated to perform their duties as required by the
26 contract. Specifically, under the contract, Defendants were required to provide the base and
27 setting for the memorial wall, and to do whatever was necessary to help install the memorial
28 wall.

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

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

7 **THIRD CAUSE OF ACTION**

8 **(Intentional Misrepresentation of Fact)**

9 46. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
10 1 through 45, above, as if the same were set forth at length herein.

11 47. On or about January 29, 1997, Defendants committed to providing the base and
12 setting for a memorial to be placed at the mass grave site of the victims of the Jonestown
13 Massacre-Suicides.

14 48. In or about April 2008, Kamphausen, on behalf of Evergreen, went personally to
15 Amador Memorial Company, observed the size and weight of the granite panels that had been
16 ordered by Amador Memorial Company for the memorial wall, and not only did *not* object to the
17 size of the panels, but stated that he would do whatever was necessary to help install the
18 memorial wall.

19 49. All these statements alleged above were false and misleading and Defendants
20 were aware that they were false.

21 50. At the time these representations were made, Plaintiffs were ignorant of the falsity
22 of these statements and could not, in the exercise of reasonable diligence, have discovered the
23 falsity of the statements. Plaintiffs did not discover the existence of the falsity of the statements
24 until on or about December 15, 2009, when Defendants wrote a letter to Norwood stating,
25 among other things, that the memorial wall had never been approved and that it was too large,
26 and again in March 2011 when Defendants accepted plans for the construction of a memorial
27 wall from a rival group, headed by Fielding McGehee III and Jim Jones, Jr. which proposes to
28 include the name of *Jim Jones himself* as a victim of the Jonestown Massacre-Suicides.

1 51. In reliance on the promises and misrepresentations of Defendants, Plaintiffs paid
2 \$30,371 to commence construction on the memorial wall, Marin Memorial Company ordered all
3 of the granite panels and completed two of the panels, all because of Defendants'
4 misrepresentations.

5 52. But for the Defendants' misrepresentations and promises, Plaintiffs would not
6 have paid \$30,371 to Marin Memorial Company to order the granite panels and complete two of
7 the panels, money which was solicited from individuals who wished to honor the victims,
8 specifically the children, who perished in the Jonestown Massacre-Suicides.

9 53. Plaintiffs, as a proximate result of Defendants' fraud, has been damaged in sums
10 not yet fully ascertained. Plaintiffs will amend this Complaint when the full amount of damages
11 have been ascertained.

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

15 **FOURTH CAUSE OF ACTION**

16 **(Negligent Misrepresentation of Fact)**

17 55. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
18 1 through 54, above, as if the same were set forth at length herein.

19 56. When Defendants made the representations alleged in paragraphs 46 and 47,
20 above, Defendants had no reasonable ground for believing them to be true in that Defendants
21 were solely responsible for ensuring that the above-mentioned actions took place and were in a
22 position to know of the success of completing the action. Defendants knew, or should have
23 known, that they would not perform their obligations under the contract.

24 57. As a result of Defendants' negligence in making false representations to Plaintiffs,
25 and Defendants' negligence in failing to perform pursuant to the contract, Plaintiffs have been
26 damaged in sums not yet fully ascertained. Plaintiffs will amend this Complaint when the full
27 amount of damages has been ascertained.

1 **FIFTH CAUSE OF ACTION**

2 **(Fraud)**

3 58: Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
4 1 through 57, above, as if the same were set forth at length herein.

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

9 60. At the time Defendants made said promises to Plaintiffs, Defendants had no
10 intention of performing the promises.

11 61. The promises were made by Defendants with the intent to induce Plaintiffs to
12 solicit more than \$30,000 from donors and pay more than \$30,000 to commence construction on
13 the memorial wall, from which Defendants could gain profits and benefits for themselves.

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

20 63. At the time the Defendants made said promises and representations to Plaintiffs,
21 Defendants had no intention of performing the same.

22 64. Plaintiffs believed these promises and representations made by Defendants, and
23 each of them, to be true and, in reasonable reliance on those promises and representations,
24 Plaintiffs were induced to complete the transactions as set forth above. Plaintiffs would have
25 never solicited or expended the sums herein alleged if Plaintiffs had not relied on those promises
26 and representations by Defendants, and each of them.

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1 65. Plaintiffs, as a proximate result of Defendants' fraud and the facts alleged in this
2 complaint, have been damaged in sums not yet fully ascertained. Plaintiffs will move this Court
3 to amend this complaint to insert the amount of their damage when it is ascertained.

4 66. Defendants, in doing the things herein alleged, acted intentionally and with
5 malice, oppression and fraud, and Plaintiffs are therefore entitled to an award of exemplary and
6 punitive damages against Defendants.

