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BACKGROUND

WHEREAS, certain subsidiaries of Respondent have engaged in trade or commerce within the Commonwealth of Pennsylvania through the advertising, offering for sale, and sale of “preneed” and/or at-need burial vaults, caskets, interment rights, and funeral and burial arraignment services.

WHEREAS, certain subsidiaries of Respondent own and/or operate over 50 cemeteries in Pennsylvania, including the operation of twelve Catholic cemeteries.

WHEREAS, Respondent StoneMor’s subsidiaries own and/or operate over 300 cemeteries and 90 funeral homes in over 25 states.

WHEREAS, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the Consumer Protection Law, as more fully set forth below which Respondent denies:

1. Certain of Respondent’s subsidiaries sell products and services both at time of death referred to as “at-need” as well as before the time of death commonly referred to as “preneed.”
2. In a “preneed” sale, the consumer pays money up front or finances payments for cemetery merchandise and/or services to be provided at an unknown future date upon death of the contract beneficiary
3. Many consumers purchase “preneed” cemetery goods and/or services where consumers are charged and pay for items including vaults. An exemplary sales agreement is attached hereto in unredacted form as Exhibit “A”.
4. Respondent asserts that these items also include an internment fee to open the grave, install the vault, install the casket in the vault and close the grave at the time of burial, or

when the vault is to be installed before death, the interment fee is divided into two parts, an initial opening fee to install the vault and a final closing fee to remove the approximate eighteen inches of soil covering the vault, install the casket and close the grave at the time of burial. A concrete vault is required to provide support for the grave.

5. Certain of Respondent's subsidiaries sell to consumers concrete burial vaults, both at-need and preneed services.

6. Section 480.2 of the *Cemetery and Funeral Merchandise Trust Fund Law*, 63 P.S. §§ 480.1, *et seq.* (herein referred to as "CFMTFL"), states that a seller of preneed cemetery and funeral goods and services must deposit seventy (70) percent of the retail sales price of such good and services into a merchandise trust fund and Section 480.4 of the CFMTFL states that the moneys must remain within the trust fund until the goods have been delivered, the services have been performed, or the beneficiary of the agreement has died. 63 P.S. §§ 480.2(a), 480.4(a).

7. Respondent's subsidiaries which sell preneed merchandise and services in Pennsylvania deposit the statutorily required portion of the sale proceeds into a merchandise trust fund. Respondent's subsidiaries withdraw the moneys allocated to vaults from its merchandise trust fund prior to the deaths of the beneficiaries, if the vaults had been actually delivered and installed in burial sites.

8. In some instances, certain of Respondent's subsidiaries actually delivered burial vaults to consumers by installing a vault in the consumer's burial space prior to the beneficiary's death.

9. Respondent asserts these vaults were shrink-wrapped prior to installation.

10. These vaults were later sealed at time of burial.

11. Prior to burial, Respondent asserts its subsidiaries agreed to repair or replace any damaged vaults as set forth in the contract.

12. In other instances, Respondent delivered the vaults by storing a consumer's vault until the time of the beneficiary's death, both those instances in paragraphs 7-8 are hereafter termed "constructive delivery."

13. The Commonwealth contends that sales personnel failed to meaningfully inform consumers prior to the signing of the retail installment sales contract of Respondent's subsidiaries practice of constructive delivery.

14. Respondent notes that the contract informs the purchaser of constructive delivery in a number of places.

15. The Commonwealth further contends that Respondent's retail installment sales contracts did not include sufficiently clear and conspicuous language informing consumers of Respondent's practice of "constructive delivery."

16. Respondent notes that the contract provisions inform the purchaser of constructive delivery in language no less clear and conspicuous than other contract language.

17. In one instance, a Bucks County consumer complained that her family was not fully informed that her father's burial vault was to be delivered and installed pre-need and indicated concerns that the vault would not remain waterproof in the event it would need to be opened and then reclosed after its initial installation.

