

**UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ALABAMA
 SOUTHERN DIVISION**

EDGAR BATTLE, et al.,	}	
	}	
Plaintiffs,	}	
	}	
v.	}	Case No.: 2:70-cv-00752-RDP
	}	
LIBERTY MUTUAL INSURANCE	}	
COMPANY, et al.,	}	
	}	
Defendants.	}	

MEMORANDUM OPINION AND ORDER

This matter is before the court on the Renewed Motion for Order of Contempt Against “Funeral Director” Class Member SCI Alabama Funeral Services, LLC, filed by Plaintiffs in Intervention Barry Harrison and Russell Crowe. (Doc. # 153). In evaluating the Motion, the court echoes the words of another judge who, in 1991, observed that “[t]his lawsuit, filed in 1970 on behalf of a class of Alabama funeral homes, has clung to life with a tenacity which, if it could be matched by humans, would undoubtedly have obviated the need for the ‘burial insurance’ that has been the subject of contention in the case for over [50] years.” *Battle v. Liberty National Life Ins. Co.*, 770 F.Supp. 1499, 1501 (N.D. Ala. 1991).

Upon the receipt of Harrison and Crowe’s initial Motion, the court allowed interested parties the opportunity to conduct discovery. (Docs. # 134, 139, 141, 143). The Motion is now fully briefed, and is ripe for review. (Docs. # 157, 158, 159). For the reasons discussed below, the Motion is due to be denied.

I. Relevant Background

“In 1978, the District Court for the Northern District of Alabama entered final judgment pursuant to a settlement agreement in *Battle v. Liberty Nat’l Life Ins. Co.*, a consolidation of three

class actions alleging federal antitrust violations in Liberty’s and Brown–Service Funeral Home Co., Inc.’s issuance, sale and performance of certain burial and/or vault insurance policies.” *Battle v. Liberty Nat. Life Ins. Co.*, 877 F.2d 877, 879 (11th Cir. 1989). “The final judgment established the rights and obligations of about 300 owners of some 400 funeral homes in Alabama and the rights under the burial/vault policies of approximately 1 million policyholders.” *Battle*, 877 F.2d at 880.

A. The 1999 Clarification of the 1978 Final Judgment

On March 8, 1999, the Honorable Inge P. Johnson entered a Memorandum Opinion clarifying the minimum services to be provided as part of “a straight policy funeral”:

- A casket – specifically the casket specified as provided for in the 1978 Final Judgment.
- A burial suit of dress as provided for in the 1978 Final Judgment.
- Answering the Death Call, including transportation of the remains to the funeral home (not to exceed thirty-five miles) and preparation of the removal form, if necessary.
- Preparation of the body for burial – including bathing, disinfecting, embalming, dressing, placing the body in the casket and whatever else may be necessary for the body to be suitable for viewing, except for those services specifically listed by the court to be additional services, below.
- Use of the funeral home – use of a viewing room, access to the facilities of the funeral home such as restrooms, telephones, parking, heating, air conditioning and seating areas.
- Funeral home staff necessary for the provided services.
- Assistance in planning, conducting and furnishing a place of the holding of the funeral service. This specifically includes:
 - Determining where the services will be held (chapel, church or grave side)
 - Determining what time the service will be held
 - Determining who will conduct the service
 - Determining what type of services will be used
- Making necessary contact with clergyperson selected by family regarding details of funeral; and if necessary, assisting in locating a clergyperson to perform the service
- Instructing family on arrivals and departures
- Notifying the cemetery
- Instructing pallbearers
- Arranging a police escort
- Transportation of casket to the location of the service and to the gravesite within

the stated 35 mile radius
Arranging flowers at funeral home, memorial service held at funeral home, if any,
and graveside
Customary parking assistance
Assisting family to and from gravesite
Use of taped music at funeral parlor if the funeral parlor routinely makes the same
available for non-policyholder funerals.

(Doc. # 81 at 12-13). Judge Johnson also specifically held that “the following items may be sold by the funeral home as additional or incidental goods or services without creating an oversale” :

Beautician and/or hairdresser.
Death Certificates Cost of Obituaries
Acknowledge cards
Guest registers
Flower trucks
Memorial folders
Limousine service for the family of the deceased
Musicians or arrangements with musicians
Lodges.