7 SIXTH CAUSE OF ACTION

8 **(Injunctive Relief Against All Defendants)**

9 67. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
10 1 through 66, above, as if the same were set forth at length herein.

11 68. Plaintiffs have been advised that the Defendants have accepted plans for the
12 construction of a memorial from a rival group, headed by Fielding McGehee III and Jim Jones,
13 Jr. which proposes to include the name of *Jim Jones himself* as a victim of the Jonestown
14 Massacre-Suicides. Plaintiffs are further informed, and believe, and thereon allege that grading
15 and foundation work has already been completed for the rival monument, and it will be erected
16 imminently once the rainy season in the Bay Area ceases and permits the ground at the cemetery
17 to dry, so time is of the essence.

18 69. Defendants have defrauded Plaintiffs of, and misappropriated funds and monies
19 belonging or due to Plaintiffs, and have defrauded Plaintiffs of the use of a sacred site which
20 Plaintiffs have used for years to honor the victims of the Jonestown Massacre-Suicides.

21 70. Defendants will continue to permit the construction of this rival memorial wall
22 and, unless and until they are enjoined and restrained by Order of this Court, will cause great and
23 irreparable harm to Plaintiffs in that a memorial wall that honors *Jim Jones himself* will be
24 constructed upon the mass grave site, where most of the 305 children that Jim Jones ordered to
25 be murdered are buried.

26 71. Plaintiffs have no adequate remedy at law in that Defendants will have
27 successfully and irretrievably destroyed any and all of Plaintiffs' relationships with donors to the
28 cause, many of which Plaintiffs will be unable to recover. Plaintiffs have been involved in

1 acquiring donations and funds for the construction of the memorial wall for years, and these
2 client relationships are unique and hold more than monetary value to Plaintiffs.

3 72. Furthermore, Plaintiffs have no adequate remedy at law for the injury in that
4 monetary damages cannot adequately compensate Plaintiffs for the loss of the memorial wall site
5 at Evergreen Cemetery, which site is unique. This is due to several reasons, most notable of
6 which is that monetary damages, without a restraining of defendants, will be futile in insuring
7 that the rival wall is not installed and that Plaintiffs' wall is actually installed at the site.

8 **SEVENTH CAUSE OF ACTION**

9 **(Declaratory Relief)**

10 73. Plaintiffs hereby reallege, replead, and incorporate herein by reference paragraphs
11 1 through 72, above, as if the same were set forth at length herein.

12 74. An actual controversy has arisen and now exists between Plaintiffs and
13 Defendants by reason of the acts and omissions herein alleged in that Plaintiffs contend that:
14 Defendants have approved Plaintiffs' plans for the construction of their memorial wall on
15 numerous occasions; Plaintiffs are entitled to construct the memorial wall at the agreed-upon
16 mass grave site that was approved by Defendants on numerous occasions; Plaintiffs have already
17 expended more than \$30,000 on the construction of the memorial wall; and that Defendants must
18 comply with their promises and representations to provide the base and setting for a memorial to
19 be placed at the mass grave site of the victims of the Jonestown Massacre-Suicides and to do
20 whatever was necessary to help install the memorial wall.