18. Respondent notes that no representation about water-proofing was made and that no damage was sustained resulting from the family's speculation about water proofing.

19. The Commonwealth contends that Respondent fails to meaningfully inform consumers of Respondent's practice of actual pre-need delivery through "constructive

delivery” and therefore, Respondent is in violation of Sections 201-2(4)(vi), (vii), (ix), and (xxi) of the Consumer Protection Law. 73 P.S. §§ 201-2(4)(vi), (vii), (ix), and (xxi).

WHEREAS, Respondent disputes that the practices, of its subsidiaries including pre-need actual delivery and/or installation of vaults, or any “constructive delivery” constitutes a violation of the Consumer Protection Law, or has damaged consumers. In fact, Respondent contends that: Pennsylvania law does not prohibit that practice; consumers sustain no damage from the practice; the Consumer Protection Law does not apply to the practice of inventorying vaults so they are available at the time of need; and the preneed installation of vaults is beneficial to consumers.

WHEREAS, Respondent denies that consumers did not have prior knowledge of constructive delivery and also contends that its contracts disclose that vaults may be delivered/installed at any time.

WHEREAS, the parties wish to avoid the cost and expense of litigation.

WHEREAS, pursuant to Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance (herein referred to as “AVC”) shall not be considered an admission by Respondent of a violation of the Consumer Protection Law for any purpose. 73 P.S. § 201-5.

WHEREAS, this AVC is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law in lieu of commencing statutory proceedings under Section 201-4 of the Consumer Protection Law. 73 P.S. §§ 201-4, 201-5.

SETTLEMENT TERMS

NOW THEREFORE, its subsidiaries having conducted trade or commerce within the Commonwealth of Pennsylvania, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

I. The above recitals are incorporated herein as though fully set forth.

II. Injunctive and Affirmative Relief

A. Respondent shall fully comply with any and all provisions of the Consumer Protection Law and any amendments thereto.

B. If Respondent desires to practice any type of constructive preneed delivery of vaults by preneed installation, Respondent shall make clear and conspicuous disclosure of its practice of such delivery to consumers by verbal or written representation prior to the consumer's signing of the contract and by including clear and conspicuous language in its contract. Respondent shall have thirty days from the date of this AVC to implement such disclosure.

III. Monetary Relief

A. Respondent shall be liable for and shall pay to the Commonwealth a total payment in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (herein referred to as "Required Payment"), which shall be allocated as follows:

1. **Costs of investigation** in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes; and

2. **Restitution** in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) ("Restitution"). The following applies to this Restitution:

a. Restitution pursuant to Section 201-4.1 of the Consumer Protection Law shall be for individuals who (i) have submitted before the

Effective Date of this AVC or submit claims or complaints to the Commonwealth within sixty (60) days after the Effective Date of this AVC; (ii) such claim or complaint concerns or relates to conduct alleged in the AVC regarding "constructive delivery" by preneed installation of vaults; (iii) such person or entity provides documentation supporting such claim, including substantiation of any actual damages sustained; (iv) such complaint or claim is determined by the Commonwealth in the sole discretion of the Commonwealth to be eligible for Restitution based upon the Commonwealth's review of the complaint or claim and any documentation provided to the Commonwealth; and (v) that the conduct of the Respondent related to such complaints or claims that occurred before the Effective Date of this AVC. ("Eligible Complaint")

- b. The determination of whether a consumer shall receive Restitution hereunder and the determination of such Restitution shall be within the sole discretion of the Commonwealth;
- c. Any complaint or claim that is postmarked by the sixtieth (60th) day after the Effective Date of this AVC shall be deemed timely.
- d. The manner, and timing of any distribution of the Restitution to consumers shall be at the sole discretion of the Commonwealth.
- e. In the event the Commonwealth receives an Eligible Complaint

whereby a consumer is seeking the removal of a burial vault from the complaining consumer's gravesite, the Respondent shall cooperate with this request and provide documentation to the Commonwealth that such has occurred, along with its customary and reasonable charge to be drawn from the Restitution amount held by the Commonwealth.

