

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Edith Ramirez, Chairwoman
Julie Brill
Maureen K. Ohlhausen
Joshua D. Wright

_____)	
In the Matter of)	
)	
Service Corporation International,)	Docket No. C-
a corporation, and)	
)	
Stewart Enterprises, Inc.,)	
a corporation.)	
_____)	

DECISION AND ORDER

The Federal Trade Commission, having initiated an investigation of the proposed acquisition by Respondent Service Corporation International (“SCI”) of the outstanding voting securities of Respondent Stewart Enterprises, Inc. (“Stewart”), and Respondents having been furnished thereafter with a copy of a draft of complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing consent orders (“Consent Agreement”), an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a complaint should issue stating its charges in that respect, and having thereupon issued its complaint and its Order to Hold Separate and Maintain Assets (“Hold Separate Order”) 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 enters the following Decision and Order (“Order”):

1. Respondent Service Corporation International is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Texas, with its corporate office and principal place of business located at 1929 Allen Parkway, Houston, Texas 77019.
2. Respondent Stewart Enterprises, Inc., is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Louisiana, with its corporate office and principal place of business located at 1333 South Clearview Parkway, Jefferson, Louisiana 70121.
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; and the subsidiaries, divisions, groups, and affiliates in each case controlled by Service Corporation International (including, after the Acquisition, Stewart) and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Stewart” means Stewart Enterprises, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the subsidiaries, divisions, groups, and affiliates in each case controlled by Stewart Enterprises, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Commission” means the Federal Trade Commission.
- D. “Acquirer” means any Person that receives the prior approval of the Commission to acquire any of the Divestiture Assets pursuant to this Order.
- E. “Acquisition” means the proposed acquisition described in the Agreement and Plan of Merger among Service Corporation International, RIO Acquisition Corp. and Stewart Enterprises, Inc., dated as of May 28, 2013.
- F. “Acquisition Date” means the date the Acquisition is consummated.

- G. “Cemetery Services” means all activities relating to the promotion, marketing, sale, and provision of property, goods, and services, to provide for the final disposition of human remains in a cemetery, whether by burial, entombment in a mausoleum or crypt, disposition in a niche, or scattering of cremated remains on the cemetery grounds.
- H. “Confidential Information” means competitively sensitive, proprietary, and all other business information of any kind, including any and all of the following information:
1. all information that is a trade secret under applicable trade secret or other law;
 2. all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, software and computer software and database technologies, systems, structures, and architectures;
 3. all information concerning the relevant business (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants’ materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, client and customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials); and
 4. all notes, analyses, compilations, studies, summaries and other material to the extent containing or based, in whole or in part, upon any of the information described above;

PROVIDED, HOWEVER, that Confidential Information shall not include information that (i) was, is, or becomes generally available to the public other than as a result of a breach of this Order; (ii) was or is developed independently of and without reference to any Confidential Information; or (iii) was available, or becomes available, on a non-confidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

- I. “Contract” means any agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied), whether or not legally binding; including, but not limited to, Pre-Need Contracts.
- J. “Corporate Trade Names” means the following commercial names, trade names, “doing business as (d/b/a) names, registered and unregistered trademarks and service marks: “Service Corporation International,” “SCI,” “Dignity” (including “Dignidad,” “Dignite,” and other translations of Dignity into languages other than English), “Dignity Memorial,”

“Alderwoods,” “Keystone,” “Key Memories,” “Stewart,” “Stewart Enterprises,” “STEI,” “SE,” and “Simplicity Plan.”

- K. “Direct Cost” means the actual cost of labor, including employee benefits, materials, resources, travel expenses, services, the actual cost of any third-party charges, and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service.
- L. “Divestiture Agreement” means any agreement between Respondents (or between a Divestiture Trustee) and an Acquirer to divest the Divestiture Assets, or otherwise to accomplish the requirements of this Order, and all amendments, exhibits, attachments, agreements, and schedules thereto, that have been approved by the Commission to accomplish the requirements of this Order.
- M. “Divestiture Assets” means all of Respondents’ right, title, and interest in and to all property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, and any improvements or additions thereto, relating to operation of the Divestiture Business, including, but not limited to:
1. all real property interests (including fee simple interests and real property leasehold interests), including all easements, and appurtenances, 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 the Divestiture Business since the date of the announcement of the Acquisition, and not replaced, if such property is necessary to operate a Divestiture Business as a going concern, unless such Tangible Personal Property was removed in the ordinary course of business and has a replacement cost of less than \$5,000;
 3. all inventories;
 4. all (i) trade accounts receivable and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers, (ii) all other accounts or notes receivable and the full benefit of all security for such accounts or notes and (iii) any claim, remedy or other right related to any of the foregoing;
 5. all Contracts and all outstanding offers or solicitations to enter into any Contract, and all rights thereunder and related thereto;
 6. all consents, licenses, 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 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, and copies of all personnel Records (to the extent permitted by law);
8. all intangible rights and property, including Intellectual Property owned or licensed (as licensor or licensee) by Respondents, going concern value, goodwill, and telephone and telecopy listings;
9. all insurance benefits, including rights and proceeds; and
10. all rights relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;

PROVIDED, HOWEVER, that the Divestiture Assets need not include any:

- (i) Retained Assets;
 - (ii) Retained Intellectual Property; and
 - (iii) Assets not needed by Acquirer and the Commission approves the divestiture required by Paragraph II.A. of this Order without such assets.
- N. “Divestiture Business” means the provision of Funeral Services, Cemetery Services, or both, by Respondents prior to the Acquisition at the locations identified in Appendix A to this Order.
- O. “Divestiture Business Employee” means any individual (i) who is or was employed by Respondents on a full-time, part-time, or contract basis as of the Acquisition Date and (ii) whose job responsibilities related primarily to the Divestiture Business at any time as of and after the date of the announcement of the Acquisition.
- P. “Divestiture Date” means the date on which Respondents (or the Divestiture Trustee) close on any transaction to divest any of the Divestiture Assets to an Acquirer.
- Q. “Employee Information” means employment information relating to any Divestiture Business Employee, to the extent permitted by law, including, but not limited to, name, job title or position, date of hire, description of job responsibilities, salary or current wages, the most recent bonus paid, employment status (*i.e.*, active or on leave or disability; full-time or part-time; contract), any other material terms and conditions of employment

in regard to such employee that are not otherwise generally available to similarly situated employees, and employee benefit plans.

