



to Hold Separate and Maintain Assets and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

1. Respondent SCI is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Texas, with its office and principal place of business located at 1929 Allen Parkway, Houston, Texas 77019.
2. Respondent Alderwoods is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware, with its office and principal place of business located at 311 Elm Street, Suite 1000, Cincinnati, Ohio 45202.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondents and the proceeding is in the public interest.

## **ORDER**

### **I.**

**IT IS HEREBY ORDERED** that, as used in this Order, the following definitions shall apply:

- A. “SCI” means Service Corporation International, its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by SCI (including, after the Acquisition Date, Alderwoods) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Alderwoods” means Alderwoods Group, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; its subsidiaries, divisions, groups, and affiliates controlled by Alderwoods, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Commission” means the Federal Trade Commission.
- D. “Acquisition” means the proposed acquisition described in the Agreement and Plan of Merger, dated as of April 2, 2006, between Alderwoods Group, Inc. and Service Corporation International.
- E. “Acquisition Date” means the date the Acquisition is consummated.

- F. “Acquirer(s)” means any Person(s) that receives the prior approval of the Commission to acquire all or any of the Divestiture Businesses pursuant to Paragraphs II, III, or VI of this Order.
- G. “Alderwoods Divestiture Assets” means all of Respondents’ right, title, and interest in and to all property and assets, tangible or intangible, of every kind and description, wherever located, and any improvements or additions thereto, relating to operation of the Alderwoods Divestiture Businesses, including but not limited to:
1. All real property interests (including fee simple interests and real property leasehold interests), including all easements, appurtenances, licenses, and permits, together with all buildings and other structures, facilities, and improvements located thereon, owned, leased, or otherwise held;
  2. All Tangible Personal Property, including any Tangible Personal Property removed from any location of an Alderwoods Divestiture Business (and not replaced), except in the ordinary course of business (and only if the cost of the Tangible Personal Property is less than \$5,000), at any time after April 2, 2006 and which is necessary to operate the relevant Alderwoods Divestiture Business as a going concern;
  3. All inventories;
  4. All accounts receivable;
  5. All agreements, contracts, and leases and all rights thereunder and related thereto;
  6. All consents, licenses, certificates, registrations or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, and all pending applications therefor or renewals thereof, to the extent assignable;
  7. All intangible rights and property, including Intellectual Property, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings;
  8. All data and Records, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records, subject to legal requirements, and copies of all personnel Records;

9. All insurance benefits, including rights and proceeds (including insurance benefits relating to or arising from any Pre-need Contracts); and
10. All rights relating to deposits and prepaid expenses (including bank, trust, or other accounts relating to or arising from any Pre-need Contracts and endowment or perpetual care funds), claims for refunds and rights to offset in respect thereof.

*Provided, however,* that the Alderwoods Divestiture Assets need not include:

- (i) assets located at facilities or offices not included in the Alderwoods Divestiture Businesses and whose use is not exclusively or primarily related to the operation of the Alderwoods Divestiture Businesses;
- (ii) vehicles used by the relevant Alderwoods Divestiture Businesses if the Acquirer does not need them and the Commission approves the divestiture without such vehicles;
- (iii) rights in any lease of Tangible Personal Property that pertains to generally available property relating to office furniture, office equipment, or computers;
- (iv) Respondents' right, title, and interest in any Alderwoods display, national license, national supply or service agreement, or any national proprietary or licensed advertising program;
- (v) commercial names, trade names, "doing business as" (d/b/a) names, registered and unregistered trademarks, service marks and applications using the words "Alderwoods Group, Inc.," "Alderwoods," or "Caughman-Harman;"
- (vi) assets relating to the Alderwoods Divestiture Business(es) at the locations identified in Appendix D of this Order (hereinafter "Alternative Divestiture Assets"), to the extent that Respondents do not divest such assets pursuant to the terms of Paragraph III.A. of this Order; or
- (vii) any asset or agreement not covered by the previous exclusions if not needed by the Acquirer and the Commission approves the divestiture without it.

*Provided further, however,* that the Alderwoods Divestiture Assets shall include Respondents' right, title, and interest in the (x) facility located at 1000 S. Yates Road, Memphis, Tennessee, in connection with the divestiture of Memorial Park, Inc. cemetery, located at 5668 Poplar Avenue, Memphis, Tennessee, and (y) facility located across the street from Conroe Memorial Park cemetery, in connection with the divestiture of Conroe Memorial Park, located at 1600 Porter Road, Conroe, Texas.

H. “Alderwoods Divestiture Businesses” means all activities conducted by Alderwoods, prior to the Acquisition, at the locations identified in Appendix B and Appendix D of this Order, relating to the provision of Funeral Services or Cemetery Services.

I. “Alderwoods License” means:

1. A worldwide, royalty-free, paid-up, perpetual, irrevocable, transferable, sublicensable, non-exclusive license under all Intellectual Property owned by or licensed to Respondent Alderwoods relating to operation of the Alderwoods Divestiture Businesses (other than Intellectual Property already included in the Alderwoods Divestiture Assets); and
2. Such tangible embodiments of the licensed rights (including but not limited to physical and electronic copies) as may be necessary or appropriate to enable each Acquirer to use the rights.

*Provided, however,* that the Alderwoods License need not include rights to (i) commercial names, trade names, “doing business as” (d/b/a) names, registered and unregistered trademarks, service marks and applications using the words “Alderwoods Group, Inc.,” “Alderwoods,” or “Caughman-Harman,” (ii) national proprietary or licensed advertising programs, (iii) national proprietary software used to service a national network of funeral homes and cemeteries or generally available software, (iv) Intellectual Property not covered by the previous exclusions if not needed by the Acquirer and the Commission approves the divestiture without it, or (v) casket cuts relating to any Alderwoods display room for a period of more than six (6) months; *provided further, however* that Respondents may limit rights to any Alderwoods display room to the geographic area in which each Alderwoods Divestiture Business is located.

J. “Alternative Divestiture Assets” means the assets defined in proviso (vi) of Paragraph I.G. of this Order.

K. “Cemetery Services” means all activities relating to the sale of property, goods and services provided for the final disposition of human remains in a cemetery, whether by burial, entombment in a mausoleum or crypt, or disposition in a niche.