B. Payment Terms:

1. Payment shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to Office of Attorney General, Bureau of Consumer Protection, John M. Abel, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania, 17120.
2. Respondent shall pay, upon execution of and before the filing of this Assurance of Voluntary Compliance, the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to be designated as Restitution as set forth above.
3. The Respondent shall make a subsequent payment of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to be used for Costs of investigation as set forth above on or before June 30, 2020.
4. A failure to make this payment shall be deemed a violation of this Assurance of Voluntary Compliance and subject Respondent to all the sanctions and penalties provided by law. Any monies not allocated for Restitution under this paragraph shall be designated for any other lawful purpose as determined by the Commonwealth.

IV. Miscellaneous Terms

A. The Bucks County Court of Common Pleas shall maintain jurisdiction over the subject matter of this AVC and over Respondent for the purpose of enforcing its terms.

B. Nothing in this AVC shall be construed to waive or limit any right of action by a consumer or a local, state, federal, or other governmental entity.

C. Time shall be of the essence with regards to Respondent's obligations hereunder.

D. Respondent further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this AVC, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

E. Respondent understands and agrees that if Respondent has made any false statement in or related to this AVC, that such statement is made pursuant to and under penalty of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

F. This AVC may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this AVC may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

G. This AVC sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are

no representations, arraignments, or understandings, oral or written, between the parties relating to the subject matter of this AVC that are not fully expressed herein or attached hereto. Each party specifically warrants that this AVC is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

H. Respondent agrees by the signing of this AVC that Respondent shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-S(a) of the Consumer Protection Law, 73 P.S. § 201-8(a); and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

I. Any failure of the Commonwealth to exercise any of its rights under this AVC shall not constitute a waiver of its rights hereunder.

J. The "Effective Date" of this AVC shall be the day it is filed with the Court.

K. If any clause, provision or section of this AVC shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this AVC and this AVC shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not be contained herein.

L. The Respondent certifies and warrants that the undersigned is authorized by the Respondent to enter into this Assurance on its behalf and his/her signature binds the Respondent

to all terms.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO

Attorney General

Date: 4-17-20

By: 

John M. Abel

Senior Deputy Attorney General

PA Attorney I.D. No. 47313

Email: jabel@attorneygeneral.gov

Bureau of Consumer Protection

15th Floor, Strawberry Square

Harrisburg, Pennsylvania 17120

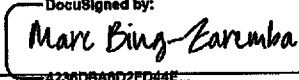
Telephone: (717) 783-1439

Facsimile: (717) 705-3795

For the Respondent:

STONEMOR PARTNERS, L.P.

Date: 3/9/2020

By: 
4236DBA002FD44E...
Marc Bing-Zaremba,
On behalf of StoneMor Partners L.P.
3600 Horizon Blvd., Suite 100
Trevose, Pennsylvania 19053

Date: 3/11/2020

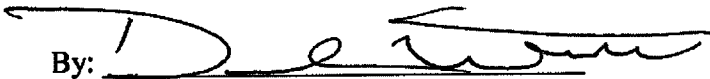
By: 
Attorney for Respondent

EXHIBIT A

THIS AGREEMENT AND THE FAMILY PROTECTION CERTIFICATE, IF APPLICABLE, CONTAIN ALL THE COVENANTS AND PROMISES BETWEEN THE PARTIES, AND NO AGENT, SALESPERSON, OR OTHER REPRESENTATIVE OF EITHER PARTY HAS AUTHORITY TO MODIFY, ADD TO OR CHANGE ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND/OR THE FAMILY PROTECTION CERTIFICATE.