- R. “Funeral Services” means all activities relating to the promotion, marketing, sale, and provision of funeral services and funeral goods, including, but not limited to, goods and services used to remove, care for, and prepare bodies for burial, cremation, or other final disposition; and goods and services used to arrange, supervise, or conduct the funeral ceremony or final disposition of human remains.
- S. “Hold Separate Business” means the business, assets, and employees identified in the Hold Separate Order that Respondents shall hold separate pursuant to the Hold Separate Order.
- T. “Hold Separate Employees” means the Divestiture Business Employees identified in Paragraph I.S. of the Hold Separate Order.
- U. “Intellectual Property” means all intellectual property, including (i) commercial names, all assumed fictional business names, trade names, “doing business as” (d/b/a names), registered and unregistered trademarks, 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 rights in mask works; (v) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings, and blue prints; (vi) and all rights in internet web sites and internet domain names presently used.
- V. “Key Employee” means (i) funeral home Divestiture Business 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 Business Employees whose job responsibilities include management of a cemetery.
- W. “License” means (i) a worldwide, royalty-free, paid-up, perpetual, irrevocable, transferable, and sublicensable license; and (ii) such tangible embodiments of the licensed rights (including, but not limited to, physical and electronic copies) as may be necessary or appropriate to enable an Acquirer to use the rights.
- X. “National” in reference to an asset, license, program, or activity means that such an asset, license, program, or activity is used by Respondents in the operation of both (i) one or more Divestiture Businesses and (ii) at least ten (10) of Respondents’ other businesses that provide Funeral Services or Cemetery Services.
- Y. “Optional Divestiture Assets” means the Divestiture Assets relating to the operation of the Divestiture Business located at: (i) Woodlawn Memory Gardens 101 58th Street South, St. Petersburg, Florida 33707; (ii) Orlando Memorial Gardens, 5264 Ingram Road, Apopka, Florida 32703; and (iii) Cannon Memorial Park, Funerals and Cremations – Jones Chapel, 603 West Curtis Street, Simpsonville, South Carolina 29681.

- Z. “Person” means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.
- AA. “Pre-Need Contract” means any type of contract or other agreement entered into by a person for the purchase of Funeral Services or Cemetery Services at a future time, regardless of whether such agreement is revocable or how payment for such services is arranged.
- BB. “Preparation Services” means transportation of human remains, embalming, cosmetizing, and other preparation of human remains for a funeral service, burial service, or cremation as well as the cremation of human remains.
- CC. “Prospective Acquirer” means a Person that Respondents (or the Divestiture Trustee) intend to submit to the Commission for its prior approval to acquire Divestiture Assets pursuant to Paragraph II (or Paragraph IV) of this Order.
- DD. “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.
- EE. “Respondents” means SCI and Stewart, individually and collectively; *provided, however*, that after the Acquisition Date, Respondents shall mean SCI.
- FF. “Retained Assets” means:
1. Respondents’ corporate headquarters;
 2. Corporate Trade Names and portions of website content, domain names, or e-mail addresses that contain Corporate Trade Names;
 3. The trade names “Baldwin-Fairchild,” “D.W. Newcomer’s Sons,” “Davis,” “Funeraria Del Angel,” “Caughman-Harman,” and “Mount Moriah” (but only those rights as they relate to Mount Moriah Cemetery South and Mount Moriah & Freeman Funeral Home);
 4. Website names and content at www.baldwinfairchild.com, www.davisfuneralsandcremations.com, and www.funerariasdelangel.com;
 5. National information systems;
 6. National licenses, unless such licenses are not generally available to the public;
 7. National supply or service agreements, and National proprietary or licensed advertising programs;

8. Leases of Tangible Personal Property that pertain to generally available property relating to office furniture, office equipment, or computers;
 9. Assets at locations other than a Divestiture Business if such assets are not exclusively or primarily used in the operation of such Divestiture Business;
 10. Subject to the requirements of Paragraph III. of this Order, a copy of any data or Records that contain information concerning both (a) one or more Divestiture Businesses and (b) one or more other businesses that Respondents are not required to divest, and
 11. Licenses to non-proprietary software generally available to the public.
- GG. “Retained Intellectual Property” means any owned or licensed (as licensor or licensee) Intellectual Property (not included in the Retained Assets) relating to both to the operation of any Divestiture Business and any other business owned by SCI prior to the Acquisition or acquired by SCI in the Acquisition, unless such Intellectual Property relates primarily to the Divestiture Business.
- HH. “Specified State” means California, Florida, Maryland, Missouri, North Carolina, Pennsylvania, Tennessee, or Texas.
- II. “Support Services” means Preparation Services and administrative and technical services that Respondents provide to the Divestiture Business and Divestiture Assets that are not performed by employees who are permanently located at any of the Divestiture Businesses, including, but not limited to (i) human resources and administrative services, (ii) federal and state regulatory compliance and policy development services, (iii) environmental health and safety services, (iv) financial accounting services, (v) preparation of tax returns, (vi) audit services, (vii) information technology support services, (viii) processing of accounts payable and accounts receivable, (ix) technical support, (x) procurement of supplies, (xi) maintenance and repair of facilities, (xii) legal services, or (xiii) other support services as needed to operate the Hold Separate Business in the same manner as before the Acquisition Date.
- JJ. “Support Services Employee” means any individual employed by Respondents who provides Support Services to the Hold Separate Business pursuant to Paragraph V.C. of the Hold Separate Order.
- KK. “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, 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.

- LL. “Transitional Assistance” means assistance with respect to providing Funeral Services or Cemetery Services on a transitional basis, including assistance relating to administrative and support services.

II.

IT IS FURTHER ORDERED that:

A. Respondents shall:

1. No later than 180 days from the date this Order is issued, divest the Divestiture Assets absolutely and in good faith, at no minimum price, as on-going businesses, to an Acquirer or Acquirers that receive(s) 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
2. No later than the Divestiture Date, grant a License to all Retained Intellectual Property to each Acquirer (in a manner that receives the prior approval of the Commission) that will permit the Acquirer to operate the relevant Divestiture Business in substantially the same manner as Respondents prior to the Acquisition, including the freedom to extend existing services and products and develop new services and products;

PROVIDED HOWEVER that Respondents need not divest the Optional Divestiture Assets if the relevant Acquirer does not want to acquire such assets and the Commission approves the divestiture without them; *PROVIDED FURTHER* that Respondents may receive Preparation Services from an Acquirer, if needed, on a transitional basis (subject to the prior approval of the Commission).