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

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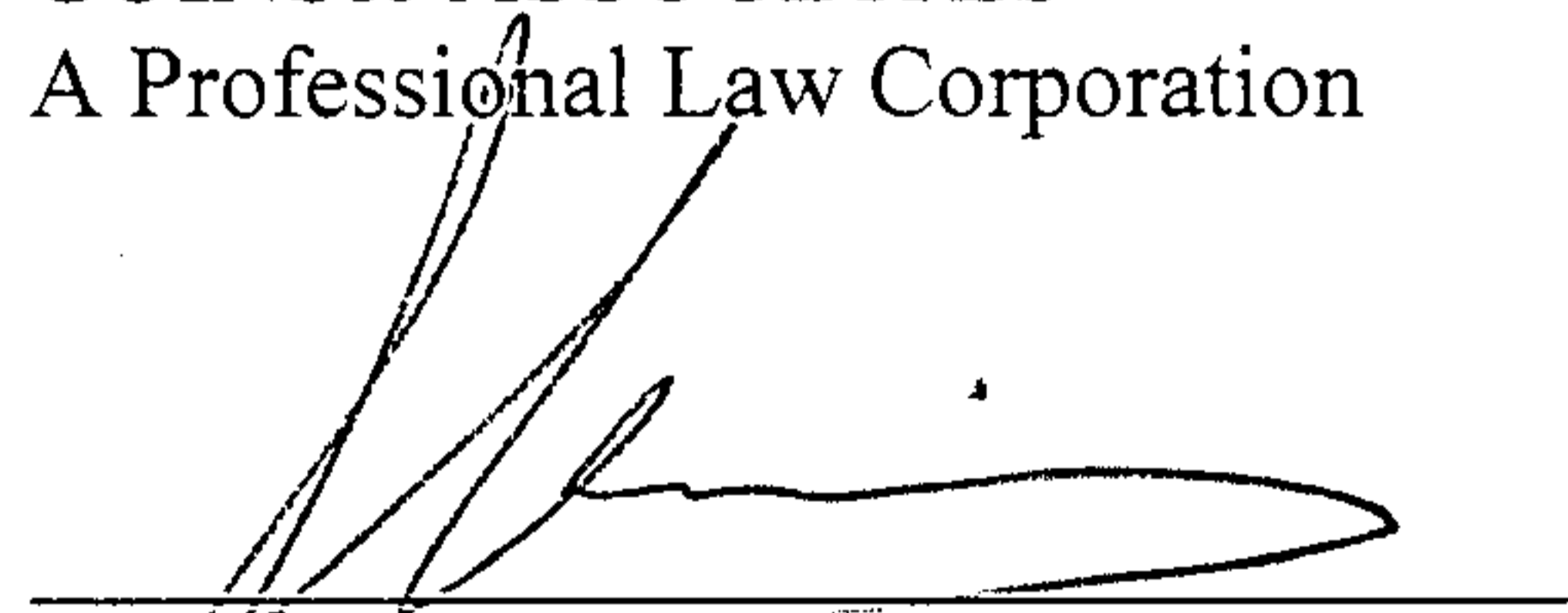
PRAYER FOR RELIEF

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:

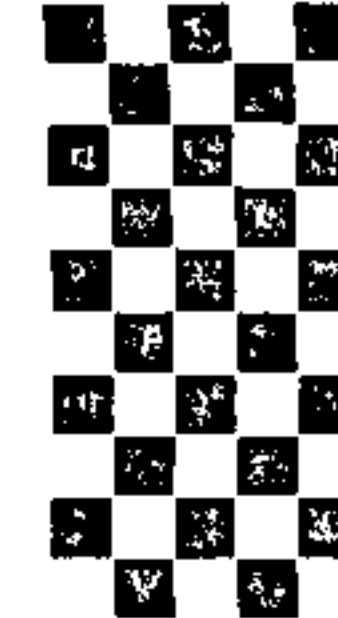
1. For special damages in an amount to be proven at trial;
2. For general damages in an amount to be proven at trial;
3. For injunctive relief and orders directed to Defendants, and each of them, requiring them to immediately cease and desist from permitting the New People's Temple from constructing their memorial and requiring Defendants to comply with the terms of their contract with Plaintiffs, and permitting Plaintiffs to construct their memorial wall 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.

Dated: May 9, 2011

GOINS & ASSOCIATES
A Professional Law Corporation



VERNON C. GOINS II
YASMIN GILANI
Attorneys for Plaintiffs
GUYANA TRIBUTE FOUNDATION and
JYNONA NORWOOD



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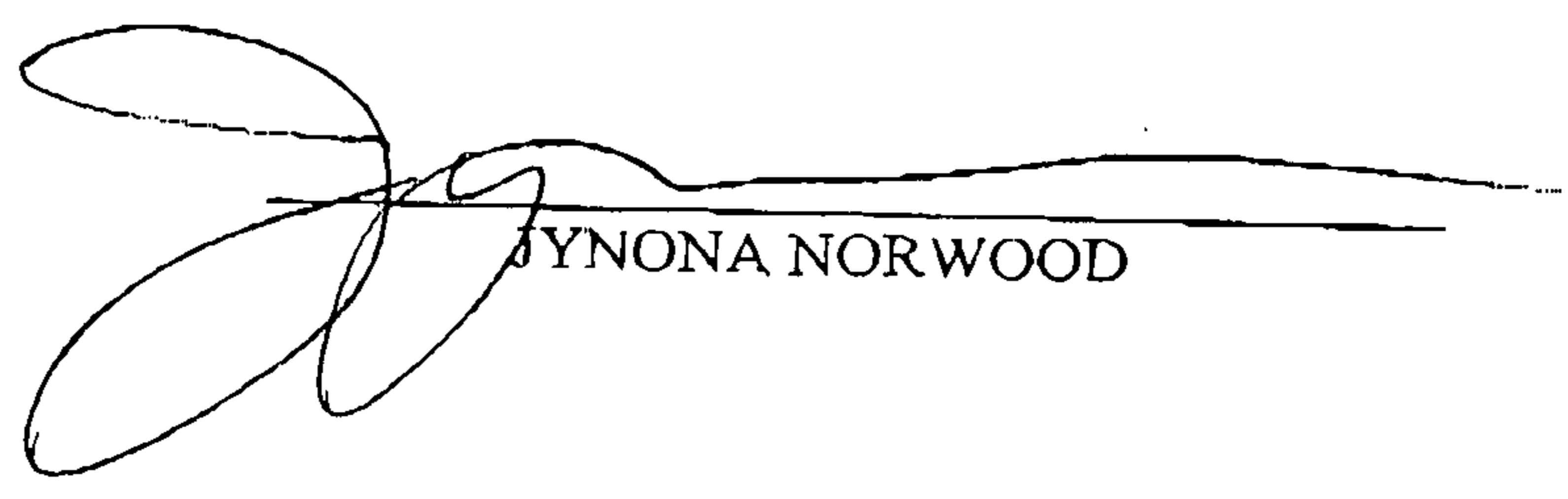
VERIFICATION