NOTICE TO ASSIGNEES OF SELLER

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE PURCHASER

- (1) Do not sign this Agreement before you read it or if it contains any blank spaces.
- (2) You are entitled to a completely filled in copy of this Agreement at the time you sign it.
- (3) Under this law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge, to redeem the property if repossessed for a default; or require, under certain conditions, a resale of the property if repossessed.

PURCHASER'S RIGHT TO CANCEL

If this Agreement was solicited at your residence and you do not want the goods or services, you, the Purchaser, may cancel this Agreement at any time prior to midnight of the third business day after the date of this Agreement. (For an explanation of this right, see the attached Notice of Cancellation form.)

Recovery Fund: A Real Estate Recovery Fund exists to reimburse persons who have suffered monetary loss and have obtained an uncollectible judgment due to fraud, misrepresentation, or deceit in a real estate transaction by a Pennsylvania licensee. For complete details call (717) 783-2658 or 1-800-322-2113.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, PURCHASER has executed this Agreement this _____ day of _____, 20____. By executing this Agreement, Purchaser acknowledges receipt of a copy of this Agreement. The Purchaser of Burial Rights in this Agreement declares that he or she is a member of the Roman-Catholic Church.

Contractor _____ Signature _____

Seller: _____

By: _____

Authorized Representative

This Agreement is not valid until recorded and approved by an Authorized Representative of the Cemetery.

18 Burial Rights Certificate to be in Name(s) other than Purchaser(s), then provide Name(s) here: _____

State License No. _____

1. Purchaser _____ Date _____

Birth _____ Signature _____ Date of Birth _____

2. Purchaser _____ Date _____

Email _____ Signature _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Home Phone Number: _____

1. Employer: _____ Phone _____

2. Employer: _____ Phone _____

WHITE COPY - The Company's (Seller's) Copy YELLOW COPY - Records Department PINK COPY - Purchaser's Copy GOLD COPY - Purchaser's Copy

[illegible]

25th July

1. Reserve the right of final design and selection of the materials used in construction of the work including the exact type of reinforcement to be used.
2. Have the architect's right to make all decisions and determine, with all crypts, and final crypt from lettering or inscriptions.
3. Not guarantee or warrant that the manufacturing aspect can be used for all construction, due to the limitation of the size of the maximum of stone.

For the full details, please see the complete order form.

[illegible][illegible][illegible][illegible]

As a condition and Service Trusts) in order to ensure the performance of this Agreement by Sitter and in order to guarantee the delivery and facilitation of the hotel, meals and tickets), Sitter agrees that it will set aside and place into a Merchandise and Service Trust Fund sufficient money to guarantee delivery of the (Goods), Carriage, and services specified by applicable law. The amounts placed in said Merchandise and Service Trust Fund shall be non-material according to the terms of the Merchandise and Service Trust Fund agreement and applicable law.

[illegible]

Arbitration. Where in any dispute concerning this Agreement or any other matter relating to goods or services purchased from Seller, Purchaser or Seller may wish to have the dispute resolved by arbitrators according to the rules of the American Arbitration Association ("AAA") then in this system of dispute resolution by arbitration, Purchaser agrees to submit a copy of this dispute to the arbitrators. Purchaser may contact the AAA at 1-800-371-7777 for assistance. IF ARBITRATION IS CHOSEN, NEW TRIAL PURCHASER/NOT SELLER WILL WAIVE THE RIGHT TO LITIGATE THE CLAIMS IN COURT OR HAVE A TRIAL, BEFORE A JUDGE OR JURY. THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS OR CLASS ACTION. IF THE APPOINTED ARBITRATOR OR PANEL OF ARBITRATORS SHOULD AWARD ANY DAMAGES, THOSE DAMAGES WILL BE AWARDED IN ACCORDANCE WITH THE RULES OF THE AAA.

Purchaser and Seller shall pay the legal counsel. Legal counsel is not required. Purchaser and Seller must jointly pay the fees and costs of their own counsel, except as otherwise directed by the arbitrator. All expenses of the arbitration, including the arbitrator's fees, will be paid by Purchaser and Seller in accordance with the rule of the A.D.A. except as otherwise directed by the arbitrator.

