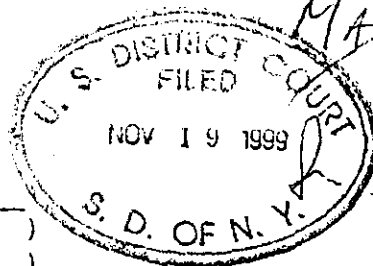


CASE
CLOSED

11/19/99

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



STATE OF NEW YORK BY
ELIOT SPITZER, ATTORNEY GENERAL,

Plaintiff,

-against-

SERVICE CORPORATION INTERNATIONAL

Defendant.

99-Civ.-11391 JSM

FINAL JUDGMENT

WHEREAS, plaintiff, the State of New York, and defendant, Service Corporation International ("SCI"), by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of law or fact herein; and that this Final Judgment shall settle all claims made by plaintiff in its Complaint filed on November 17, 1999;

WHEREAS, the essence of this Final Judgment is the divestiture of the Identified Assets.

AND WHEREAS, SCI has represented to plaintiff that the divestitures ordered herein can and will be made and that SCI, subject to the terms of this Final Judgment, will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

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I.
JURISDICTION

This Court has jurisdiction over each of the parties hereto and over the subject matter of this action. The Complaint states a claim upon which relief may be granted against defendant, as hereinafter defined, under Sections 1 and 2 of the Sherman Act and Section 7 of the Clayton Act, as amended (15 U.S.C. §§ 1, 2, and 18).

II.
DEFINITIONS

As used in this Final Judgment:

A. "SCI" means defendant Service Corporation International, a Texas corporation, with its headquarters in Houston, Texas and includes its successors and assigns, and its subsidiaries, divisions, affiliates, directors, officers, managers, agents and employees.

B. "Funeral services" means a group of services provided in connection with the death of an individual, whether sold on a "pre-need" or "at-need" basis, including but not limited to some or all of the following products or services: the services of a funeral director; removal of the body from the place of death; the embalming or other preparation of the body; making available a place for visitation and viewing of the body; arranging for or conducting some form of commemorative ceremony commonly referred to as a funeral service; the display and sale of merchandise such as caskets, funeral attire for the deceased, burial vaults, crypts or other cases, memorial stones, plaques or urns; the arrangement for and conveyance of the body to a cemetery or crematory for final disposition and interment; and the provision of products used in a Jewish house of mourning which may include a memorial candle, traditional low seats for mourners and special funeral prayer booklets;

C. "Jewish funeral services" means funeral services promoted and provided specifically to those who choose to observe some or all of the Jewish funeral rituals or traditions.

D. "Jewish funeral services provider" means a business that predominantly offers Jewish funeral services or promotes the sale of funeral services to those that desire to observe the funeral rituals of the Jewish faith.

E. "Identified Assets" means the following businesses: (1) Plaza Memorial Chapel, located at 630 Amsterdam Avenue, NY, NY 10024, (2) Kirschenbaum Brothers Funeral Home, located at 1153 Coney Island Avenue, Brooklyn, NY 11230, and (3) Garlick Funeral Home, also located at 1153 Coney Island Avenue, Brooklyn, NY 11230. Also included in "Identified Assets" are any and all business operations conducted under the name "Garlick-Kirschenbaum Funeral Home." Excluded from "Identified Assets," however, are Nevsky Memorial Chapels and the names "Jeffers," "Garlick," and "Garlick Funeral Home," except as provided in Section IIE.3. However, any and all assets of Nevsky Memorial Chapels located on the premises of 1153 Coney Island Avenue that are used for Kirschenbaum Brothers Funeral Home or Garlick Funeral Home or Garlick-Kirschenbaum Funeral Home are included in the definition of "Identified Assets." Included as "Identified Assets" in the case of each of the businesses included within that definition (except as otherwise provided herein) are:

1. all right, title and interest in and to owned or leased real property, together with all appurtenances, licenses and permits, whether held unconditionally or through an option or other device, provided however, that SCI may retain or convey to a landowner of a contiguous, adjacent, or abutting lot (subject to the approval of plaintiff, which will not be unreasonably withheld) the right, by easement or otherwise, to prevent the construction of any building exceeding the present height of the structure at 630 Amsterdam Avenue. SCI shall offer potential purchasers of the Identified Assets the option of: (1) a fee simple, or (2) a lease (which may contain an option to purchase a fee simple) for an initial term of no less than ten (10) years (unless the lessee desires a shorter term) on commercially reasonable terms and with the lessee's option to renew for at least ten (10) additional years (unless the lessee desires a shorter renewal term) also on commercially reasonable

terms. No lease shall be effective unless its terms have been approved in writing by plaintiff, which approval shall not unreasonably be withheld. SCI must also notify plaintiff of all offers to purchase a fee simple in the Identified Asset(s) and the reasons why any such offer(s) were not accepted.