B. Respondents shall divest each of the following groupings of funeral homes and/or cemeteries to no more than one Acquirer:

1. **Lancaster, California:** (i) Halley-Olsen-Murphy Funerals and Cremations, 44831 N. Cedar Avenue, Lancaster, California 93534 and (ii) Antelope Valley Cremation Service, 619 West Milling, Lancaster, California 93534.
2. **Los Angeles, California:** (i) Lubyen Family Dilday-Motell Mortuary, 5161 Arbor Road, Long Beach, California 90808; (ii) Funeraria Del Angel JT Oswald, 1001 North Maclay, San Fernando, California 91340; and (iii) Custer Christensen Mortuary – Covina, 124 S. Citrus Avenue, Covina, California 91723.
3. **San Diego, California:** (i) Clairemont Mortuary, 4266 Mt. Abernathy Avenue, San Diego, California 92117 and (ii) Greenwood Memorial Park and Mortuary, 4300 Imperial Avenue, San Diego, California 92113.
4. **Clearwater/St. Petersburg, Florida:** (i) Moss Feaster Funeral Home, 1320 Main Street, Dunedin, Florida 34698, (ii) Moss Feaster Funeral Home, 693 South

Belcher Road, Clearwater, Florida 33764, (iii) Woodlawn Memory Gardens, 101 58th Street South, St. Petersburg, Florida 33707, and (iv) Memorial Park Funeral Home & Cemetery, 5750 49th Street North, St. Petersburg, Florida 33709.

5. **Miami, Florida:** (i) Funeraria Memorial Plan – San Jose, 220 East 4th Avenue, Hialeah, Florida 33010; (ii) Funeraria Memorial Plan – Westchester, 9800 SW 24th Street, Miami, Florida 33165; (iii) Branam Funeral Home, 809 North Drome Avenue, Homestead, Florida 33030; (iv) Memorial Plan Flagler Memorial Park, 5301 West Flagler Street, Miami, Florida 33134; and (v) Memorial Plan Miami Memorial Park, 6200 SW 77th Avenue, Miami, Florida 33143.
6. **Ocala, Florida:** (i) Roberts Funeral Home, 606 Southwest 2nd Avenue, Ocala, Florida 34471; (ii) Roberts Funeral Home – Bruce Chapel East, 2739 SE Maricamp Road, Ocala, Florida 34471; (iii) Roberts Funeral Home – Bruce Chapel West, 6241 SW State Road 200, Ocala, Florida 34476; and (iv) Good Shepherd Memorial Gardens, 5050 SW 20th Street, Ocala, Florida 32111.
7. **Orlando, Florida:** (i) Carey-Hand Cox Parker Funeral Home, 1350 West Fairbanks Avenue, Winter Park, Florida 32789; (ii) Colonial Chapel/Carey Hand, 2811 East Curry Ford Road, Orlando, Florida 32806; (iii) Collison Carey Hand Funeral Home, 1148 East Plant Street, Winter Garden, FL 34787; (iv) Orlando Memory Gardens, 5264 Ingram Road, Apopka, Florida 32703; and (v) Highland Memory Gardens, 3329 East Semoran Boulevard, Apopka, Florida 32703.
8. **Atlanta, Georgia:** (i) Holly Hill Memorial Park, 359 West Broad Street, Fairburn, Georgia 30213; and (ii) Eastlawn Memorial Park, 640 McGarity Road, McDonough, Georgia 30252.
9. **New Orleans, Louisiana:** (i) Schoen Funeral Home, 3827 Canal Street, New Orleans, Louisiana 70119; (ii) Garden of Memories Funeral Home and Cemetery, 4900 Airline Drive, Metairie, Louisiana 70001; and (iii) Greenwood Funeral Home, 5200 Canal Boulevard, New Orleans, Louisiana 70124.
10. **Jackson, Mississippi:** (i) Wright & Ferguson Funeral Home – Clinton, 106 Cynthia Street, Clinton, Mississippi 39056 and (ii) Wright & Ferguson Funeral Home – Raymond, 201 Hinds Boulevard, Raymond, Mississippi 39154.
11. **Kansas City, Missouri:** (i) Mount Moriah Terrace Park Funeral Home and Cemetery, 801 Northwest 108th Street, Kansas City, Missouri 64155; (ii) Overland Park Chapel, 8201 Metcalf Avenue, Overland Park, Kansas 66204; and (iii) Johnson County Funeral Chapel and Memorial Gardens, 11200 Metcalf Avenue, Overland Park, Kansas 66210.
12. **Philadelphia, Pennsylvania:** (i) George Washington Memorial Park/Kirk & Nice Funeral Home, 80 Stenton Avenue, Plymouth Meeting, Pennsylvania 19462

and (ii) Sunset Memorial Park/Kirk & Nice Suburban Chapel, 333 County Line Road, Feasterville, Pennsylvania 19053.

13. **Greenville, South Carolina:** (i) Cannon Memorial Park, Funerals and Cremations – Fountain Inn, 1150 North Main Street, Fountain Inn, South Carolina 29644 and (ii) Cannon Memorial Park, Funerals and Cremations – Jones Chapel, 603 West Curtis Street, Simpsonville, South Carolina 29681.
14. **Knoxville, Tennessee:** (i) New Gray Cemetery, 2724 Western Avenue, Knoxville, Tennessee 37921 and (ii) Greenwood Cemetery, 3500 Tazewell Pike, Knoxville, Tennessee 37918.
15. **Houston, Texas:** (i) South Park Funeral Home and Cemetery, 1310 North Main Street, Pearland, Texas 77518 and (ii) San Jacinto Memorial Park and Funeral Home, 14659 East Freeway, Houston, Texas 77015.
16. **Northern Virginia, Virginia:** (i) Everly Wheatley Funeral Home – Alexandria, 1500 West Braddock Road, Alexandria, Virginia 22302 and (ii) Everly Community Funeral Care, 6161 Leesburg Pike, Falls Church, Virginia 22044.
17. **Richmond, Virginia:** (i) Greenwood Memorial Gardens, 12609 Patterson Avenue, Richmond, Virginia 23238 and (ii) Sunset Memorial Park, 2901 West Hundred Road, Chester, Virginia 23831.

C. Notwithstanding any other provision of this Order:

1. Respondents may use any trade names included in the Divestiture Assets in connection with operation of the relevant funeral homes and cemeteries to be retained by Respondents (“Retained Properties”) for a period of up to twelve (12) months from the relevant Divestiture Date, including, but not limited to:
 - (a) **“Lasilla”** for the funeral home located at 406 H Street, Lincoln, California 95648;
 - (b) **“Halley-Olsen-Murphy”** for the funeral home located at 3150 East Palmdale Boulevard, Palmdale, California 93550;
 - (c) **“Moss Feaster”** for the funeral homes located at 13401 Indian Rocks Road, Largo, Florida 33774 and 2550 Highlands Boulevard North, Palm Harbor, Florida 34684;
 - (d) **“Forest Hills”** for the funeral homes located at 1170 Southwest Bayshore Boulevard, Port St. Lucie, Florida 34983 and 6801 Southeast Federal Highway, Stuart, Florida 34997;
 - (e) **“Funeraria Memorial Plan”** for the funeral homes located at 1717 SW 37th Avenue, Miami, Florida 33145 and 7355 SW 117th Avenue, Miami, Florida 33183;
 - (f) **“Memorial Plan”** for the cemeteries located at 14200 SW 117th Avenue, Miami, Florida 33186, 1301 NW Opa Locka Boulevard, Miami, Florida