(Doc. # 81 at 18). Judge Johnson further clarified that funeral directors may charge additional amounts for these types of “[a]dditional services which may generate income for the funeral directors [and] include such items as arranging musicians, providing flower trucks and arranging for obituaries to run in the paper or for death certificates to issue.” (Doc. # 81 at 20-21).

B. This Court’s August 5, 2014 Consent Judgment

In 2013, this case came before the court on Liberty National’s Verified Petition for an Order Requiring Two Members of the Funeral Director Class [Harrison Funeral Home and Dunklin & Daniels Funeral Home] to Show Cause Why They Should Not Be Held In Contempt. (Docs. # 96, 101). Harrison Funeral Home ceased operations shortly thereafter, and Dunklin & Daniels Funeral Home responded to the Petition. (Doc. # 104). Liberty National then replied. (Doc. # 106). Thereafter, the remaining parties to that contempt petition informed the court that they were working toward a settlement agreement consistent with the original 1978 consent decree.

(Doc. # 109).

On August 5, 2014, on Liberty National's Unopposed Motion, the court entered a Consent Judgment. (Doc. # 113). In the Consent Judgment, the court granted Liberty National's request to withdraw its contempt petition against Dunklin & Daniels. (Doc. # 113 at ¶ 1). Also in the Consent Judgment, the court ordered Dunklin & Daniels to cease imposing the following charges which the court found to be inconsistent with the prior decree entered in this action:

- a. Any charges labeled or described as "Burial Policy Overcharges" that include any charges prohibited by the existing language of the prior decrees in this action or by the Battle-approved funeral service contract, or that include items or services for which no charge is permitted under said decrees or said contract;
- b. Any charges for Administrative or Administration Expenses;
- c. Any charges for Overhead or Overhead Expenses;
- d. Any charges for Facility Maintenance;
- e. Any charges for Equipment and Inventory costs;
- f. Any charges for Governmental Compliance;
- g. Any charges for any single visitation, regardless of whether that single visitation occurs during the daytime or during evening hours and regardless of whether it occurs during the week or on a weekend;
- h. Any charges for having the deceased in an open or closed casket in the funeral location during the period immediately prior to the funeral other than as part of a second visitation period which is announced as being a second visitation in the obituary, whether the obituary is published on the funeral director's website or through any other means of announcing of a death or disseminating funeral service information to the general public;
- i. Any other charges prohibited by the existing language of the prior decrees in this action or by the Battle-approved funeral service contract.

(Doc. # 113 at ¶ 2). At the same time, however, the court specifically authorized Dunklin & Daniels to impose:

any clearly disclosed and separately itemized charges for specific optional items or services for which the prior decrees in this action expressly allow a separate charge, such as, for example, charges for opening and closing the grave, so long as the separately itemized charges are clearly disclosed to the customer in advance as being for such optional items or services, and are not lumped together with charges that are prohibited by the prior decrees in this action.

(Doc. # 113 at ¶ 3). As to these optional services, the court prohibited Dunklin & Daniels from charging to a policyholder a charge “greater than the amount contemporaneously charged to any non-policyholder requesting that same specific item or service.” (*Id.*). The court also required that “such charges [] be described in identical language on pricelists and invoices utilized in both policy and non-policy funerals.” (*Id.*).

C. The Barry Harrison Transaction

On January 19, 2016, Intervenor Barry Harrison met with Ira Lucas, SCI’s funeral director at Elmwood Cemetery in Birmingham, to arrange a funeral for his father. (Doc. # 155-4). Harrison did not recall Lucas reviewing Elmwood’s General Price List with him (Doc. # 154-4 at 19-20), but Lucas testified that he reviews it with all customers. (Doc. # 154-6 at 19-20).

Elmwood Cemetery’s General Price List contained the following information:

BROWN SERVICE BURIAL POLICIES:

For Brown Service policyholders, we offer various optional services that are not provided by your Brown Service policy. As described below, these services are available as a package or on an itemized basis.^[1]

Brown Service Administrative Services Package	\$495.00
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This fee covers the funeral home’s services for arranging for musicians, arranging for obituaries, arranging for and processing death certificates, processing of government claims (such as Veterans Administration claims, and filing for and notification of Social Security), and processing insurance claims.

Each service included in the above package can also be purchased separately, if desired, for the price shown below:

¹ Harrison and Crowe omit this paragraph from their quotation of the General Price List.