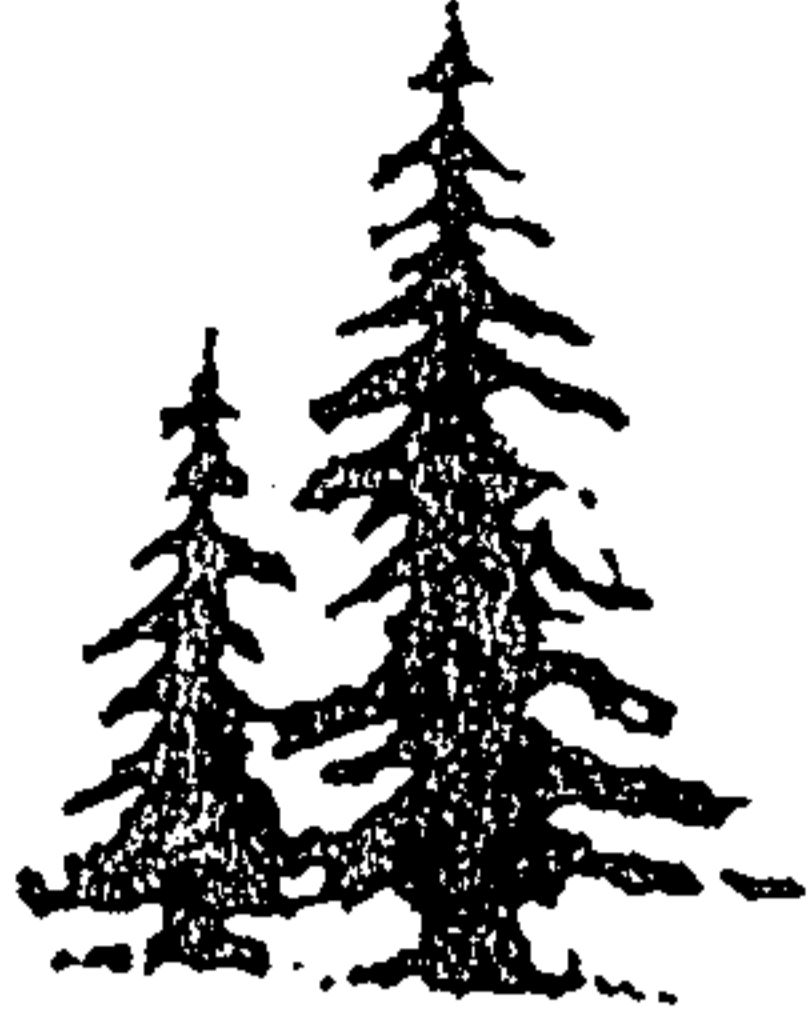
Guyana Tribute Foundation et al. vs. The Evergreen Cemetery Association et al.
Alameda County Superior Court

I, Jynona Norwood, am an officer, namely the Executive Director, of Guyana Tribute Foundation, a California non-profit corporation. Said corporation is a party in the above entitled proceeding, and I have been authorized to make this verification on its behalf. I have read the foregoing document, COMPLAINT FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF, and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on this day in Los Angeles, California.

Dated: 5-9-11


JYNONA NORWOOD



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.