- (g) 33167, and 15000 West Dixie Highway, North Miami, Florida 33181; **“Wright & Ferguson”** for the funeral homes located at 350 High Street, Jackson, Mississippi 39202 and 1161 Highland Colony Parkway, Ridgeland, Mississippi 39157;
- (h) **“Cannon”** for the funeral home located at 603 West Curtis Street, Simpsonville, South Carolina 29681 (if applicable);
- (i) **“Cole & Garrett”** for the funeral home located at 212 Highway 76, Whitehouse, Tennessee 37188, and 182 West Main Street, Hendersonville, Tennessee 37075;
- (j) **“Restland”** for the funeral home located at 400 South Freeport Parkway, Coppell, Texas 75019; and
- (k) **“Everly”** for the funeral home located at 10565 Main Street, Fairfax 22030, Virginia; and

The new trade names under which Respondents seek to conduct business for each of the Retained Properties shall not include any of the trade names, words, or other designations that are assets of the relevant businesses within the Divestiture Businesses; and

2. Respondents shall grant an Acquirer a license to use any trade names (excluding any Corporate Trade Names) used in the operation of the relevant Divestiture Business that Respondents are not required to divest pursuant to this Order, in connection with operation of the relevant funeral homes and cemeteries to be divested, for a period of up to twelve (12) months from the relevant Divestiture Date, including, but not limited to:
 - (a) **“Funeraria Del Angel”** for the funeral home located at 1001 North Maclay, San Fernando, California 91340;
 - (b) **“Caughman-Harman St. Andrews”** for the funeral home located at 5400 Bush River Road, Columbia, South Carolina 29212; and
 - (c) **“Baldwin-Fairchild”** for the cemetery located at 3329 East Semoran Boulevard, Apopka, Florida 32703;
 - (d) **“D.W. Newcomer’s Sons”** for the funeral homes and cemeteries located at 8201 Metcalf Avenue, Overland Park, Kansas 66204 and 11200 Metcalf Avenue, Overland Park, Kansas 66210;
 - (e) **“Davis”** at the cemetery located at 1730 W. English Road, High Point, North Carolina 27262; and

The trade names under which an Acquirer seeks to conduct business for properties divested by Respondents shall not include any of the trade names, words, or other designations that are assets of the businesses being retained by Respondents.

D. No later than the Divestiture Date, Respondents shall:

1. Secure all consents, assignments, and waivers from all Persons that are necessary for the divestiture of any Divestiture Assets; *provided, however*, that Respondents

may satisfy this requirement by certifying that an Acquirer has executed appropriate agreements directly with each of the relevant Persons; and

2. Take all actions necessary to ensure that divestiture of any Divestiture Assets meets federal, state, local, and municipal requirements necessary to transfer such assets to an Acquirer.
- E. Respondents shall not enforce any agreement against any Person or Acquirer to the extent that such agreement may limit or otherwise impair the ability of an Acquirer to acquire, operate, or use the relevant Divestiture Assets.
- F. At the request of an Acquirer and in a manner that receives the prior approval of the Commission, Respondents shall provide Transitional Assistance to such Acquirer for a period not to exceed six (6) months (or such other period as the Commission may approve) after Respondents divest the relevant Divestiture Assets:
1. Such assistance shall be sufficient to enable the Acquirer to operate the relevant Divestiture Assets and Divestiture Business in substantially the same manner and at the same quality achieved by Respondents prior to the divestiture; and
 2. Respondents shall not (i) require the Acquirer to pay compensation for Transitional Assistance that exceeds the Direct Cost of providing such goods and services; (ii) terminate their obligation to provide Transitional Assistance because of a material breach by the Acquirer of the agreement to provide such assistance, in the absence of a final order of a court of competent jurisdiction; or (iii) seek to limit the damages (such as indirect, special, and consequential damages) which the Acquirer would be entitled to receive in the event of Respondents' breach of any agreement to provide Transitional Assistance.
- G. At the request of an Acquirer, Respondents shall use their best efforts to assist the Acquirer in the fulfillment of any Pre-need Contract included in the Divestiture Assets relating to the sale of a branded funeral package, including, but not limited to (i) Dignity Memorial Funeral Plan or (ii) Key Memories Plan, entered into by Respondents prior to the Divestiture Date; *provided, however*, that this Paragraph requires Respondents to assist only with such goods and services that the Acquirer cannot reasonably provide on its own.
- H. Respondents shall allow an Acquirer or Prospective Acquirer an opportunity to recruit and employ any Divestiture Business Employee relating to the relevant Divestiture Business and Divestiture Assets under the following terms and conditions:
1. No later than ten (10) days after a request from an Acquirer or Prospective Acquirer, or Commission staff, Respondents shall (i) identify each Divestiture Business Employee, (ii) provide the Employee Information for each Divestiture Business Employee; (iii) allow the Acquirer or Prospective Acquirer an opportunity to meet personally with and interview such employee outside the presence or hear-

ing of Respondents, and (iv) 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 or Prospective Acquirer, (ii) remove any contractual impediments with Respondents that may deter any Divestiture Business Employee from accepting employment with the Acquirer or Prospective 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 or Prospective Acquirer, and (iii) not otherwise interfere with the recruitment, hiring, or employment of any Divestiture Business Employee by the Acquirer or Prospective 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 or Prospective Acquirer no later than thirty (30) days from the relevant Divestiture Date, (ii) provide any Key Employee to whom the Acquirer or Prospective Acquirer has made an offer of employment with reasonable financial incentives to accept a position with the Acquirer or Prospective Acquirer at the time of divestiture of the relevant Divestiture Assets; and
4. For a period of two (2) years commencing on the Divestiture Date 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 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 (included in the Divestiture Assets) 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 an Acquirer.
 - J. The Commission may order Respondents to divest additional assets relating to Preparation Services not included in the Divestiture Assets, or effect other appropriate arrange-

ments, as the Commission determines are necessary to ensure the divestiture of the Divestiture Assets as ongoing viable enterprises.

- K. If related to a geographic area located within a Specified State, Respondents shall provide a copy of each:
1. Notification described in Paragraph V.B.1. of this Order to the relevant Specified State at the same time that such notification is transmitted to the Commission; and
 2. Application (including supporting materials) submitted to the Commission for its prior approval to acquire the Divestiture Assets pursuant to Paragraph II.A. of this Order to the relevant Specified State at the same time that such application is transmitted to the Commission.
- L. The purpose of the divestiture of the Divestiture Assets 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. Respondents shall (i) keep confidential (including as to Respondents' employees) and (ii) not use for any reason or purpose, any Confidential Information received or maintained by Respondents relating to the Divestiture Business or Divestiture Assets; *provided, however*, that Respondents may disclose or use such Confidential Information in the course of:
1. Performing their obligations or as permitted under this Order, the Hold Separate Order, or any Divestiture Agreement (Hold Separate Employees and Support Services Employees shall be deemed to be performing obligations under the Hold Separate Order); or
 2. Complying with financial reporting requirements, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Divestiture Business or Divestiture Assets, or as required by law.
- B. If disclosure or use of any Confidential Information is permitted to Respondents' employees or to any other Person under Paragraph III.A. of this Order, Respondents shall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the purposes permitted under Paragraph III.A., and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.