L. “Confidential Business Information” means competitively sensitive, proprietary and all other business information of any kind that is not in the public domain owned by or pertaining to the Divestiture Businesses or Respondents, as the case may be (including, but not limited to, financial statements, financial plans and forecasts, operating plans, price lists, cost information, supplier and vendor contracts, marketing analyses, customer lists, customer contracts, employee lists, salary and benefits information, technologies, processes, and other trade secrets), except for any information that Respondents demonstrate (i) was or becomes generally available to the public other than as a result of a

disclosure by Respondents, or (ii) was available, or becomes available, to Respondents on a non-confidential basis, but only if, to the knowledge of Respondents, the source of such information is not in breach of a contractual, legal, fiduciary, or other obligation to maintain the confidentiality of the information.

- M. “Dignity Affiliate(s)” means the third-party owned funeral homes identified in Appendix C of this Order.
- N. “Dignity Memorial Affiliate Agreement” means any agreement or other arrangement between any Person engaged in the provision of Funeral Services and Respondents pursuant to which the Person is or becomes a member of Respondent SCI’s Dignity Memorial affiliate network with respect to Dignity Memorial funeral plans.
- O. “Direct Cost” means the cost of direct material and direct labor used to provide the relevant service.
- P. “Divestiture Agreement” means any agreement that receives the prior approval of the Commission between Respondents (or between a Divestiture Trustee appointed pursuant to Paragraph VI of this Order) and an Acquirer to purchase all or any of the Divestiture Businesses, and all amendments, exhibits, attachments, agreements, and schedules thereto that have been approved by the Commission.
- Q. “Divestiture Businesses” means the SCI Divestiture Assets, SCI Divestiture Businesses, Alderwoods Divestiture Assets, and Alderwoods Divestiture Businesses.
- R. “Divestiture Businesses Employee(s)” means (i) any and all full-time, part-time, or contract employees of the Divestiture Businesses as of the Acquisition Date, including, but not limited to, all Key Employees, and (ii) any of Respondents’ other employees whose work primarily relates to the Divestiture Businesses and who are employed on a regional or national level.
- S. “Funeral Services” means all activities relating to the sale of funeral services and funeral goods, including, but not limited to, services used to care for and prepare bodies for burial, cremation, or other final disposition; services used to arrange, supervise, or conduct the funeral ceremony or final disposition of human remains; and the sale of any goods in connection with funeral services.
- T. “Intellectual Property” means all intellectual property owned or licensed (as licensor or licensee) by Respondents, in which Respondents have a proprietary interest, including (i) commercial names, trade names, “doing business as” (d/b/a) names, registered and unregistered trademarks, logos, service marks and applications; (ii) all patents, patent applications and inventions and discoveries that may be patentable; (iii) all registered and unregistered copyrights in both published works and unpublished works; (iv) all know-

how, trade secrets, confidential or proprietary information, protocols, quality control information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints; (v) and all rights in internet web sites and internet domain names presently used by Respondents.

- U. “Key Employees” means (i) funeral home Divestiture Businesses Employees whose job title is funeral director, location manager, or other job title with responsibilities similar to those of funeral director or location manager, and (ii) cemetery Divestiture Businesses Employees whose responsibilities include management of a cemetery.
- V. “Person” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other business entity.
- W. “Pre-need Contract” means any type of contract or other agreement entered into by a customer with any of the Divestiture Businesses to provide Funeral Services or Cemetery Services at a future time, regardless of whether such agreement is revocable or how payment for such services is arranged.
- X. “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- Y. “Respondents” means SCI and Alderwoods, individually and collectively.
- Z. “SCI Divestiture Assets” means all of Respondents’ right, title, and interest in and to all property and assets, tangible or intangible, of every kind and description, wherever located, and any improvements or additions thereto, relating to operation of the SCI Divestiture Businesses, including but not limited to:
  - 1. All real property interests (including fee simple interests and real property leasehold interests), including all easements, appurtenances, licenses, and permits, together with all buildings and other structures, facilities, and improvements located thereon, owned, leased, or otherwise held;
  - 2. All Tangible Personal Property, including any Tangible Personal Property removed from any location of an SCI Divestiture Business (and not replaced), except in the ordinary course of business (and only if the cost of the Tangible Personal Property is less than \$1,000), at any time after April 2, 2006, and which is necessary to operate the relevant SCI Divestiture Business as a going concern;
  - 3. All inventories;
  - 4. All accounts receivable;

5. All agreements, contracts, and leases and all rights thereunder and related thereto;
6. All consents, licenses, certificates, registrations or permits issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, and all pending applications therefor or renewals thereof, to the extent assignable;
7. All intangible rights and property, including Intellectual Property, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings;
8. All data and Records, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records, subject to legal requirements, and copies of all personnel Records;
9. All insurance benefits, including rights and proceeds (including insurance benefits relating to or arising from any Pre-need Contracts); and
10. All rights relating to deposits and prepaid expenses (including bank, trust, or other accounts relating to or arising from any Pre-need Contracts and endowment or perpetual care funds), claims for refunds and rights to offset in respect thereof.

*Provided, however,* that the SCI Divestiture Assets need not include:

- (i) assets located at facilities or offices not included in the SCI Divestiture Businesses and whose use is not exclusively or primarily related to the operation of the SCI Divestiture Businesses;
- (ii) vehicles used by the relevant SCI Divestiture Businesses if the Acquirer does not need them and the Commission approves the divestiture without such vehicles;
- (iii) rights in any lease of Tangible Personal Property that pertains to generally available property relating to office furniture, office equipment, or computers;
- (iv) rights in any national license, national supply or service agreement, national proprietary or licensed advertising program, or national proprietary product associated with SCI's Dignity Memorial program;
- (v) commercial names, trade names, "doing business as" (d/b/a) names, registered and unregistered trademarks, service marks and applications using the words "Service



Corporation International,” “SCI,” “Welsh,” “Chung Wah,” “Dignity” (including “Dignidad,” “Dignite,” and other translations of Dignity into languages other than English), or “Dignity Memorial;” or

(vi) any asset or agreement not covered by the previous exclusions if not needed by the Acquirer and the Commission approves the divestiture without it.

AA. “SCI Divestiture Businesses” means all activities conducted by SCI at the locations identified in Appendix A of this Order, relating to the provision of Funeral Services or Cemetery Services.