2. all machinery, fixtures, equipment, computer equipment, furniture, tools, vehicles, and other tangible personal property used in the day-to-day operation of the Identified Assets;

3. all right, title and interest in the trade names used by the businesses comprising the Identified Assets (and all trademarks, service marks and logos or other commercial artwork used therewith), including "Plaza Memorial Chapels" and "Kirschenbaum Brothers Funeral Home" (and variations thereof, including translations into languages other than English), and for a period not to exceed five (5) years, the purchaser of Kirschenbaum Brothers Funeral Home shall have the right to state in advertisements directed primarily at consumers in Manhattan and Brooklyn (including, but not limited to, the Brooklyn and Manhattan Yellow Pages), that Kirschenbaum Brothers Funeral Home was formerly known as "Garlick-Kirschenbaum Brothers Funeral Home" and is the successor to "Garlick Funeral Home of Brooklyn" provided, however, that the word "Garlick" shall not be greater than one-half of the size of the word "Kirschenbaum" in such advertisements, and except that this Section IIE.3 does not purport to require SCI to convey to the purchaser of Kirschenbaum Brothers Funeral Home and Garlick Funeral Home any rights greater than those currently held by SCI;

4. all right, title and interest in the financial and other books, records and computer or other files maintained in connection with the operation of the Identified Assets, including but not limited to customer histories and customer lists and excluding any information about assets or businesses other than the Identified Assets;

5. all vendor lists, vendor records, management information systems, software, catalogs, sales promotion literature, and advertising materials, but excluding systems and

software that are part of SCI's centralized information systems;
and

6. all right, title, and interest in and to the contracts entered into in the ordinary course of business with customers (together with associated bids and performance bonds), suppliers, sales representatives, distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors, and consignees.

7. all right, title, and interest in and to any and all agreements, formal and informal, with burial societies, fraternal orders, synagogues and other organizations relating to the provision of funeral services to their members, including cemetery maps, grave-opening permits, and membership lists.

III. **APPLICABILITY**

The provisions of this Final Judgment apply to defendant, its successors and assigns, subsidiaries, directors, officers, managers, agents, and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV. **DIVESTITURES**

A. SCI is hereby ordered and directed in accordance with the terms of this Final Judgment within nine (9) months after the entry of this Final Judgment to sell the Identified Assets as viable ongoing businesses to a purchaser (or purchasers) acceptable to plaintiff in plaintiff's sole discretion. It is the essence of this Final Judgment that the divestiture of the Identified Assets be accomplished in an expeditious fashion. SCI shall use its best efforts to accomplish the divestitures as expeditiously and timely as possible. SCI shall take such actions as are reasonably necessary to maintain the viability, marketability, and competitiveness of the Identified Assets,

pending the divestiture of the Identified Assets, and preserve the ability of the Identified Assets to compete at least at their current level of quality and capacity, and shall not permit the destruction, removal, wasting, deterioration or impairment of any of these assets, except for ordinary wear and tear that does not affect their viability, marketability, or competitiveness, and shall transfer each Identified Asset in a manner that preserves each Identified Asset's marketability, viability, and competitiveness. SCI shall not move Nevsky Memorial Chapels to a new location prior to the divestitures contemplated herein without the prior written permission of plaintiff. The requirements of this provision include the obligation with respect to the Identified Assets to:

1. maintain all operations at least at their current levels and not reduce hours or personnel at either location;
2. make all payments required to be paid under any contract (including formal or informal agreements or practices with burial societies, synagogues, or other organizations) or lease when due, and otherwise pay all liabilities and satisfy all obligations, in a manner consistent with past practice;
3. maintain each business' books and records;
4. not display any signs or conduct any advertising that indicates that any business that is being divested is moving its operations to another location or that the business will close, nor display any signs or conduct any advertising that refers to any other existing SCI funeral home that was not displayed or conducted prior to September 1, 1999 or any funeral home that SCI plans to open or acquire in the future. This provision does not prohibit SCI from agreeing with the purchaser to place a sign on the premises of 1153 Coney Island Avenue notifying the public that Nevsky Memorial Chapels has moved to a new location (including the new address and telephone number of such new location) once that move has taken place;
5. not diminish or modify in any material respect the existing advertising expenditures, programs and policies for any business, other than changes in the ordinary course of business consistent with past practice for the business; and

6. not transfer any on-site employees of the Identified Assets to another SCI operation.