- C. Respondents shall enforce the terms of this Paragraph III. as to its employees or any other Person, and take such action as is necessary to cause each of its employees and any other Person to comply with the terms of this Paragraph III., including implementation of access and data controls, training of its employees, and all other actions that Respondents would take to protect their own trade secrets and proprietary information.

IV.

IT IS FURTHER ORDERED that:

- A. If Respondents have not fully complied with the divestiture and other obligations as required by Paragraph II. of this Order, the Commission may appoint a Divestiture Trustee to divest the Divestiture Assets and perform Respondents' other obligations 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 Hold Separate Trustee pursuant to the Hold Separate Order.
- 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 other action 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, and to take such other action as may be required to divest the Divestiture Assets.
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, or in the case of a court-appointed Divestiture Trustee, by the court.
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 IV 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 IV.E.6., the term "Divestiture Trustee" shall include all Persons retained by the Divestiture Trustee pursuant to Paragraph IV.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. The Commission may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.
- G. 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 IV.
- H. 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 divestitures and other obligations or action required by this Order.

V.

IT IS FURTHER ORDERED that:

- A. For a period of ten (10) years from the date this Order is issued, Respondents shall not, without providing advance written notification to the Commission, with respect to any of the geographic areas identified in Appendix B of this Order, 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 Funeral Services or Cemetery Services, as specified in the relevant section of Appendix B of this Order.
- B. With respect to the notification:
 - 1. 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.
 - 2. 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), Respondents shall not consummate the transaction until thirty (30) days after submitting such additional information or documentary material.
 - 3. 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. All Divestiture Agreements shall be incorporated by reference into this Order and made a part hereof. Respondents shall comply with all terms of any Divestiture Agreement, and any breach by Respondents of any term of a Divestiture Agreement shall constitute a

failure to comply with this Order. If any term of a Divestiture Agreement varies from the terms of this Order (“Order Term”), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents’ obligations under this Order.

- B. Respondents shall not modify, replace, or extend the terms of any Divestiture Agreement without the prior approval of the Commission. Notwithstanding any paragraph, section, or other provision of a Divestiture Agreement, any modification of such agreement without the prior approval of the Commission shall constitute a failure to comply with this Order, except as otherwise provided in Rule 2.41(f)(5) of the Commission’s Rules of Practice and Procedure, 16 C.F.R. § 2.41(f)(5).

VII.

IT IS FURTHER ORDERED that:

- A. Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order:
 - 1. No later than thirty (30) days from the date this Order is issued and every thirty (30) days thereafter until Respondents have fully complied with the provisions of Paragraphs II.A. and II.F. of this Order; and
 - 2. No later than one (1) year after the date this Order is issued and annually thereafter until this Order terminates, and at such other times as the Commission staff may request.
- B. With respect to any divestiture required by Paragraph II.A. of this Order, Respondents shall include in their compliance reports (i) the status of the divestiture and transfer of the Divestiture Assets; (ii) a description of all Transitional Services provided to each Acquirer; (iii) a description of all substantive contacts with each Acquirer; and (iv) any other actions taken by Respondents relating to compliance with the terms of this Order and/or any Divestiture Agreement, and (v) as applicable, a statement that any divestiture approved by the Commission has been accomplished, including a description of the manner in which Respondents completed such divestiture and the date the divestiture was accomplished.

VIII.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of Respondents;
- B. Any proposed acquisition, merger, or consolidation of Respondents; or

- C. Any other change in the Respondents, including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Order.

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 and upon five (5) days' notice to Respondents, Respondents shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of the Respondents and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession, or under the control, of the Respondents related to compliance with this Order, which copying services shall be provided by the Respondents at their expense; and
- B. To interview officers, directors, or employees of the Respondents, who may have counsel present, regarding such matters.

X.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date it is issued.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED:

Appendix A

Properties To Be Divested

State	Area	Owner	FH/ CEM	Property Name & Address
Alabama	Mobile	SCI	FH	Mobile Memorial Gardens Funeral Home 6040 Three Notch Road Mobile, Alabama 36619
California	Auburn	Stewart	FH	Lasilla Funeral Chapel – Auburn 551 Grass Valley Highway Auburn, California 95603
California	Palmdale/ Lancaster	Stewart	FH	Halley-Olsen-Murphy Funerals & Cremations 44831 N. Cedar Avenue Lancaster, California 93534
California	Palmdale/ Lancaster	Stewart	FH	Antelope Valley Cremation Service 619 West Milling Lancaster, California 93534
California	Los Angeles (Long Beach)	SCI	FH	Lubyen Family Dilday-Motell Mortuary 5161 Arbor Road Long Beach, California 90808
California	Los Angeles (San Fernando Valley)	SCI	FH	Funeraria Del Angel JT Oswald 1001 North Maclay San Fernando, California 91340
California	Los Angeles (East Los Angeles County)	SCI	FH	Custer Christiansen Mortuary 124 S. Citrus Avenue Covina, California 91723
California	San Diego (Northern)	SCI	FH	Clairemont Mortuary 4266 Mt. Abernathy Avenue San Diego, California 92117
California	San Diego (Southern and Eastern)	SCI	FH/ CEM	Greenwood Memorial Park & Mortuary (c) 4300 Imperial Avenue San Diego, California 92113
Florida	Clearwater	SCI	FH	Moss Feaster Funeral Home – Dunedin

State	Area	Owner	FH/ CEM	Property Name & Address
				1320 Main Street Dunedin, Florida 34698
Florida	Clearwater	SCI	FH	Moss Feaster Funeral Home – Belcher Road 693 South Belcher Road Clearwater, Florida 33764
Florida	St. Petersburg/ Largo	Stewart	CEM	Memorial Park Funeral Home & Cemetery (c) 5750 49 th Street North St. Petersburg, Florida 33709
Florida	St. Petersburg/ Largo	Stewart	CEM	Woodlawn Memory Gardens 101 58 th Street South St. Petersburg, Florida 33707
Florida	Jacksonville	Stewart	FH/ CEM	Arlington Park Cemetery/Funeral Home (c) 6920 Lone Star Road Jacksonville, Florida 32211
Florida	Miami-Dade (Miami)	SCI	FH	Funeraria Memorial Plan – San Jose 250 East 4 th Avenue Hialeah, Florida 33010
Florida	Miami-Dade (Miami)	SCI	FH	Funeraria Memorial Plan – Westchester 9800 SW 24 th Street Miami, Florida 33165
Florida	Miami-Dade (Homestead)	SCI	FH	Branam Funeral Home 809 North Krome Avenue Homestead, Florida 33030
Florida	Miami-Dade	SCI	CEM	Memorial Plan Flagler Memorial Park 5301 West Flagler Street Miami, Florida 33134
Florida	Miami-Dade	SCI	CEM	Memorial Plan Miami Memorial Park 6200 SW 77 th Avenue Miami, Florida 33143
Florida	Ocala	Stewart	FH	Roberts Funeral Home 606 Southwest 2 nd Avenue