BB. “SCI License” means:

1. A worldwide, royalty-free, paid-up, perpetual, irrevocable, transferable, sublicensable, non-exclusive license under all Intellectual Property owned by or licensed to Respondent SCI relating to operation of the SCI Divestiture Businesses (other than Intellectual Property already included in the SCI Divestiture Assets), and
2. Such tangible embodiments of the licensed rights (including but not limited to physical and electronic copies) as may be necessary or appropriate to enable each Acquirer to use the rights.

*Provided, however,* that the SCILicense need not include rights to (i) commercial names, trade names, “doing business as” (d/b/a) names, registered and unregistered trademarks, service marks and applications using the words “Service Corporation International,” “SCI,” “Welsh,” “Dignity” (including “Dignidad,” “Dignite,” and other translations of Dignity into languages other than English), or “Dignity Memorial,” (ii) national proprietary or licensed advertising programs, (iii) national proprietary products associated with Respondents’ Dignity Memorial program, (iv) national proprietary software used to service a national network of funeral homes and cemeteries or generally available software, or (v) Intellectual Property not covered by the previous exclusions if not needed by the Acquirer and the Commission approves the divestiture without it.

CC. “Tangible Personal Property” means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than inventories) of every kind owned or leased by Respondents, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

- DD. “Transitional Services” means assistance with respect to providing Funeral Services or Cemetery Services, including assistance relating to administrative and support services except for accounting/billing, purchasing, and information systems.

## II.

### IT IS FURTHER ORDERED that:

- A. Respondents shall divest the SCI Divestiture Assets and Alderwoods Divestiture Assets (except that the Alternative Divestiture Assets shall be divested pursuant to Paragraph III.A. of this Order) at no minimum price, absolutely and in good faith, as on-going businesses, no later than 180 days from the Acquisition Date, to an Acquirer or Acquirers that receive the prior approval of the Commission and in a manner (including execution of a Divestiture Agreement with each Acquirer) that receives the prior approval of the Commission. Respondents shall comply with all provisions of any Divestiture Agreement approved by the Commission, and failure by Respondents to comply with any provision of a Divestiture Agreement shall constitute a failure to comply with this Order.
- B. Respondents shall divest each of the following groups of funeral homes and cemeteries to no more than one Acquirer per group:
1. **Abilene, Texas:** (i) Elmwood Funeral Home, 5750 US Highway 277S, Abilene, Texas, and (ii) Elmwood Memorial Park cemetery, 5750 US Highway 277S, Abilene, Texas.
  2. **Baton Rouge/Gonzales, Louisiana:** (i) Welsh Funeral Home, 426 W. New River St., Gonzales, Louisiana, (ii) Resthaven Gardens of Memory funeral home, 11817 Jefferson Highway, Baton Rouge, Louisiana, and (iii) Resthaven Gardens of Memory cemetery, 11817 Jefferson Highway, Baton Rouge, Louisiana.
  3. **Broward County and Miami-Dade County, Florida:** (i) Levitt-Weinstein Memorial Chapel, 3201 NW 72<sup>nd</sup> Avenue, Hollywood, Florida, (ii) Levitt-Weinstein Memorial Chapel, 8135 W. McNab Road, Tamarac, Florida, (iii) Levitt-Weinstein Memorial Chapel, 1921 Pembroke Road, Hollywood, Florida, (iv) Levitt-Weinstein, 7500 North State Road 7, Coconut Creek, Florida, (v) Beth David Memorial Gardens & Chapel cemetery, 3201 NW 72<sup>nd</sup> Avenue, Hollywood, Florida, (vi) Blasberg-Rubin-Zilbert Funeral Chapel, 720 71<sup>st</sup> Street, Miami Beach, Florida, (vii) Eternal Light Funeral Directors, Inc., 17250 West Dixie Highway, North Miami Beach, Florida, and (viii) Levitt-Weinstein Memorial Chapels, 18840 West Dixie Highway, North Miami Beach, Florida.

4. **Brownsville, Texas:** (i) Trevino Funeral Home, 1355 Old Port Isabel Road, Brownsville, Texas, and (ii) Darling-Mouser Funeral Home, 945 Palm Blvd., Brownsville, Texas.
5. **Fort Myers, Florida:** (i) Fort Myers Memorial Gardens Funeral Home, 1589 Colonial Blvd., Fort Myers, Florida, and (ii) Fort Myers Memorial Gardens cemetery, 1589 Colonial Blvd., Fort Myers, Florida.
6. **Lansing, Michigan:** (i) Estes-Leadley Holt/Delhi Chapel, 2121 Cedar Street, Holt, Michigan, and (ii) Estes-Leadley Greater Lansing Chapel, 325 W. Washtenaw Street, Lansing, Michigan.
7. **Lexington/West Columbia/Columbia, South Carolina:** (i) Caughman-Harman Funeral Home, 5400 Bush River Road, Columbia, South Carolina, (ii) Caughman-Harman Funeral Home, 820 West Dunbar Road, West Columbia, South Carolina, (iii) Bush River Memorial Gardens cemetery, 5400 Bush River Road, Columbia, South Carolina, (iv) Elmwood Cemetery, 501 Elmwood Avenue, Columbia, South Carolina, and (v) Southland Memorial Gardens, 700 West Dunbar Road, West Columbia, South Carolina.
8. **Lynchburg, Virginia:** (i) Diuguid Funeral Service, 811 Wiggington Road, Lynchburg, Virginia, and (ii) Diuguid Waterlick Chapel, 21914 Timberlake Road, Lynchburg, Virginia.
9. **Memphis, Tennessee:** (i) Memorial Park Funeral Home, 5668 Poplar Avenue, Memphis, Tennessee, and (ii) Memorial Park, Inc. cemetery, 5668 Poplar Avenue, Memphis, Tennessee.
10. **Merced, California:** (i) Ivers & Alcorn Funeral Home, 901 W. Main St., Merced, California, and (ii) Ivers & Alcorn Funeral Home, 3050 Winton Way, Atwater, California.
11. **Meridian/Newton, Mississippi:** (i) James F. Webb Funeral Home, 2514 7<sup>th</sup> Street, Meridian, Mississippi, and (ii) James F. Webb Funeral Home, 100 Old Highway 15 Loop, Newton, Mississippi.
12. **Miami-Dade County, Florida:** (i) Graceland Memorial Park North cemetery, 4420 SW 8<sup>th</sup> Street, Miami, Florida, and (ii) Graceland South Memorial Park, 13900 SW 117<sup>th</sup> Avenue, Miami, Florida.
13. **Northern Rockland County, New York:** (i) T.J. McGowan Sons Funeral Home, 71 North Central Highway, Garnerville, New York, and (ii) T.J. McGowan Sons Funeral Home, 133 Broadway, Haverstraw, New York.