Arranging for Musicians	\$150.00
Arranging for Obituaries	\$150.00
Arranging for and Processing Death Certificate	\$250.00
Filing Insurance Claims	\$250.00
Filing Government Claims	\$250.00

The above fees do not include the actual cost of the third party provider, *e.g.*, fees billed by musicians or newspaper charges for publication of the obituary.

(Doc. # 155-3 at 8). The Purchase Agreement signed by Harrison includes an attestation that “[y]ou [Harrison] were given a General Price List effective on 09/08/2015 prior to discussing funeral arrangements or the selection of any funeral goods or services.” (Doc. # 155-4 at 2).

Harrison’s contract with Elmwood Cemetery lists certain charges, including a \$600 charge for “Basic Professional Services Fee” and a \$495.00 charge for “Administrative Fee (Brown Service Only).” (Doc. # 155-4 at 1). Harrison was then credited \$600 for his Brown Service Policy. (Doc. # 155-4 at 2).

Harrison also signed and dated a form titled “Explanation of Burial Insurance Benefits” which states in relevant part:

I, the undersigned client of the funeral home listed above, hereby acknowledge that . . . (2) If I select the funeral service and casket provided by such policy, there will be no additional charges *except for any of the following items I may select as additions to the burial policy benefits, (i.e., music, hairdressing, limousine, flower truck, memorial booklet, service folders, thank you cards, and any other times not covered by the policy).*

(Doc. # 155-10 (emphasis added)).

D. The Russell Crowe Transaction

On November 20, 2020, Intervenor Russell Crowe met with Kristi Hall, an employee of SCI’s Rockco Funeral Home (Montevallo) to arrange a funeral for his father. Crowe intended to procure a “straight policy” funeral. (Doc. # 154-2 at 18-19). Hall reviewed with Crowe the General

Price List before they filled out a contract. (*Id.*).

SCI’s Rockco Funeral Home (Montevallo)’s General Price List contained the following information:

BROWN SERVICE BURIAL POLICIES:

For Brown Service policyholders, we offer various optional services that are not provided by your Brown Service policy. As described below, these services are available as a package or on an itemized basis.^[2]

Brown Service Services Package	\$695.00
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This fee covers the funeral home’s services for arranging for musicians, arranging for obituaries, arranging for and processing death certificates, processing of government claims (such as Veterans Administration claims, and filing for and notification of Social Security), and processing insurance claims.

Each service included in the above package can also be purchased separately, if desired, for the price shown below:

Arranging for Musicians	\$200.00
Arranging for Obituaries	\$200.00
Arranging for and Processing Death Certificate	\$300.00
Filing Insurance Claims	\$300.00
Filing Government Claims	\$300.00

The above fees do not include the actual cost of the third party provider, *e.g.*, fees billed by musicians or newspaper charges for publication of the obituary.

(Doc. # 155-1 at 8). The Purchase Agreement signed by Crowe includes an attestation that “[y]ou [Crowe] were given a General Price List effective on 11/04/2020 prior to discussing funeral arrangements or the selection of any funeral goods or services.” (Doc. # 155-2 at 2).

Crowe’s contract with Rockco Funeral Home (Montevallo) lists certain charges, including a \$600 charge for “Basic Services of the Brown Service Burial Policy” and a \$695.00 charge for

² Again, Harrison and Crowe omit this paragraph from their quotation of the General Price List.

“Brown Service Services Package.” (Doc. # 155-2 at 1). The term “Administrative” is not used in reference to any fees in the Crowe contract. Crowe was credited \$600 for his Brown Service Policy. (Doc. # 155-2 at 2).

II. Standard of Review

“In a civil contempt proceeding, the petitioning party bears the burden of establishing by ‘clear and convincing’ proof that the underlying order was violated.” *PlayNation Play Sys., Inc. v. Velex Corp.*, 939 F.3d 1205, 1212 (11th Cir. 2019) (citing *Howard Johnson Co. v. Khimani*, 892 F.2d 1512, 1516 (11th Cir. 1990)). The moving party must also establish that: “(1) the allegedly violated order was valid and lawful; (2) the order was clear and unambiguous; and (3) the alleged violator had the ability to comply with the order.” *Tracfone Wireless, Inc. v. Technopark Co.*, 313 F.R.D. 680, 687 (S.D. Fla. 2016) (citing *Riccard v. Prudential Ins. Co.*, 307 F.3d 1277, 1296 (11th Cir. 2002)).