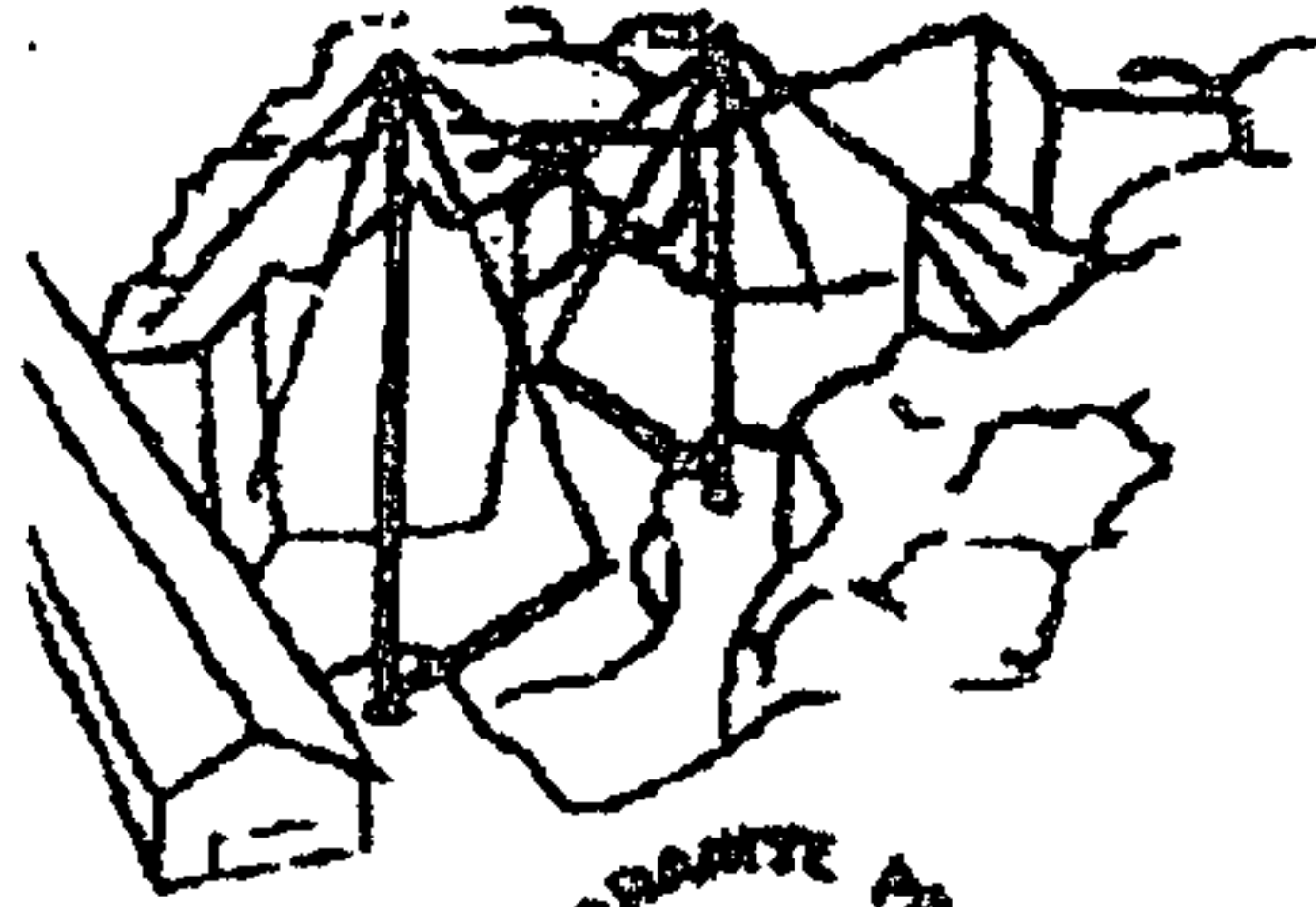
Upon submission of the design, length, height, thickness and weight plus the supplier's name, address and phone, we should be able to give rapid approval.

Hopefully, your fund raising campaign will be successful.

Sincerely,
EVERGREEN CEMETERY ASSOCIATION

Buck Kamphausen, President

BK:tw



WHM WILLIS GRANITE PRODUCTS

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

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

July 23, 2003

Dr. Jynona Norwood
Mr. Ford
1-810-450-8599
310-280-3888 Dr. Norwood's fax
510-285-8700 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.