- C. Notwithstanding any other provision of this Order, Respondents:
1. For a period not to exceed twelve (12) months after the date of their divestiture, shall allow the Acquirer of (i) Caughman-Harman Funeral Home, 820 West Dunbar Road, West Columbia, South Carolina, and Caughman-Harman Funeral Home, 5400 Bush River Road, Columbia, South Carolina, to use the commercial, trade, or business name of “Caughman-Harman,” and (ii) Welsh Funeral Home, 426 W. New River St., Gonzales, Louisiana, to use the commercial, trade, or business name of “Welsh.” The new trade names, commercial names, or other names (“Names”) under which the Acquirer seeks to conduct business for each of these funeral homes shall not include any of the Names, words, or other names or designations that are assets of the businesses being retained by Respondents.
  2. For a period not to exceed twelve (12) months from the Acquisition Date, may continue to use the following commercial, trade, or business names for the following funeral homes to be retained by Respondents (“Retained Funeral Homes”): (i) “Hankins & Whittington” for the funeral home located at 5301 Albemarle Road, Charlotte, North Carolina, (ii) “Levitt-Weinstein Memorial Chapel” for the funeral homes located at 5900 SW 77<sup>th</sup> St., Miami, Florida, 5411 Okeechobee Blvd., West Palm Beach, Florida, and 701 North Congress Ave., Boynton Beach, Florida, and (iii) “T.J. McGowan” for the funeral home located at 113 Lake Rd. East, Congers, New York. The Names under which Respondents seek to conduct business for each of the Retained Funeral Homes shall not include any of the Names, words, or other names or designations that are assets of the relevant businesses within the Divestiture Businesses.
- D. No later than the date of each divestiture of a business within the Divestiture Businesses, Respondents shall secure all consents, assignments, and waivers from all Persons that are necessary for the divestiture of such business or assets to an Acquirer.
- E. No later than the date of each divestiture of a business within the Divestiture Businesses, Respondents shall grant:
1. An SCI License to each Acquirer of a funeral home or cemetery that is part of the SCI Divestiture Businesses for any use in any business providing Funeral Services or Cemetery Services, and shall take all actions necessary to facilitate the unrestricted use of the license; and
  2. An Alderwoods License to each Acquirer of a funeral home or cemetery that is part of the Alderwoods Divestiture Businesses for any use in any business providing Funeral Services or Cemetery Services, and shall take all actions necessary to facilitate the unrestricted use of the license.

F. At the request of any Acquirer of a Divestiture Business, within thirty (30) days of consummating that acquisition, for a period not to exceed six (6) months from the date Respondents divest that Divestiture Business, and in a manner (including pursuant to an agreement) that receives the prior approval of the Commission:

1. Respondents shall provide Transitional Services to such Acquirer sufficient to enable the Acquirer to operate the divested business in substantially the same manner that Respondents conducted the divested business prior to the divestiture; and
2. Respondents shall provide the Transitional Services required by this Paragraph at substantially the same level and quality as such services are provided by Respondents in connection with its operation of the divested business prior to the divestiture.

*Provided, however,* that Respondents shall not (i) require the Acquirer to pay compensation for Transitional Services that exceeds the Direct Cost of providing such goods and services, or (ii) terminate its obligation to provide Transitional Services because of a material breach by the Acquirer of any agreement to provide such assistance, in the absence of a final order of a court of competent jurisdiction.

G. At the request of any Acquirer, Respondents shall use their best efforts to assist such Acquirer in the fulfillment of any Pre-need Contract relating to the sale of a Dignity Memorial Funeral Plan entered into by Respondents prior to the date of divestiture of the applicable funeral home or cemetery; *provided, however,* that this Paragraph requires Respondents to assist only with such goods and services that such Acquirer cannot reasonably provide on its own.

H. Respondents shall allow every Acquirer an opportunity to recruit and employ any Divestiture Business Employee(s) under the following terms and conditions:

1. No later than one week after execution of a Divestiture Agreement, Respondents shall (i) identify each Divestiture Business Employee, (ii) allow the Acquirer an opportunity to interview any such employee, and (iii) allow the Acquirer to inspect the personnel files and other documentation relating to any such employee, to the extent permissible under applicable laws.
2. Respondents shall (i) not offer any incentive to any Divestiture Business Employee to decline employment with the Acquirer, (ii) remove any contractual impediments with Respondents that may deter any Divestiture Business Employee from accepting employment with the Acquirer, including, but not limited to, any non-compete or confidentiality provisions of employment or other contracts with Respondents that would affect the ability of such employee to be employed by the

Acquirer, and (iii) not otherwise interfere with the recruitment of any Divestiture Business Employee by the Acquirer.

3. Respondents shall (i) vest all current and accrued pension benefits as of the date of transition of employment with the Acquirer for any Divestiture Business Employee who accepts an offer of employment from the Acquirer no later than thirty (30) days from the date Respondents divest the relevant assets and, if necessary, (ii) provide any Key Employee to whom the Acquirer has made an offer of employment with reasonable financial incentives to accept a position with the Acquirer at the time of divestiture of the corresponding businesses and assets.
4. For a period of two (2) years commencing at the date of divestiture applicable to the relevant business within the Divestiture Businesses, Respondents shall not, directly or indirectly, solicit, induce or attempt to solicit or induce any Divestiture Business Employee(s) who has accepted offers of employment with the Acquirer, or who is employed by the Acquirer, to terminate their employment relationship with the Acquirer; *provided, however*, a violation of this provision will not occur if: (1) the individual's employment has been terminated by the Acquirer, (2) Respondents advertise for employees in newspapers, trade publications, or other media not targeted specifically at the employees, or (3) Respondents hire employees who apply for employment with Respondents, so long as such employees were not solicited by Respondents in violation of this paragraph.
  - I. Respondents shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce a consumer who has a Pre-need Contract to terminate such contract and enter into a Pre-need Contract with Respondents; *provided, however*, a violation of this provision will not occur if: (1) a consumer initiates communications with Respondents regarding a Pre-need Contract; or (2) Respondents' advertise in newspapers, trade publications, or other media in a manner not targeted specifically at customers of any Acquirer.
  - J. The purpose of the divestiture of the Divestiture Businesses is to ensure the continued use of the assets in the same businesses in which such assets were engaged at the time of the announcement of the Acquisition by Respondents and to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint.