III. Analysis

The Harrison and Crowe Motion asserts that SCI committed two violations of the court’s prior Orders in this case. They contend that (1) SCI charged “Administrative Fees” from 2011-2019, and (2) SCI discriminated between the prices charged to Policyholders and non-Policyholders for the same service. (Doc. # 153 at 2-3). But, after careful review the court concludes their Motion fails at the first step: they have not shown by ‘clear and convincing’ evidence that SCI violated any applicable court order.

A. The Administrative Fee Issue

The contract signed by Harrison contains a \$495.00 charge for “Administrative Fee (Brown Service Only).” (Doc. # 155-4 at 1). The portion of the Elmwood General Price list which was omitted by Harrison and Crowe clearly discloses that, “[f]or Brown Service policyholders, we

offer various optional services that are not provided by your Brown Service policy. As described below, these services are available as a package or on an itemized basis.” (Doc. # 155-3 at 8). Immediately following that language, the General Price List describes the “Brown Service Administrative Services Package” and the services included, such as “arranging for musicians, arranging for obituaries, arranging for and processing death certificates, processing of government claims (such as Veterans Administration claims, and filing for and notification of Social Security), and processing insurance claims.” (*Id.*). These types of charges are expressly permitted under Judge Johnson’s 1999 Clarification Order. (Doc. # 81 at 18).

Similarly, the contract signed by Crowe contains a \$695.00 charge for “Brown Service Services Package.” (Doc. # 155-2 at 1). The portion of the Rockco Funeral Home (Montevallo) General Price list, which was again omitted by Harrison and Crowe, clearly discloses that, “[f]or Brown Service policyholders, we offer various optional services that are not provided by your Brown Service policy. As described below, these services are available as a package or on an itemized basis.” (Doc. # 155-1 at 8). Again, immediately following that language, the General Price List describes the “Brown Service Services Package” and the services included, such as “arranging for musicians, arranging for obituaries, arranging for and processing death certificates, processing of government claims (such as Veterans Administration claims, and filing for and notification of Social Security), and processing insurance claims.” (*Id.*). As noted above, these types of charges are specifically permitted under Judge Johnson’s 1999 Clarification Order. (Doc. # 81 at 18).

Harrison and Crowe argue that charging an “Administrative Fee” is prohibited by this court’s Consent Judgment on Liberty National’s contempt petition against Dunklin & Daniels. (Doc. # 153 at 5). The General Price List Harrison reviewed addresses what services this fee

covers, and they are services allowed under the 1999 Clarification Order. To condemn the imposition of this Fee merely because of the “Administrative Fee” label would elevate form over substance. The court is concerned with the substance of this matter, not labels.

Moreover, the argument that an “Administrative Fee” is prohibited by this court’s Consent Judgment is inapposite to Crowe’s transaction because Crowe was not charged an Administrative Fee. He was charged a separate fee for additional services that were clearly described as just that – additional charges listed in the portion of the General Price List. (Again, Harrison and Crowe both omitted this information from their briefing). Furthermore, the terms of this court’s 2014 Consent Judgment merely prohibit “Dunklin & Daniels and its successors” from charging certain fees. (Doc. # 113 at ¶ 2). And, despite these prohibitions, the Consent Judgment also states that “[n]othing in this Order shall prohibit Dunklin & Daniels from imposing, in connection with a straight policy funeral, any clearly disclosed and separately itemized charges for specific optional items or services for which the prior decrees in this action expressly allow a separate charge” (Doc. # 113 at ¶ 3). The General Price List in both the Harrison and Crowe transactions clearly disclosed the optional services (allowed under the terms of the 1999 Clarification Order) for which the additional fee was charged.

For all of these reasons, Harrison and Crowe have not shown that the “Administrative Fee” charged to Harrison was in violation of any prior court orders.