Any award rendered by the arbitrator will be final, binding, nonappealable and judgment may be entered on it in any court having jurisdiction. This agreement is made in conjunction with a transaction in interstate commerce, and the jurisdiction of this award is made under the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The arbitrator will have no power to apply or modify any of the provisions of this Arbitration Agreement.

OTHER PROVISIONS

1. All representations and all portions of this Agreement shall be subject to all rules and regulations of the Company, now existing or as hereinafter amended or adopted for the governing of the Company, which shall apply to and govern the Purchaser, in all things necessary, pertinent to the provisions of this Article. Any liability between the Seller and the Association of Philadelphia Architects (A.A.P.A.) shall be the Seller's and any Mutual Right in the Company to the Purchaser is binding on the Architects in perpetuity, and the Seller also has the right to sell to the Purchaser all related goods, merchandise and services in the Company.

2. After receipt of the full land sale price, Seller will send to Buyer a Certificate of Ownership for Purchase, or the equivalent branding for the horse purchase. Seller shall not be obligated to return the purchase price or issue a credit for any moneys advanced and/or service rendered by such third or Certificate of Ownership. A Certificate of Ownership will not be issued for any non-ownership or services already delivered.

2. All parties put under this Agreement by Purchaser shall be eligible for the payment of such bonus or prize in such a manner as shall be determined by the Seller. Seller shall be the best of its ability, with all of the facilities under its control, pursuant to the Rules as herein agreed, to make a fair and honest investigation. Acts of God or the other causes beyond the control of the Seller should be the excuse for delivery of the said quantities described herein. Purchaser, by his, personal representative or assignee, agrees to accept such conditions upon which shall be as jointly his sole responsibility the quantity of material and workmanship as the manufacturer indicated herein. If the Agreement provides for the purchase of Dimes (Amount), Purchaser, by his, personal representative or assignee, may have the option and right not to accept material manufactured, but its accept of delivery when because it needs available.

4. The following are terms of the sale of this Agreement: (a) Backstop shall be the obligation of the Seller to provide the Buyer with a backstop for the Seller's obligations under this Agreement.

3. The foregoing are terms of Definitive All Agency Contract (1) Purchaser's liability to make any payment promptly on or before this day is in full (2) Purchaser's failure to perform any duty of Purchaser's provision in this Agreement (3) Purchaser providing Seller with false information or statements if any time in connection with execution of this Agreement (4) Purchaser dies, becomes (near) bankrupt or is convicted of a crime involving fraud or dishonesty before Seller has received payment in full (5) If Purchaser becomes bankrupt or makes a general assignment for the benefit of creditors or (6) The merchandise or services are sold, transferred or delivered by Purchaser to another person without Seller's consent, or are threatened with any such act to try, attempt, consummate or facilitate same otherwise.

Upon or after the occurrence of an Event of Default, Seller will give Purchaser thirty (30) days to pay the full amount of the purchase price, including interest and attorneys' fees, in full, or to arrange for the payment of the purchase price in installments. If Seller does not receive the full amount of the purchase price within the thirty (30) day period, Seller will provide the time, interest and performance necessary to cure the default. Purchaser's right to cure the default shall expire on 5/30/00 pm. Eastern Standard Time on the twenty (20) day (21st day) after Seller's receipt of Seller's default notice. If Purchaser does not cure the default as provided in this notice within the thirty (30) day period, Seller's right to terminate this Agreement shall be deemed to have been exercised. Seller shall have the right to terminate all of the rights to deliver all items under this Agreement to the immediately due and payable and (2) the right to require Purchaser to pay Seller's actual attorney and reasonable costs of collection, including Seller's court costs. If Purchaser does not meet the thirty (30) day deadline under this Agreement, Purchaser may lose the funds in the aforementioned Services Trust Fund. In any event, Purchaser agrees that in the event of a Default, Seller may impose a default penalty charge of three percent (3%) of a payment, or \$2,000, whichever is less, subject to applicable law.