### **III.**

**IT IS FURTHER ORDERED** that:

- A. No later than 180 days from the Acquisition Date, for each of the areas of Anchorage, Alaska; Hobbs, New Mexico; Klamath Falls, Oregon; Mansfield, Ohio; Pascagoula, Mississippi; and Williamsburg, Virginia (hereinafter "Dignity Area(s)"); Respondents shall either:

1. Terminate the Dignity Memorial Affiliate Agreement with each Dignity Affiliate in that Dignity Area; *provided, however*, that Respondents shall use their best efforts to assist any Dignity Affiliate in the fulfillment of any Pre-need Contract relating to the sale of a Dignity Memorial funeral plan entered into prior to the date each agreement is terminated; *provided further, however*, that Respondents shall assist only with such goods and services that each Dignity Affiliate cannot reasonably provide on its own; or
2. Divest the Alternative Divestiture Assets in that Dignity Area at no minimum price, absolutely and in good faith, as an on-going business, to an Acquirer that receives the prior approval of the Commission and in a manner (including execution of a Divestiture Agreement with each Acquirer) that receives the prior approval of the Commission and that satisfies the requirements of Paragraph II of this Order.

B. Respondents shall:

1. Except in the course of performing any obligations under this Order, or in enforcing its Intellectual Property rights relating to “Dignity” (including “Dignidad,” “Dignite” and other translations of Dignity into languages other than English) and “Dignity Memorial,” (i) not provide, disclose or otherwise make available Dignity Affiliate Confidential Business Information to any Person, and (ii) not use Dignity Affiliate Confidential Business Information for any reason or purpose.
2. Disclose Dignity Affiliate Confidential Business Information (i) only to those Persons who require such information for the purposes permitted under Paragraph III.B.1., (ii) only to the extent such Dignity Affiliate Confidential Business Information is required, and (iii) only to those Persons who agree in writing to maintain the confidentiality of such information.
3. Enforce the terms of this Paragraph III.B. as to any Person and take such action as is necessary to cause each such Person to comply with the terms of this Paragraph III.B., including training of Respondents’ employees and all other actions that Respondents would take to protect their own trade secrets and proprietary information.

C. Until such time as Respondents have either terminated the Dignity Memorial Affiliate Agreement with each Dignity Affiliate in accordance with the requirements of Paragraph III.A.1. or divested the correlating Alternative Divestiture Assets pursuant to Paragraph III.A.2., Respondents shall not, directly or indirectly, or through any corporate or other device, enter into or enforce any agreement (except that Respondents may enforce their

Intellectual Property rights relating to “Dignity” (including “Dignidad,” “Dignite” and other translations of Dignity into languages other than English) and “Dignity Memorial”), or exchange or facilitate in any manner, the exchange or transfer of information from Respondents to any current or former Dignity Affiliate, regarding actual, suggested, or future prices, or other terms or conditions of sale, of Funeral Services.

#### IV.

**IT IS FURTHER ORDERED** that:

- A. Except in the course of performing obligations under any Divestiture Agreement, this Order, or as permitted by the Order to Hold Separate and Maintain Assets, Respondents shall not (i) provide, disclose or otherwise make available Divestiture Businesses Confidential Business Information to any Person and (ii) use Divestiture Businesses Confidential Business Information for any reason or purpose.
- B. Respondents shall disclose Divestiture Businesses Confidential Business Information (i) only to those Persons who require such information for the purposes permitted under Paragraph IV.A., (ii) only to the extent such Divestiture Businesses Confidential Business Information is required, and (iii) only to those Persons who agree in writing to maintain the confidentiality of such information.
- C. Respondents shall enforce the terms of this Paragraph IV as to any Person other than the Acquirers of the Divestiture Businesses and take such action as is necessary to cause each such Person to comply with the terms of this Paragraph IV, including training of Respondents’ employees and all other actions that Respondents would take to protect their own trade secrets and proprietary information.

#### V.

**IT IS FURTHER ORDERED** that:

- A. For a period of ten (10) years from the date this Order becomes final, Respondents shall not, without providing advance written notification to the Commission, with respect to any of the areas listed in Appendix E of this Order: (i) acquire, directly or indirectly, through subsidiaries or otherwise, any leasehold, ownership interest, or any other interest, in whole or in part, in any concern, corporate or non-corporate, or in any assets engaged in the provision of Funeral Services or Cemetery Services or (ii) enter into a Dignity Memorial Affiliate Agreement with any Person engaged in the provision of Funeral Services; *provided, however*, that with respect to any Dignity Area(s) for which Respondents do not terminate the applicable Dignity Memorial Affiliate Agreement pursuant to Paragraph III.A. of this Order, the prior notice requirement of this Paragraph



V.A. shall not apply if Respondents renew the Dignity Memorial Affiliate Agreement with the Dignity Affiliate.

- B. The prior notification required by this Paragraph V shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as “the Notification”), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of the Respondents and not of any other party to the transaction. Respondents shall provide the Notification to the Commission at least thirty (30) days prior to consummating the transaction (hereinafter referred to as the “first waiting period”). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), the acquiring party shall not consummate the transaction until thirty (30) days after submitting such additional information or documentary material. Early termination of the waiting periods in this Paragraph V may be requested and, where appropriate, granted by letter from the Bureau of Competition. Provided, however, that prior notification shall not be required by this Paragraph for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. 18a.

## VI.

**IT IS FURTHER ORDERED** that:

- A. If Respondents have not divested all of the Divestiture Businesses as required by Paragraphs II.A. and III.A. of this Order, the Commission may appoint one or more Persons as Divestiture Trustee to divest the SCI Divestiture Assets and Alderwoods Divestiture Assets in a manner that satisfies the requirements of this Order. The Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as Interim Monitor pursuant to the relevant provisions of the Order to Hold Separate and Maintain Assets.
- B. In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to divest the relevant assets in accordance with the terms of this Order. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade

Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.