State	Area	Owner	FH/ CEM	Property Name & Address
				Ocala, Florida 34471
Florida	Ocala	Stewart	FH	Roberts Funeral Home – Bruce Chapel East 2739 SSE Maricamp Road Ocala, Florida 34471
Florida	Ocala	Stewart	FH	Roberts Funeral Home – Bruce Chapel West 6241 Southwest State Road 200 Ocala, Florida 34476
Florida	Ocala	Stewart	CEM	Good Shepherd Memorial Gardens 5050 SW 20 th Street Ocala, Florida 32111
Florida	Orlando	SCI	FH	Carey-Hand Cox Parker Funeral Home 1350 West Fairbanks Avenue Winter Park, Florida 32789
Florida	Orlando	SCI	FH	Colonial Chapel/Carey Hand 2811 East Curry Ford Road Orlando, Florida 32806
Florida	Orlando	SCI	FH	Collison Carey Hand Funeral Home 1148 East Plant Street Winter Garden, Florida 34787
Florida	Orlando (West)	Stewart	CEM	Highland Memory Gardens 3329 East Semoran Boulevard Apopka, Florida 32703
Florida	Orlando (West)	SCI	CEM	Orlando Memorial Gardens 5264 Ingram Road Apopka, Florida 32703
Florida	Port St. Lucie	Stewart	FH/ CEM	Forest Hills Palm City Chapel & Forest Hills Memorial Park (c) 2001 S.W. Murphy Road Palm City, FL 34990
Florida	Springhill/ Hudson	SCI	CEM	Grace Memorial Gardens & Funeral Home (c) 17007 US Highway 19 North

State	Area	Owner	FH/ CEM	Property Name & Address
				Hudson, Florida 34667
Florida	Tampa	Stewart	FH	Boza & Roel Funeral Home 4730 North Armenia Avenue Tampa, Florida 33603
Florida	Tampa	SCI	CEM	Sunset Funeral Home & Memory Gardens (c) 11005 N US Highway 301 Thonotosassa, Florida 33592
Georgia	Atlanta	Stewart	CEM	Cheatham Hill Memorial Park/Southern Cremations & Funerals (c) 1860 Dallas Highway SW Marietta, Georgia 30064
Georgia	Atlanta	Stewart	CEM	Holly Hill Memorial Park 359 West Broad Street Fairburn, Georgia 30213
Georgia	Atlanta	Stewart	CEM	Eastlawn Memorial Park 640 McGarity Road McDonough, Georgia 30252
Louisiana	New Orleans	SCI	FH	Schoen Funeral Home 3827 Canal Street New Orleans, Louisiana 70119
Louisiana	New Orleans	SCI	FH	Tharp-Sontheimer-Tharp Funeral Home 1600 North Causeway Boulevard Metairie, Louisiana 70001
Louisiana	New Orleans	SCI	FH/ CEM	Garden of Memories FH & Cemetery (c) 4900 Airline Drive Metairie, Louisiana 70001
Louisiana	New Orleans	Stewart	FH	Greenwood Funeral Home 5200 Canal Boulevard New Orleans, Louisiana 70124
Maryland	Annapolis	Stewart	CEM	Hillcrest Memorial Gardens 1911 Forest Drive Annapolis, Maryland 21401

State	Area	Owner	FH/ CEM	Property Name & Address
Maryland	Baltimore	Stewart	CEM	Parkwood Cemetery 3310 Taylor Avenue Baltimore, Maryland 21234
Maryland	Washington, DC/Maryland Suburbs	SCI	FH	Edward Sagel Funeral Direction Inc. 1091 Rockville Pike Rockville, Maryland 20852
Mississippi	West Jackson	SCI	FH	Wright & Ferguson Funeral Home 106 Cynthia Street Clinton, Mississippi 39056
Mississippi	West Jackson	SCI	FH	Wright & Ferguson Funeral Home 201 Hinds Boulevard Raymond, Mississippi 39154
Missouri	North Kansas City	SCI	FH/ CEM	Mount Moriah Terrace Park Funeral Home & Cemetery (c) 801 Northwest 108 th Street Kansas City, Missouri 64155
Missouri	Overland Park, KS	Stewart	FH	Overland Park Chapel 8201 Metcalf Avenue Overland Park, Kansas 66204
Missouri	South Kansas City, KS/Missouri	Stewart	FH/ CEM	Johnson County Funeral Chapel & Memorial Gardens (c) 11200 Metcalf Avenue Overland Park, Kansas 66210
North Carolina	New Bern	Stewart	FH	Pollack-Best Funerals & Cremations 2015 Neuse Boulevard New Bern, North Carolina 28560
North Carolina	High Point	Stewart	CEM	Floral Garden Memorial Park 1730 W. English Road High Point, North Carolina 27262
North Carolina	Raleigh	Stewart	FH/ CEM	Montlawn Memorial Park, Funerals & Cremations (c) 2911 South Wilmington Street Raleigh, North Carolina 27603

State	Area	Owner	FH/ CEM	Property Name & Address
Pennsylvania	Philadelphia	Stewart	CEM	George Washington Memorial Park/Kirk & Nice Funeral Home, Inc. (c) 80 Stenton Avenue Plymouth Meeting, Pennsylvania 19462
Pennsylvania	Philadelphia	Stewart	CEM	Sunset Memorial Park/Kirk & Nice Suburban Chapel, Inc. (c) 333 County Line Road Feasterville, Pennsylvania 19053
South Carolina	Columbia	SCI	FH	Caughman-Harman St. Andrew's Chapel/Bush River Memorial Gardens (c) 5400 Bush River Road Columbia, South Carolina 29212
South Carolina	Greenville	Stewart	FH/ CEM	Cannon Memorial Park, Funerals and Cremations (c) 1150 North Main Street Fountain Inn, South Carolina 29644
South Carolina	Greenville	Stewart	FH	Cannon Memorial Park, Funerals and Cremations – Jones Chapel 603 West Curtis Street Simpsonville, South Carolina 29681
Tennessee	Kingsport	Stewart	CEM	Oak Hill Memorial Park, Funerals and Cremations (c) 800 Truxton Drive Kingsport, Tennessee 37660
Tennessee	Knoxville	SCI	CEM	New Gray Cemetery 2724 Western Avenue Knoxville, Tennessee 37921
Tennessee	Knoxville	SCI	CEM	Greenwood Cemetery 3500 Tazewell Pike Knoxville, Tennessee 37918
Tennessee	Nashville	Stewart	FH	Cole & Garrett Funeral Home 127 North Main Street