B. The Bundling-Discriminatory Pricing Issue

Harrison and Crowe cite portions of the following provision contained in this court’s 2014 Consent Judgment to support their argument that there is a prohibition against bundling and discriminatory pricing. Again, however, Harrison and Crowe omit other, important portions of the provision. The full provision of the 2014 Consent Judgment provides:

Nothing in this Order *shall prohibit Dunklin & Daniels* from imposing, in connection with a straight policy funeral, any clearly disclosed and separately itemized charges for specific optional items or services for which the prior decrees in this action expressly allow a separate charge, such as, for example, charges for opening and closing the grave, so long as the separately itemized charges are clearly disclosed to the customer in advance as being for such optional items or services, and *are not lumped together with charges that are prohibited by the prior decrees in this action*. Where a Battle policyholder requests an item or service for which *Dunklin & Daniels is permitted* by the prior decrees in this action to impose a charge without creating an oversale, then *Dunklin & Daniels SHALL*, consistent with the existing language of the court-approved funeral service contract required by the existing decrees in this action, *ensure in each instance that the charge it imposes for that specific item or service SHALL at no time be greater than the amount contemporaneously charged to any non-policyholder requesting that same specific item or service*, and that such charges SHALL be described in identical language on pricelists and invoices utilized in both policy and non-policy funerals.

(Doc. # 113 at ¶ 3) (quoted in full, emphasis added).

First, any prohibition contained in this paragraph of the Consent Judgment applies only to Dunklin & Daniels. (*Id.*)³ (That point is made clear in language from the document omitted by Harrison and Crowe from their arguments). (*Id.*). So, SCI could not have “violated” an order which did not direct it to take or refrain from taking any action.

Second, the *Battle Orders* do not prohibit any *different* pricing for policyholders and non-policyholders. They prohibit charging policyholders an amount “*greater than the amount contemporaneously charged to any non-policyholder.*” (Doc. # 113 at ¶ 3) (emphasis added). Policyholders are charged \$600 for the Basic Professional Services included in a funeral. (Docs. # 155-2, 155-3). Non-policy holders are charged a \$2,670 Basic Service Fee. (Doc. # 154-3 at 28-29). Not surprisingly, the over-four-times-greater Basic Service Fee charged to non-policyholders includes more services than the \$600 Basic Professional Services funeral, including some that

³ Although the relevant provisions of the Consent Judgment only order Dunklin & Daniels to take and refrain from taking certain actions, the Judgment stands as precedent regarding the court’s interpretation of certain practices under the *Battle Orders*.

policyholders may purchase on an optional basis. (*Id.* at 29-30). Policyholders requesting all of the optional services, even on an *a la carte* basis, still end up paying less than a non-policyholder pays for a basic package.⁴ Thus, even if the court’s 2014 Consent Judgment regarding charges imposed by Dunklin & Daniels applied to prohibit SCI from imposing discriminatory pricing, SCI would not have violated that Judgment because it has not charged policyholders an amount “*greater than* the amount contemporaneously charged to any non-policyholder.” (Doc. # 113 at ¶ 3) (emphasis added).

Third, as to any bundling prohibition, the Consent Decree provides that “separately itemized charges” should not be “*lumped together with charges that are prohibited by the prior decrees in this action.*” (*Id.*) (emphasis added). Thus, the Consent Judgment does not prohibit bundling generally. Rather, it only prohibits bundling with prohibited charges. All of the services that may be selected by policyholders for an additional charge, and that may be bundled, are services allowed under Judge Johnson’s 1999 clarification order. (Doc. # 81 at 18). Thus, they were not “lumped together with charges that are prohibited by the prior decrees in this action.” (Doc. # 113 at ¶ 3).

For all of these reasons, Harrison and Crowe have not shown that SCI committed any prohibited bundling or discriminatory pricing that violated any prior *Battle Orders*.

C. The FTC Funeral Rule

Harrison and Crowe next argue that SCI should be held in contempt for violating the FTC

⁴ For Example, for Crowe’s 2020 Funeral:

Basic Service of the Brown Service Burial Policy	\$600.00
Arranging for Musicians	\$200.00
Arranging for Obituaries	\$200.00
Arranging for and Processing Death Certificate	\$300.00
Filing Insurance Claims	\$300.00
<u>Filing Government Claims</u>	<u>\$300.00</u>
Total	\$1,900.00

Funeral Rule, specifically 16 C.F.R. § 453.2(b)(4)(iii)(C)(1). (Doc. # 153 at 25). Under that section, funeral providers must provide:

(4) General price list. []

(iii) Include on the price list, in any order, the following information: []

(C) Either of the following:

(1) The price for the basic services of funeral director and staff, together with a list of the principal basic services provided for any quoted price and, if the charge cannot be declined by the purchaser, the statement: “This fee for our basic services will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)”. If the charge cannot be declined by the purchaser, the quoted price shall include all charges for the recovery of unallocated funeral provider overhead, and funeral providers may include in the required disclosure the phrase “and overhead” after the word “services”; or

(2) The following statement: “Please note that a fee of (specify dollar amount) for the use of our basic services is included in the price of our caskets. This same fee shall be added to the total cost of your funeral arrangements if you provide the casket. Our services include (specify).” The fee shall include all charges for the recovery of unallocated funeral provider overhead, and funeral providers may include in the required disclosure the phrase “and overhead” after the word “services.” The statement must be placed on the general price list together with the casket price range, required by paragraph (b)(4)(iii)(A)(1) of this section, or together with the prices of individual caskets, required by (b)(4)(iii)(A)(2) of this section.

16 C.F.R. § 453.2(b)(4)(iii)(C)(1) and (2). Subsection (C)(2) provides that “funeral providers may include in the required disclosure the phrase ‘and overhead’ after the word ‘services.’”

The General Price Lists for both Elmwood Cemetery and Rockco Funeral Home (Montevallo) state:

BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF AND OVERHEAD

This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.) This fee includes the following

Personnel available 24 hours a day, 365 days a year to respond to initial call

Arrangement Conference

Coordinating service plans with cemetery, crematory, and/or other parties involved in the final disposition of the deceased

Preparation of necessary form for government agencies.

Also covers overhead, including facility maintenance, equipment and inventory costs, liability insurance and governmental compliance.

(Doc. # 155-1 at 2; Doc. # 155-3 at 2). This disclosure complies, word-for-word with the regulation Harrison and Crowe assert SCI violated. The General Price Lists also specify that the cost for these services is \$2,670.00.

The General Price Lists also clearly have another section (which, again, Harrison and Crowe fail to mention or address) that applies to Brown-Service Burial Policies and lists a much lower cost and discloses:

For Brown Service policyholders, we offer various optional services that are not provided by your Brown Service policy. As described below, these services are available as a package or on an itemized basis.^[5]

Brown Service Services Package	\$695.00
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(Doc. # 155-1 at 8).

“Pursuant to the Federal Trade Commission's (“FTC”) Funeral Rule, all funeral homes are required, *inter alia*, to have an enumerated price list detailing charges for each service and good offered for sale by that funeral home.” *Walker v. Flitton*, 364 F. Supp. 2d 503, 512 (M.D. Pa. 2005) (citing 16 C.F.R. § 453.2(a)). SCI has such a list, and Harrison and Crowe have failed to show by clear and convincing proof that the list, viewed in its entirety, is misleading. As Judge Johnson found in her 1999 Clarification Order, under the prior Battle Orders, funeral directors may charge additional amounts for “[a]dditional services which may generate income for the funeral directors

⁵ Harrison and Crowe omit this paragraph from their citation to the General Price List.

[and] include such items as arranging musicians, providing flower trucks and arranging for obituaries to run in the paper or for death certificates to issue.” (Doc. # 81 at 20-21).

IV. Conclusion

Although Harrison’s 2016 contract with Elmwood Cemetery lists a charge for “Administrative Fee (Brown Service Only)” (Doc. # 155-4 at 1), Crowe’s 2020 contract does not (Doc. # 155-2 at 1). (*See also*, Doc. # 153 at 9-10 (comparing pre-2019 General Price List language and post-2019 language). Thus, it appears that SCI no longer uses the facially-objective term. Regardless, the court finds that the services enumerated in the pre-2019 Elmwood Cemetery General Price list sufficiently disclosed that the services covered by that fee were items specifically allowed by Judge Johnson’s 1999 Clarification Order. Harrison and Crowe have failed to establish by “clear and convincing” proof that any underlying order in this matter was violated. *See PlayNation Play Sys.*, 939 F.3d at 1212. Therefore, Harrison and Crowe’s Renewed Motion for Order of Contempt Against “Funeral Director” Class Member SCI Alabama Funeral Services, LLC (Doc. # 153) is **DENIED**.

DONE and **ORDERED** this September 23, 2022.



R. DAVID PROCTOR
UNITED STATES DISTRICT JUDGE