- C. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- D. Within ten (10) days after appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestiture or transfer required by the Order.
- E. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
  - 1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed.
  - 2. The Divestiture Trustee shall have twelve (12) months from the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission.
  - 3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the

divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph VI in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

4. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer as required by this Order; *provided, however,* if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring entity selected by Respondents from among those approved by the Commission; *provided further, however,* that Respondents shall select such entity within five (5) days of receiving notification of the Commission's approval.
5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.
6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence or willful misconduct by the Divestiture Trustee. For purposes of this Paragraph VI.E.6., the term "Divestiture Trustee" shall include all Persons retained by the Divestiture Trustee pursuant to Paragraph VI.E.5. of this Order.

7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.
  8. The Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.
  9. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.
- F. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph VI.
- G. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.

## VII.

**IT IS FURTHER ORDERED** that within thirty (30) days after the date this Order becomes final and every thirty (30) days thereafter until Respondents have fully complied with the provisions of Paragraphs II and III of this Order, and annually thereafter on the anniversary of the date this Order becomes final, until Respondents have fully complied with this Order, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with Paragraphs II through V of this Order. Respondents shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with Paragraphs II through V of the Order, including a description of all substantive contacts or negotiations relating to the divestiture and approval, and the identities of all parties contacted. Respondents shall include in their compliance reports copies, other than of privileged materials, of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning the divestiture and approval. The final compliance report required by this Paragraph VII shall include a statement that the divestiture has been accomplished in the manner approved by the Commission and shall include the date the divestiture was accomplished.

## VIII.

**IT IS FURTHER ORDERED** that Respondents shall notify the Commission at least thirty (30) days prior to any proposed (1) dissolution of the Respondents, (2) acquisition, merger or consolidation of Respondents, or (3) any other change in the Respondents that may affect compliance obligations arising out of this Order, including but not limited to assignment, the creation or dissolution of subsidiaries, or any other change in Respondents.

## IX.

**IT IS FURTHER ORDERED** that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents, with respect to any matter contained in this Order, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours and in the presence of counsel, to all facilities and access to inspect and copy all non-privileged books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Respondents; and
- B. Upon five (5) days' notice to Respondents and without restraint or interference from them, to interview officers, directors, or employees of Respondents, who may have counsel present.

## X.

**IT IS FURTHER ORDERED** that this Order shall terminate ten (10) years from the date this Order becomes final.

By the Commission.

Donald S. Clark  
Secretary

SEAL  
ISSUED:

## Appendix A

### SCI Businesses As To Which Assets Are To Be Divested

<b>Relevant Market</b>	<b>FH/CE</b>	<b>Name</b>	<b>Property Address</b>
Abilene, TX	FH	Elmwood Funeral Home	5750 U.S. Highway 277S Abilene, TX
Abilene, TX	CE	Elmwood Memorial Park	5750 U.S. Highway 277S Abilene, TX
Alhambra, CA	FH	Universal Chung Wah Funeral Directors	225 North Garfield Avenue Alhambra, CA
Cartersville, GA	FH	Parnick Jennings Funeral Home & Cremation Services	430 Cassville Road Cartersville, GA
Fort Myers, FL	FH	Fort Myers Memorial Gardens Funeral Home	1589 Colonial Blvd. Fort Myers, FL
Fort Myers, FL	CE	Fort Myers Memorial Gardens	1589 Colonial Blvd. Fort Myers, FL
Gonzales, LA	FH	Welsh Funeral Home	426 W. New River St. Gonzalez, LA
Greensboro, NC	FH	Lambeth Troxler Funeral Home	300 W Wendover Avenue Greensboro, NC
Lansing, MI	FH	Estes-Leadley Holt/Delhi Chapel	2121 Cedar Street Holt, MI
Lansing, MI	FH	Estes-Leadley Greater Lansing Chapel	325 W Washtenaw Street Lansing, MI
Macon, GA	CE	Glen Haven Memorial Gardens	7070 Houston Road Macon, GA
Merced, CA	FH	Ivers & Alcorn Funeral Home	901 W. Main St. Merced, CA
Merced, CA	FH	Ivers & Alcorn Funeral Home	3050 Winton Way Atwater, CA
Meridian, MS	FH	James F. Webb Funeral Home	2514 7 <sup>th</sup> Street Meridian, MS

<b>Relevant Market</b>	<b>FH/CE</b>	<b>Name</b>	<b>Property Address</b>
Newton, MS	FH	James F. Webb Funeral Home	100 Old Highway 15 Loop Newton, MS
Odessa, TX	FH	Sunset Memorial Funeral Home	6801 E. Highway 80 Odessa, TX

## Appendix B

### Alderwoods Businesses As To Which Assets Are To Be Divested

<b>Relevant Market</b>	<b>FH/CE</b>	<b>Name</b>	<b>Property Address</b>
Baton Rouge, LA	FH	Resthaven Gardens of Memory	11817 Jefferson Hwy Baton Rouge, LA
Baton Rouge, LA	CE	Resthaven Gardens of Memory	11817 Jefferson Hwy Baton Rouge, LA
Bradenton and Palmetto, FL	CE	Skyway Memorial Gardens	5200 US Highway 19 Palmetto, FL
Broward County, FL	FH	Levitt-Weinstein Memorial Chapel	3201 NW 72 <sup>nd</sup> Avenue Hollywood, FL
Broward County, FL	FH	Levitt-Weinstein Memorial Chapel	8135 W McNab Road Tamarac, FL
Broward County, FL	FH	Levitt-Weinstein Memorial Chapel	1921 Pembroke Road Hollywood, FL
Broward County, FL	FH	Levitt-Weinstein Memorial Chapel	7500 North State Road 7 Coconut Creek, FL
Broward County, FL	CE	Beth David Memorial Gardens & Chapel	3201 NW 72 <sup>nd</sup> Avenue Hollywood, FL
Brownsville, TX	FH	Trevino Funeral Home	1355 Old Port Isabel Road Brownsville, TX
Brownsville, TX	FH	Darling-Mouser Funeral Home	945 Palm Blvd. Brownsville, TX
Charlotte, NC	FH	Hankins & Whittington - Dilworth Chapel	1111 East Blvd. Charlotte, NC
Hanford, CA	FH	Whitehurst-McNamara Funeral Service	100 W. Bush St. Hanford, CA
Columbia and Lexington, SC	CE	Bush River Memorial Gardens	5400 Bush River Road Columbia, SC
Columbia and Lexington, SC	CE	Elmwood Cemetery	501 Elmwood Avenue Columbia, SC