State	Area	Owner	FH/ CEM	Property Name & Address
				Goodlettsville, Tennessee 37072
Texas	Dallas	Stewart	FH/ CEM	Restland Funeral Home & Cemetery (c) 13005 Greenville Avenue Dallas, Texas 75243
Texas	Dallas (South)	SCI	CEM	Lincoln Funeral Home & Cemetery (c) 8100 Fireside Drive Dallas, Texas 75217
Texas	Dallas (South)	SCI	CEM	Lincoln Memorial Park Cemetery 1311 Murdock Road Dallas, Texas 75217
Texas	Southeast Fort Worth	Stewart	FH/ CEM	Emerald Hills Funeral Home & Cemetery (c) 500 Sublett Road Kennedale, Texas 76060
Texas	Houston	Stewart	CEM	South Park Funeral Home & Cemetery (c) 1310 North Main Street Pearland, Texas 77518
Texas	Houston	Stewart	CEM	San Jacinto Memorial Park & Funeral Home (c) 14659 East Freeway Houston, Texas 77015
Virginia	Arlington- Alexandria	Stewart	FH	Everly Wheatley Funeral Home – Alexandria 1500 West Braddock Road Alexandria, Virginia 22302
Virginia	Arlington- Alexandria	Stewart	FH	Everly Community Funeral Care 6161 Leesburg Pike Falls Church, Virginia 22044
Virginia	Richmond (Northwest)	Stewart	CEM	Greenwood Memorial Gardens 12609 Patterson Avenue Richmond, Virginia 23238
Virginia	Richmond (South)	SCI	CEM	Sunset Memorial Park 2901 West Hundred Road

State	Area	Owner	FH/ CEM	Property Name & Address
				Chester, Virginia 23831
West Virginia	Kearneysville	Stewart	CEM	Pleasant View Memory Gardens 2938 Charles Town Road Kearneysville, West Virginia 25430

Appendix B

Prior Notice – Funeral Homes

State	Area	Area Definition
Alabama	Birmingham	Within a 15 mile radius of Southern Heritage Funeral Home, 475 Cahaba Valley Road, Pelham, Alabama 35124
Alabama	Mobile	Within a 15 mile radius of Radney FH-Mobile, 3155 Dauphin Street, Mobile, Alabama 36606
California	Auburn	Within a 15 mile radius of Chapel of the Hills, 1331 Lincoln Way, Auburn, California 95603
California	Encinitas	Within a 15 mile radius of El Camino Memorial – Encinitas, 340 Melrose Avenue, Encinitas, California 92024
California	Palmdale/ Lancaster	Within a 15 mile radius of Halley-Olsen-Chapel – Palmdale, 3150 East Palmdale Boulevard, Palmdale, California 93550
California	Los Angeles (Long Beach)	Within a 15 mile radius of All Souls Mortuary, 4400 Cherry Avenue, Long Beach, California 90807, except that the prior notice requirement shall include only those facilities that primarily serve the Catholic community
California	Los Angeles (San Fernando Valley)	Within a 15 mile radius of Mission Hills Catholic Mortuary, 11160 Stranwood Avenue, Mission Hills, California 91345, except that the prior notice requirement shall include only those facilities that primarily serve the Catholic community
California	Los Angeles (East Los Angeles County)	Within a 15 mile radius of Queen of Heaven Mortuary, 2161 S. Fullerton Road, Rowland Heights, California 91748, except that the prior notice requirement shall include only those facilities that primarily serve the Catholic community

State	Area	Area Definition
California	San Diego (North)	Within a 15 mile radius of El Camino Memorial – Pacific Beach, 4710 Cass Street, San Diego, California 92109
California	San Diego (Southern and Eastern)	Within a 15 mile radius of El Camino Memorial – Imperial Avenue, 3953 Imperial Avenue, San Diego, California 92113
California	Stockton	Within a 15 mile radius of Frisbie Warren & Carroll Mortuary, 809 North California Street, Stockton, California 95202
Florida	Clearwater	Within a 15 mile radius of Sylvan Abbey Funeral Home, 2853 Sunset Point Road, Clearwater, Florida 33759
Florida	Jacksonville	Within a 15 mile radius of Greenlawn Cemetery, 4300 Beach Blvd, Jacksonville, Florida 32219
Florida	Miami-Dade	Within a 15 mile radius of Cabellero Rivero Woodlawn Westchester Funeral Home, 8200 Bird Road, Miami, Florida 33155
Florida	Ocala	Within a 15 mile radius of Forest Lawn Funeral Home, 5740 South Pine Avenue, Ocala, Florida 34480
Florida	Orlando	Within a 15 mile radius of Baldwin-Fairchild Funeral Home - Ivanhoe Chapel, 301 Northeast Ivanhoe Boulevard, Orlando, Florida 32804
Florida	Port St. Lucie	Within a 15 mile radius of Byrd, Young, & Prill Funeral Home, 1170 S.W. Bayshore Blvd., Port St. Lucie, Florida 34983
Florida	Tampa	Within a 15 mile radius of Gonzalez Funeral Home, 7209 North Dale Mabry Highway, Tampa, Florida 33614, except that the prior notice requirement shall include only those facilities that primarily serve the Hispanic community
Florida	West Palm Beach	Within a 15 mile radius of Mizell-Faville-Zern

State	Area	Area Definition
		Funeral Home, 6411 Parker Ave, West Palm Beach, Florida 33405
Louisiana	New Orleans	Within a 15 mile radius of Lake Lawn Metairie Funeral Home, 5100 Pontchartrain Boulevard, New Orleans, Louisiana 70124
Maryland	Washington, DC/ Maryland Suburbs	Within 15 miles radius of Danzansky-Goldberg Memorial Chapels, Inc., 1170 Rockville Pike, Rockville, Maryland 20852, except that the prior notice requirement shall include only those facilities that primarily serve the Jewish community
Mississippi	West Jackson	Within a 15 mile radius of Wright & Ferguson Funeral Home, 350 High Street, Jackson, Mississippi 39202
Missouri	Kansas City (North)	Within a 15 mile radius of White Chapel Funeral Home and Cemetery, 6600 Northeast Antioch Road, Gladstone, Missouri 64119
Missouri	South Kansas City, KS/ Missouri	Within a 15 mile radius of McGilley & Hoge Johnson County Memorial, 8024 Santa Fe Drive, Overland Park, Kansas 66204
North Carolina	Hickory	Within a 15 mile radius Hickory Funeral Home, 1031 11 th Avenue Blvd SE, Hickory, North Carolina 28602
North Carolina	New Bern	Within a 15 mile radius of Cotten Funeral Home, 2201 Neuse Boulevard, New Bern, North Carolina 28560
North Carolina	Raleigh	Within a 15 mile radius of Brown-Wynne Funeral Home, 300 Saint Mary's Street, Raleigh, North Carolina 27605
South Carolina	Columbia	Within a 15 mile radius of Dunbar Funeral Home, Dutch Fork Chapel, 7600 Woodrow Street, Irmo, South Carolina 29063
South	Greenville	Within a 15 mile radius of Woodlawn Funeral