7. Whichever of any dispute shall not constitute matter of any arbitral dispute. Seller's right and remedies for cancellation and damages. Any provision hereof shall be limited under the laws of the United States of America or any State thereof. It is hereby acknowledged that the undersigned have read and understand the contents of this agreement and agree to be bound by its terms.

2. The item Space(s) as used on the front side of this Agreement return only to Internet rights to the extent of the number indicated. The number of total bits will vary depending on the file(s) purchased.

12. In the event Purchaser shall be divorced and the property, real and/or personal, purchased under this Agreement not be divided between the parties by order of Court or by agreement, then any debt, certificate or withdrawal previously made by Purchaser shall be null and void. Seller shall be full implement of its obligation under this Agreement for the total cost on this Agreement except between the parties and/or the court.

11. If the Purchaser pays off this Agreement early, the Purchaser may be entitled to a refund of part of the interest paid on the loan.

Such a contract will only be made by Seller if it is absolutely necessary to implement the terms of the United of All Agreement.

Buyer agrees that the use of any portion of the information provided by Seller in connection with the use of the information is subject to the terms and conditions of this Agreement. The provisions of this section do not affect the use of the information by Buyer for its internal business purposes. Buyer agrees that the use of any portion of the information provided by Seller in connection with the use of the information is subject to the terms and conditions of this Agreement. The provisions of this section do not affect the use of the information by Buyer for its internal business purposes.

12. This Agreement is not assignable by the Purchaser without written approval signed by the Seller.

DATE: 1/10

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

IN THE COURT OF COMMON PLEAS OF
BUCKS COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA

Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120

Petitioner

v.

STONEMOR PARTNERS L.P.

3600 Horizon Blvd., Suite 100
Trevose, Pennsylvania 19053

Respondent

CIVIL ACTION - EQUITY

Docket No. _____

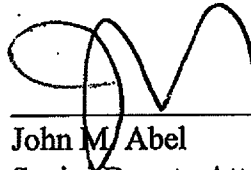
CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and document.

Date: _____

4-17-20

By: _____



John M. Abel
Senior Deputy Attorney General
PA Attorney I.D. No. 47313
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 783-1439
Facsimile: (717) 705-3795
Email: jabel@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS OF
BUCKS COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :

Office of Attorney General :

15th Floor, Strawberry Square :

Harrisburg, Pennsylvania 17120 :

Petitioner :

v. :

STONEMOR PARTNERS L.P. :

3600 Horizon Blvd., Suite 100 :

Trevese, Pennsylvania 19053 :

Respondent :

CIVIL ACTION - EQUITY

Docket No. _____

CERTIFICATE OF SERVICE

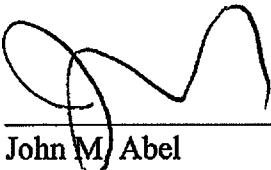
I, John M. Abel, counsel for the Commonwealth, hereby certify that on 4-17-20,

2020, I caused true and correct copy of the foregoing document to be mailed first class postage prepaid and via electronic mail to the following:

Dan Walworth, Esquire
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
(Counsel for Defendant)

Date: 4-17-20

By: _____



John M. Abel
Senior Deputy Attorney General
PA Attorney I.D. No. 47313
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 783-1439
Facsimile: (717) 705-3795
Email: jabel@attorneygeneral.gov

Supreme Court of Pennsylvania

Court of Common Pleas



County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☐ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Commonwealth of PA, PA Office of Attorney General

Lead Defendant's Name:

Stonemor Partners L.P.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
(check one) ☐ outside arbitration limits

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: John M. Abel, Senior Deputy Attorney General

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☒ Other:
Assurance of Voluntary
Compliance

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.