<b>Relevant Market</b>	<b>FH/CE</b>	<b>Name</b>	<b>Property Address</b>
Columbia and Lexington, SC	CE	Southland Memorial Gardens	700 W Dunbar Road West Columbia, SC
Conroe, TX	CE	Conroe Memorial Park	1600 Porter Road Conroe, TX
Killeen, TX	FH	Harper-Talasek Funeral Home	506 N. 38 <sup>th</sup> Street Killeen, TX
Lexington/West Columbia, SC	FH	Caughman-Harman Funeral Home	5400 Bush River Road Columbia, SC
Lexington/West Columbia, SC	FH	Caughman-Harman Funeral Home	820 West Dunbar Road West Columbia, SC
Lynchburg, VA	FH	Diuguid Funeral Service	811 Wiggington Road Lynchburg, VA
Lynchburg, VA	FH	Diuguid Waterlick Chapel	21914 Timberlake Road Lynchburg, VA
Manassas, VA	FH	Lee Funeral Home	8521 Sudley Road Manassas, VA
Memphis, TN	FH	Memorial Park Funeral Home	5668 Poplar Avenue Memphis, TN
Memphis, TN	CE	Memorial Park, Inc.	5668 Poplar Avenue Memphis, TN
Miami-Dade County, FL	FH	Blasberg-Rubin-Zilbert Funeral Chapel	720 71 <sup>st</sup> Street Miami Beach, FL
Miami-Dade County, FL	FH	Eternal Light Funeral Directors, Inc.	17250 West Dixie Hwy North Miami Beach, FL
Miami-Dade County, FL	FH	Levitt-Weinstein Memorial Chapels	18840 West Dixie Hwy North Miami Beach, FL
Miami-Dade County, FL	CE	Graceland Memorial Park North	4420 SW 8 <sup>th</sup> Street Miami, FL
Miami-Dade County, FL	CE	Graceland South Memorial Park	13900 SW 117 <sup>th</sup> Ave. Miami, FL
Nashville, TN	CE	Spring Hill Funeral Home & Cemetery	5110 Gallatin Pike Nashville, TN

<b>Relevant Market</b>	<b>FH/CE</b>	<b>Name</b>	<b>Property Address</b>
Port Orange, FL	FH	Cardwell & Maloney Funeral Home	3571 S. Ridgewood Ave. Port Orange, FL
Northern Rockland County, NY	FH	T.J. McGowan Sons Funeral Home	71 North Central Highway Garnerville, NY
Northern Rockland County, NY	FH	T.J. McGowan Sons Funeral Home	133 Broadway Haverstraw, NY
Seguin, TX	FH	Palmer Mortuary, Inc.	1116 N. Austin St. Seguin, TX
Tulare, CA	FH	Miller's Tulare Funeral Home	151 North H Street Tulare, CA
Southern Ventura County, CA	FH	Conejo Mountain Funeral Home & Memorial Park	2052 Howard Road Camarillo, CA
Ventura County, CA	CE	Conejo Mountain Funeral Home & Memorial Park	2052 Howard Road Camarillo, CA
Yakima, WA	FH	Shaw & Sons Funeral Directors, Inc.	201 N. 2 <sup>nd</sup> Street Yakima, WA
Yuma, AZ	FH	Yuma Mortuary & Crematory	551 West 16 <sup>th</sup> Street Yuma, AZ

## Appendix C

### Dignity Affiliates

Relevant Market	Funeral Home	Property Address
Anchorage, AK	Kehl's Forest Lawn Mortuary	11621 Old Seward Highway Anchorage, AK
Anchorage, AK	Witzleben Family Funeral Home	1707 S. Bragaw St. Anchorage, AK
Hobbs, NM	Chapel of Hope	3321 N. Dal Paso Street Hobbs, NM
Klamath Falls, OR	Eternal Hills Funeral Home	4711 Highway 39 Klamath Falls, OR
Mansfield, OH	Wappner Funeral Home	98 South Diamond St. Mansfield, OH
Mansfield, OH	Wappner Funeral Home	100 S. Lexington Springmill Rd. Mansfield, OH
Pascagoula, MS	O'Bryant-O'Keefe Funeral Home	4811 Telephone Road Pascagoula, MS
Pascagoula, MS	O'Bryant-O'Keefe Gautier Funeral Home	3290 Ladnier Road Gautier, MS
Williamsburg, VA	Nelsen Funeral Home	3785 Strawberry Plains Road Williamsburg, VA

## Appendix D

Alderwoods Businesses As To Which Assets  
May Be Divested Pursuant to Paragraph III.A.

<b>Relevant Market</b>	<b>Funeral Home</b>	<b>Property Address</b>
Anchorage, AK	Evergreen Memorial Chapel	737 E Street Anchorage, AK
Anchorage, AK	Alaska Cremation Center	3804 Spenard Road Anchorage, AK
Anchorage, AK	Evergreen's Eagle River Funeral Home	11046 Chugiak Dr. Eagle River, AK
Hobbs, NM	Griffin Funeral Home	401 North Dalmont Hobbs, NM
Klamath Falls, OR	O'Hair & Riggs Funeral Chapel	515 Pine Street Klamath Falls, OR
Mansfield, OH	Finefrock-Williams Funeral Home	350 Marion Ave. Mansfield, OH
Pascagoula, MS	Holder Wells Funeral Home	4007 Main St. Moss Point, MS
Williamsburg, VA	Bucktrout of Williamsburg	4124 Ironbound Rd. Williamsburg, VA

## Appendix E

### Prior Notice - Funeral Homes

Area	Area Definition
Abilene, TX	Within a 10 mile radius of Elmwood Funeral Home, 5701 US Highway 277S, Abilene, TX
Alhambra, CA	Within an 8 mile radius of Rose Hills Mortuary, 205 S. Chapel Ave., Alhambra, CA, except that the prior notice requirement shall include only those facilities that provide the customs and rituals that primarily serve the Chinese community
Anchorage, AK	Within a 15 mile radius of Evergreen Memorial Chapel, 737 E Street, Anchorage, AK
Baton Rouge, LA	Within any zip code that begins with "708" in East Baton Rouge Parish plus zip code 70767
Broward County, FL	Within Broward County plus any part of Palm Beach County south of Latitude 26° 28' 23.8944" N (26.473304N), but including Lorne Funeral Home, 745 N.E. Sixth Street, Delray Beach, Florida, except that the prior notice requirement shall include only those facilities that provide the customs and rituals that primarily serve the Jewish community
Brownsville, TX	Within a 10 mile radius of Buena Vista Funeral Home, 5 McDavitt Blvd., Brownsville, TX
Cartersville, GA	Within an 18 mile radius of Owen Funeral Home, 12 Collins Drive, Cartersville, GA, except that the prior notice Area Definition shall not include Cherokee County
Charlotte, NC	Within Mecklenberg County plus the zip codes 28079 and 28104
Fort Myers, FL	Within a 15 mile radius of Lee Memorial Park Funeral Home, 12777 State Road 82, Fort Myers, FL, except that the prior notice Area Definition shall not extend north of the Caloosahatchee River
Gonzales, LA	Within an 10 mile radius of Ourso Funeral Home, 13533 Airline Hwy, Gonzales, LA