State	Area	Area Definition
Carolina		Home, 1 Pine Knoll Drive, Greenville, South Carolina 29609
Tennessee	Nashville	Within a 15 mile radius of Forest Lawn Funeral Home, 1150 South Dickerson Road, Goodlettsville, Tennessee 37072
Texas	Dallas	Within a 15 mile radius of Sparkman/Hillcrest Funeral Home, 7405 West Northwest Highway, Dallas, Texas 75225
Texas	Southeast Fort Worth	Within a 15 mile radius of Moore Funeral Home, 1219 North Davis Drive, Fort Worth, Texas 76012
Virginia	Charlottesville	Within a 15 mile radius of Teague Funeral Home, 2260 Ivy Road, Charlottesville, Virginia 22903
Virginia	Arlington-Alexandria	Within a 15 mile radius of Arlington Funeral Home, 4510 Wilson Boulevard, Arlington, Virginia 22203

Prior Notice – Cemeteries

State	Area	Area Definition
California	San Diego (South)	Within a 20 mile radius of Cypress View Mausoleum & Mortuary, 3953 Imperial Avenue at 40 th Street, San Diego, California 92113
Florida	Clearwater	Within a 20 mile radius of Sylvan Abbey Memorial Park, 2853 Sunset Point Road, Clearwater, Florida 33759
Florida	Jacksonville	Within a 20 mile radius of Greenlawn Cemetery, 4300 Beach Boulevard, Jacksonville, Florida 32219
Florida	St. Petersburg/ Largo	Within a 20 mile radius of Serenity Gardens Memorial Park, 13401 Indian Rocks Road, Largo, Florida 33774
Florida	Miami-Dade	Within a 20 mile radius of Woodlawn Park Cemetery North, 3260 S.W. 8 th Street, Miami, Florida 33135
Florida	Ocala	Within a 20 mile radius of Forest Lawn Memory Gardens, 5740 South Pine Ave, Ocala, Florida 34480
Florida	Orlando (West)	Within a 20 mile radius of Glen Haven Memorial Park, 2300 Temple Drive, Winter Park, Florida 32789
Florida	Port St. Lucie	Within a 20 mile radius of Fernhill Memorial Gardens, 1501 South Kanner Highway, Stuart, Florida 34994
Florida	Spring Hill/ Hudson	Within a 20 mile radius of Florida Hills Memorial Gardens, 14354 Spring Hill Drive, Spring Hill, Florida 34609

State	Area	Area Definition
Florida	Tampa	Within a 20 mile radius of Garden of Memories, 4207 East Lake Avenue, Tampa, Florida 33610
Georgia	Atlanta	Within a 20 mile radius of Fairview Memorial Gardens, 164 Fairview Road, Stockbridge, Georgia 30281 <u>OR</u> Georgia Memorial Park, 2000 Cobb Parkway SE, Marietta, Georgia 30060 <u>OR</u> Rose Haven Cemetery, 8640 Rose Ave., Douglasville, Georgia 30134
Georgia	North Augusta	Within a 20 mile radius of Hillcrest Memorial Park, 2700 Deans Bridge Road, Augusta, Georgia 30906
Louisiana	New Orleans	Within a 20 mile radius of Lake Lawn Park, 5454 Pontchartrain Boulevard, Louisiana 70124
Maryland	Annapolis	Within a 20 mile radius of Lakemont Memory Gardens, 900 West Central Ave, Davidsonville, Maryland 21035
Maryland	Baltimore	Within a 20 mile radius of Gardens of Faith Memorial Gardens, 5598 Trumps Mill Road, Baltimore, Maryland 21206
Missouri	Kansas City (North)	Within a 20 mile radius of White Chapel Funeral Home and Cemetery, 6600 Northeast Antioch Road, Gladstone, Missouri 64119
Missouri	South Kansas City, KS/ Missouri	Within a 20 mile radius of Mount Moriah Cemetery South, 10507 Holmes Road, Kansas City, Missouri 64131
North Carolina	High Point	Within a 20 mile radius of Guilford Memorial Park, 6000 High Point Road, Greensboro, North Carolina 27407
North Carolina	Raleigh	Within a 20 mile radius of Raleigh Memorial Park & Mitchell Funeral, 7501 Glenwood Avenue, Raleigh, North Carolina 27612
Pennsylvania	Philadelphia	Within a 20 mile radius of Whitemarsh Memorial

State	Area	Area Definition
		Park, 1169 Limekiln Pike, Ambler, Pennsylvania 19002
South Carolina	Greenville	Within a 20 mile radius of Greenville Memorial Gardens, 7784 Augusta Road, Piedmont, South Carolina 29673
Tennessee	Kingsport	Within a 20 mile radius of East Lawn Memorial Park, 4997 Memorial Boulevard, Kingsport, Tennessee 37664
Tennessee	Knoxville	Within a 20 mile radius of Highland Memorial Park, 5315 Kingston Pike, Knoxville, Tennessee 37919
Texas	Dallas (South)	Within a 20 mile radius of Laurel Land Funeral Home & Cemetery, 6000 South R.L. Thornton Freeway, Dallas, Texas 75232, except that the prior notice requirement shall include only those facilities that primarily serve the African American community
Texas	Dallas	Within a 20 mile radius of Hillcrest Mausoleum & Memorial Park, 7405 West Northwest Highway, Dallas, Texas 75225
Texas	Southeast Fort Worth	Within a 20 mile radius of Moore Memorial Gardens, 1219 North Davis Drive, Arlington, Texas 76012
Texas	Houston	Within a 20 mile radius of Forest Park Lawndale, 6900 Lawndale Street, Houston, Texas 77023
Virginia	Richmond (Northwest)	Within a 20 mile radius of Westhampton Memorial & Cremation Park, 10000 Patterson Avenue, Richmond, Virginia 23238
Virginia	Richmond (South)	Within a 20 mile radius of Bermuda Memorial Park, 1901 Bermuda Hundred Road, Chester, Virginia 23831
West	Kearneysville	Within a 20 mile radius of Rosedale Cemetery, 917

State	Area	Area Definition
Virginia		Cemetery Road, Martinsburg, West Virginia 25404