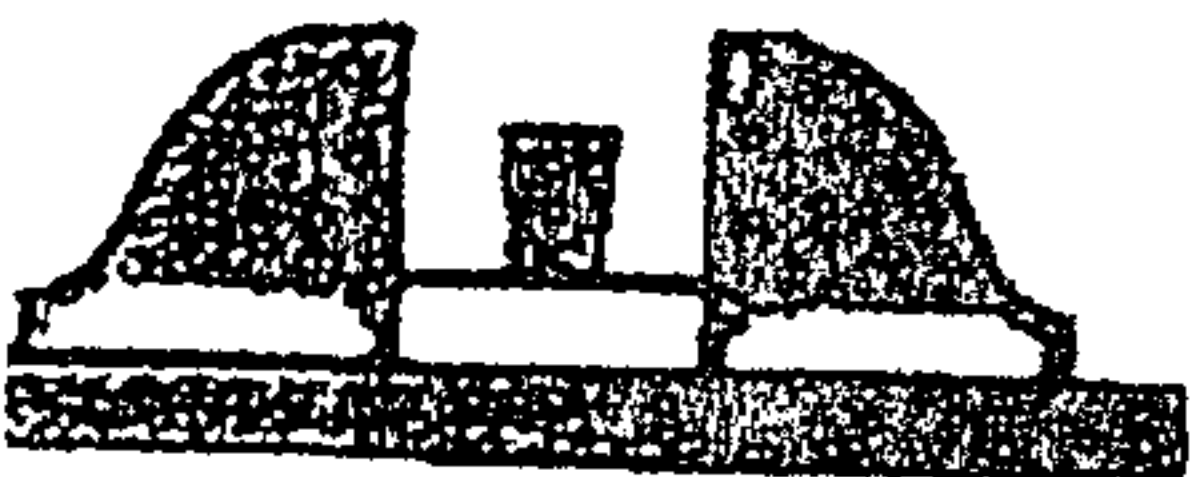
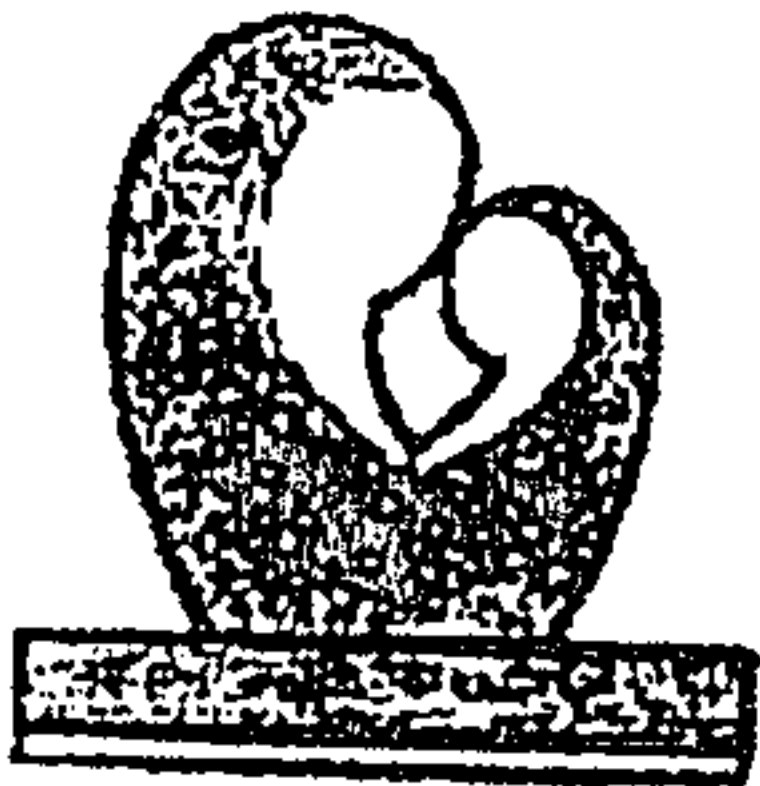
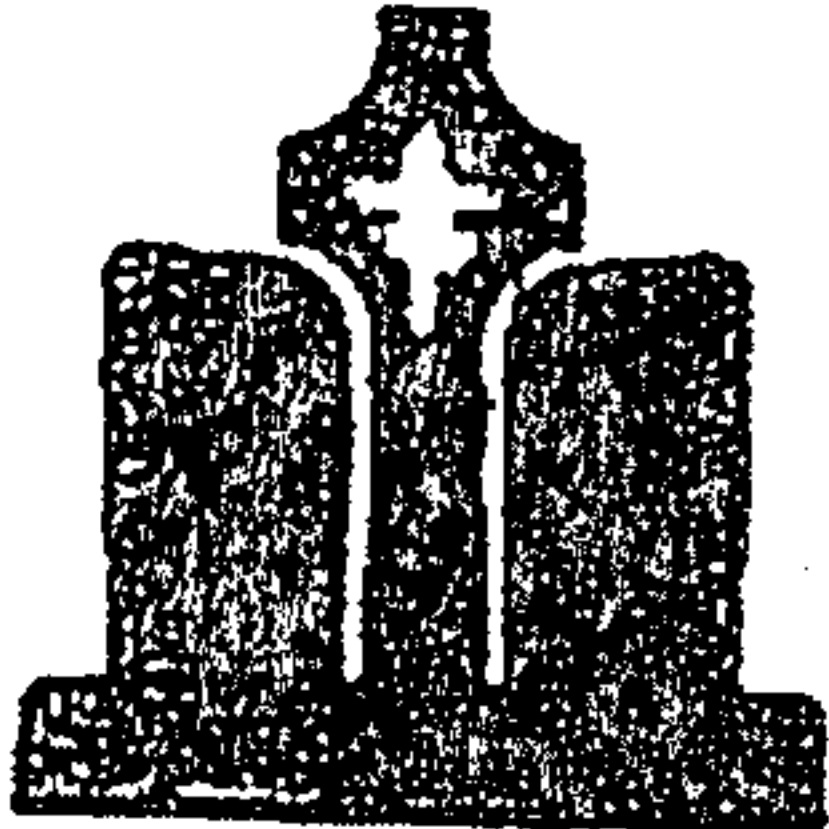
Payments to Willis Granite Products would need to be in 3 phases:

- \$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 1-580-535-2104.

Very truly yours,

Linda Willis Morris, CM, AICA



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*

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Yvonne Brathwaite Burke
Supervisor

Mayor, Roosevelt Dorn
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Jones United Methodist

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Committeewoman*

Rev. Ed Norwood

Rebecca Pollock

Rev. Dr. Al Sampson

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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

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.

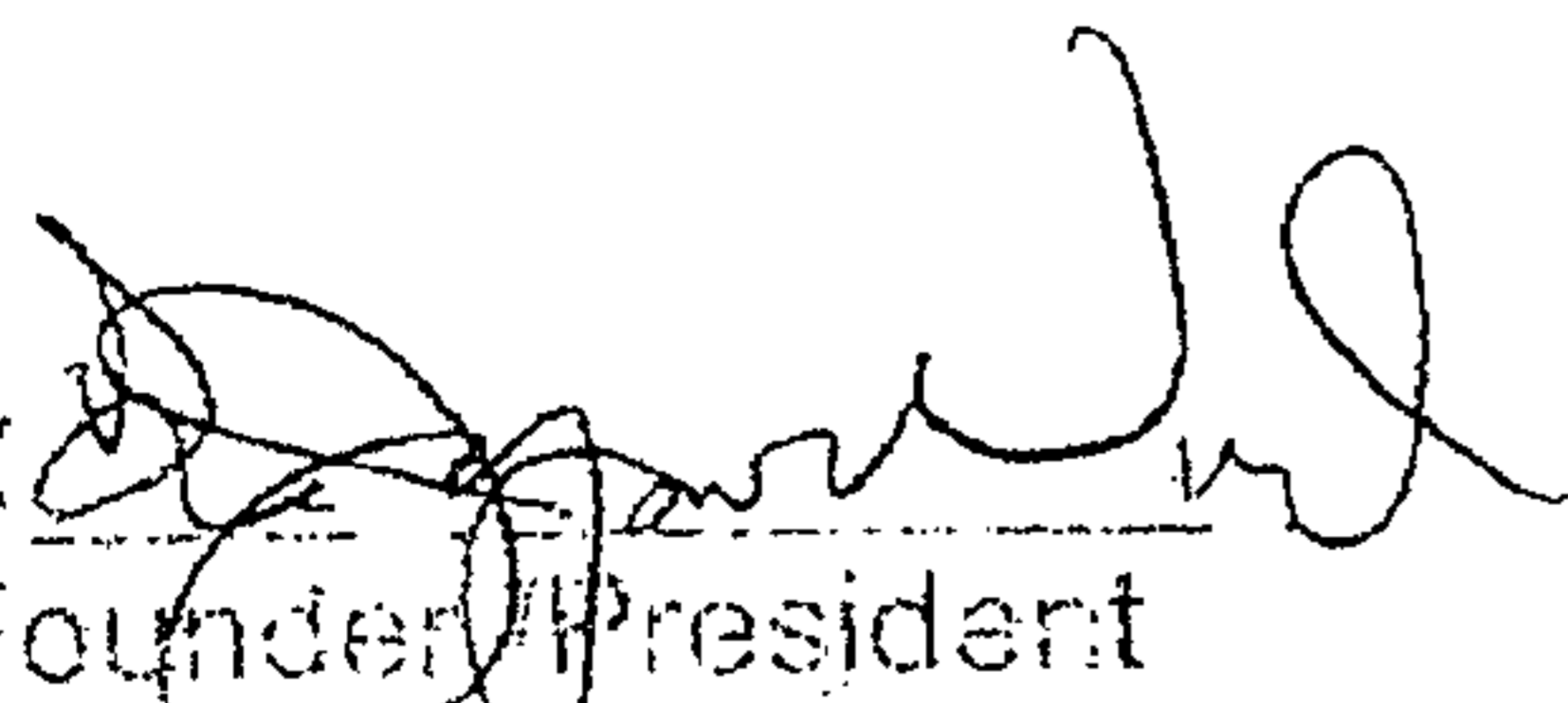
The contract for the Jones Town memorial wall will be \$97,800.00. The first payment due of Nov. 18 will be \$30,000.00.