Area	Area Definition
Greensboro, NC	Within Guilford County
Hanford, CA	Within a 10 mile radius of People’s Funeral Chapel, 501 N. Douty Street, Hanford, CA
Hobbs, NM	Within a 10 mile radius of Griffin Funeral Home, 401 North Dalmont, Hobbs, NM
Killeen, TX	Within a 10 mile radius of Crawford-Bowers Funeral Home, 1615 S. Fort Hood Drive, Killeen, TX
Klamath Falls, OR	Within a 10 mile radius of O’Hair & Riggs Funeral Chapel, 515 Pine Street, Klamath Falls, OR
Lansing, MI	Within a 17 mile radius of Gorsline Runciman Funeral Home, 900 E. Michigan Ave., Lansing, MI
Lexington/West Columbia, SC	Within a 10 mile radius of Woodridge Funeral Home, 138 Corley Mill Rd., Lexington, SC
Lynchburg, VA	Within a 15 mile radius of Whitten Funeral Home, 1336 Park Ave., Lynchburg, VA
Manassas, VA	Within a 10 mile radius of Lee Funeral Home, 8521 Sudley Road, Manassas, VA
Mansfield, OH	Within a 10 mile radius of Finefrock-Williams Funeral Home, 350 Marion Ave, Mansfield, OH
Memphis, TN	Within a 15 mile radius of Family Funeral Care, 4925 Summer Ave., Memphis, TN
Merced, CA	Within a 10 mile radius of Stratford Evans Merced Funeral Home, 1490 B Street, Merced, CA
Meridian, MS	Within a 10 mile radius of Stephens Funeral Home, 2800 Old North Hills St., Meridian, MS
Miami-Dade County, FL	Within Miami-Dade County, except that the prior notice requirement shall include only those facilities that provide the customs and rituals that primarily serve the Jewish community
Newton, MS	Within a 10 mile radius of James F. Webb Funeral Home, 100 Old Highway 15 Loop, Newton, MS

Area	Area Definition
Odessa, TX	Within a 10 mile radius of Odessa Funeral Home Angeles Memorial Chapel, 1700 N. Jackson Avenue, Odessa, TX
Pascagoula, MS	Within a 10 mile radius of Holder Wells Funeral Home, 4007 Main Street, Moss Point, MS
Port Orange, FL	Within a 10 mile radius of Volusia Memorial Funeral Home, 4815 S. Clyde Morris Blvd., Port Orange, FL
Northern Rockland County, NY	Within a 10 mile radius of Michael J. Higgins Funeral Service, 73 North Liberty Drive, Stony Point, NY, except that the prior notice Area Definition shall not extend outside Rockland County
Seguin, TX	Within a 14 mile radius of Goetz Funeral Home, 713 N. Austin Street, Seguin, TX
Tulare, CA	Within a 10 mile radius of Goble-Miller Funeral Chapel, 144 S. L Street, Tulare, CA
Southern Ventura County, CA	Within a 20 mile radius of 1075 Daily Drive, Camarillo, CA
Williamsburg, VA	Within an 10 mile radius of Bucktrout of Williamsburg, 4124 Ironbound Road, Williamsburg, VA
Yakima, WA	Within a 10 mile radius of Langevin-Mussetter Funeral Home, 1010 W. Yakima Ave., Yakima, WA
Yuma, AZ	Within a 15 mile radius of Johnson Mortuary Desert Lawn, 1415 S. 1 <sup>st</sup> Ave., Yuma, AZ

Prior Notice - Cemeteries

Area	Area Definition
Abilene, TX	Within a 10 mile radius of Elliott-Hamil Garden of Memory, 5701 US Highway 277S, Abilene, TX
Baton Rouge, LA	Within a 10 mile radius of Greenoaks Memorial Park, 9595 Florida Blvd., Baton Rouge, LA
Bradenton and Palmetto, FL	Within a 10 mile radius of Mansion Memorial Park, 1400 36 <sup>th</sup> Ave E, Ellenton, FL
Broward County, FL	Within Broward County plus any part of Palm Beach County south of Latitude 26° 28' 23.8944" N (26.473304N), but in any event including Lorne Funeral Home, 745 N.E. Sixth Street, Delray Beach, FL, except that the prior notice requirement shall include only those facilities that provide the customs and rituals that primarily serve the Jewish community
Columbia/Lexington, SC	Within a 20 mile radius of Elmwood Cemetery, 501 Elmwood Ave., Columbia, SC
Conroe, TX	Within a 25 mile radius of Garden Park, 801 Teas Rd., Conroe, TX
Fort Myers, FL	Within Lee County
Macon, GA	Within a 20 mile radius of 826 Eisenhower Parkway, Macon, GA
Memphis, TN	Within a 20 mile radius of Memphis Memory Gardens, 6444 Raleigh Lagrange Rd., Memphis, TN, except that the prior notice Area Definition shall not extend outside of Shelby County, but shall include the zip codes 38637, 38654, 38671, 38672, 38680
Miami-Dade County, FL	Miami-Dade County plus any part of Broward County south of Latitude 26° 1' 21.9612" N (26.022767N), but including Beth David Memorial Gardens, 3201 NW 72 <sup>nd</sup> Ave., Hollywood, FL



<b>Area</b>	<b>Area Definition</b>
Nashville, TN	Within a 20 mile radius of City Cemetery, 1001 4 <sup>th</sup> Ave S, Nashville, TN, except that the prior notice Area Definition shall exclude Williamson County
Ventura County, CA	Within a 25 mile radius of Conejo Mountain Funeral Home & Memorial Park, 2052 Howard Rd., Camarillo, CA