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

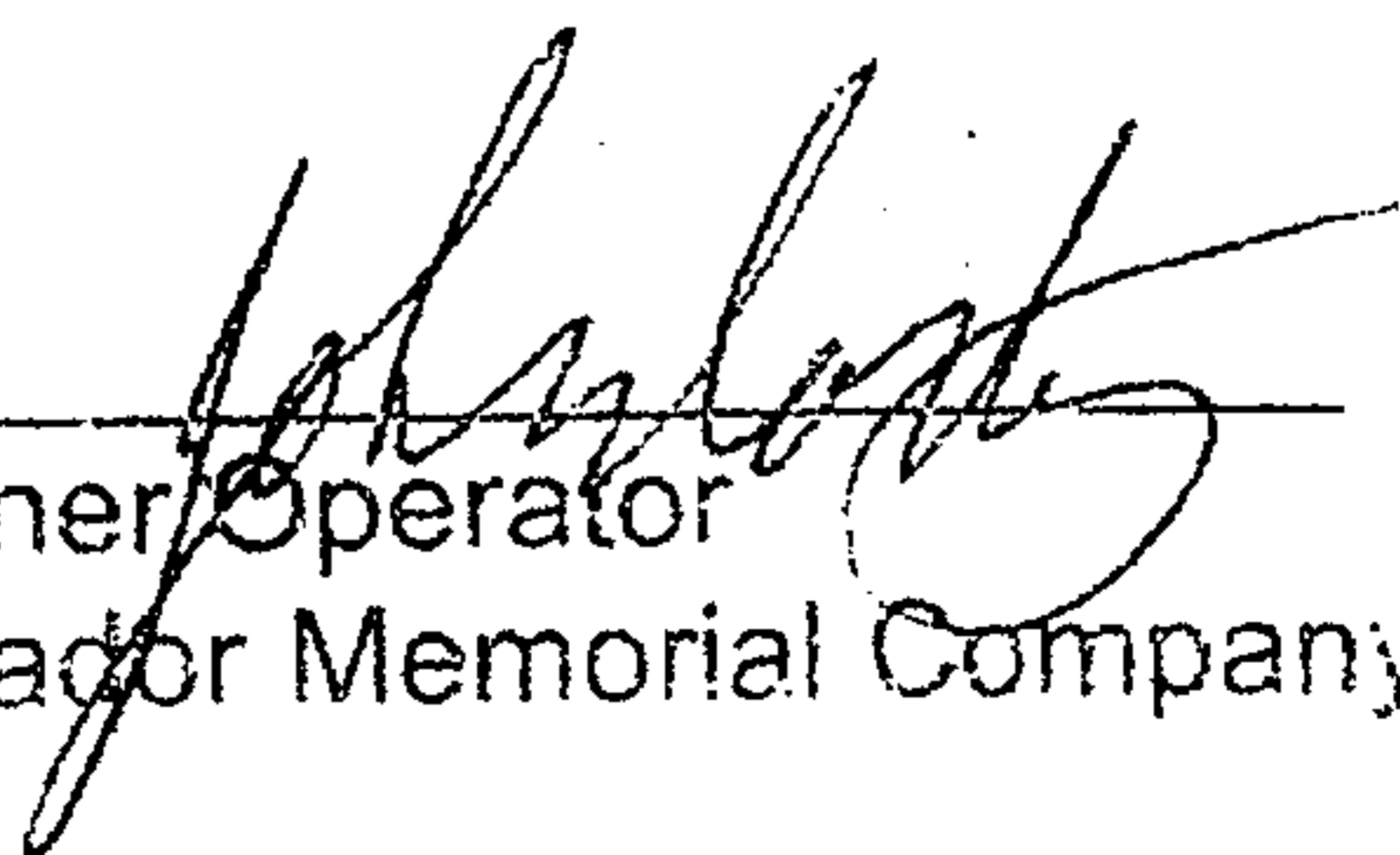
The third and final payment will be due July/August 2008 when the stone is delivered to Evergreen Cemetery for \$33,935.00.

Dr. Jynona Norwood

John Cortez

X 

Founder/President
Jones Town Memorial Wall

X 

Owner/Operator
Amador Memorial Company



EVERGREEN CEMETERY

CEMETERY • MAUSOLEUM • CREMATORY

8450 CAMDEN • OAKLAND, CALIFORNIA 94605 • (510) 632-1602

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 intention 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 expense 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 Kamphausen
President
Evergreen Cemetery Association