B. In divesting the Identified Assets, SCI shall offer the Identified Assets both as a package and separately (i.e., Plaza Memorial Chapel separate from the other Identified Assets). In accomplishing the divestitures ordered by this Final Judgment, SCI promptly shall make known, by usual and customary means, the availability of the Identified Assets. SCI shall inform any person making an inquiry regarding a possible purchase that the sale is being made pursuant to this Final Judgment and provide such person with a copy of this Final Judgment. SCI shall also offer to furnish to all prospective buyers, subject to customary confidentiality assurances, all information regarding the Identified Assets customarily provided in a due diligence process except such information subject to attorney-client privilege or attorney work-product privilege. However, such customary confidentiality assurances shall not prohibit any communication between potential purchasers and plaintiff relating to the divestitures provided for herein. SCI shall make available such information to plaintiff along with the next affidavit to be submitted under Section VIIA of this Final Judgment.

C. SCI represents that Schedule A to this Final Judgment contains the names of all living persons (except the former owners of I.J. Morris) that have (1) owned any direct interest in any of the Identified Assets, or (2) who have performed funeral directing services at any of the Identified Assets (regardless of their employment status) for a total of six (6) months (whether continuous or not) and that were employed by SCI on September 1, 1999. SCI shall not interfere with the efforts of any purchaser of the Identified Assets to employ persons that are listed on Schedule A and will not enforce any covenant or other contractual commitment that otherwise would prohibit any person listed on Schedule A from accepting such employment. Furthermore, SCI shall inform the persons listed on Schedule A that SCI will not attempt to prohibit such persons from purchasing or operating the Identified Assets through the enforcement of any covenant or other contractual commitment that otherwise would prohibit such persons from purchasing or

operating the Identified Assets. Nothing in this Section requires SCI to continue performance under employment or consulting agreements with employees or consultants who elect to accept employment with the purchaser of any Identified Asset. SCI shall, however, continue performance under agreements made in connection with the purchase by SCI of the Identified Assets from those persons listed in Schedule A (whether or not such persons now agree to purchase or accept employment at any of the Identified Assets). SCI shall provide plaintiff with a list of the individuals listed on Schedule A who have been so informed in their periodic compliance reports.

D. SCI shall permit prospective purchasers of the Identified Assets to have access to personnel records and to make such inspection of such assets; access to any and all environmental, zoning, and other permit documents and information; and access to any and all financial, operational, or other documents and information as are customarily provided to prospective purchasers of a funeral home business.

E. SCI shall make the usual and customary warranties to any and all purchasers of the Identified Assets in a contract of purchase and sale of an ongoing business, including, but not limited to a warranty that there are no material defects in the environmental, zoning, or other permits pertaining to the operation of the Identified Assets, and that with respect to each Identified Asset, SCI will not undertake, directly or indirectly, following the divestiture of each asset, any challenges to the environmental, zoning, or other permits pertaining to the operation of the Identified Assets. SCI will cause to be included in any definitive purchase agreement relating to the divestiture of any of the Identified Assets a provision mandating that the purchaser(s) of the Identified Asset(s) operate the Identified Asset(s) as a Jewish funeral services provider(s) for at least five (5) years after acquiring the Identified Asset(s). SCI also will cause to be included in any such definitive agreement a provision mandating that - for a period of five (5) years after the date of the acquisition - the purchaser(s) of the Identified Asset(s) request and obtain the approval of plaintiff before selling or agreeing to sell the Identified Asset(s). SCI also shall cause to be included in any

such definitive agreement a provision granting plaintiff the right to enforce as a third-party beneficiary the terms of the definitive agreement that are required by this Section IV E.

F. SCI shall not take any action, direct or indirect, that will impede in any way the operation of the Identified Assets pending divestiture.

G. SCI will treat the purchaser(s) of the Identified Assets (and their successors) in a non-discriminatory manner after their divestiture with respect to the occasional rental of any SCI facility for use in conducting a funeral service relative to the treatment accorded to any other funeral home (except those listed on Schedule B to this Final Judgment).

V.

APPOINTMENT OF TRUSTEE

A. In the event that SCI has not sold the Identified Assets within the time period specified in Section IV (as modified by Section VI) of this Final Judgment, and the plaintiff is satisfied that SCI has fulfilled its obligations to exercise best efforts to sell the Identified Assets, then plaintiff may elect to extend the time period under this Section for a reasonable additional time period(s), which extension shall not unreasonably be denied. If, at the end of the time period specified in Section IV (as modified by Section VI) of this Final Judgment or any extension thereof pursuant to this Section VA, the plaintiff is not satisfied that SCI has exercised its best effort to sell the Identified Assets, then the Court shall appoint, on application of plaintiff, a trustee selected by plaintiff, to effect the divestiture of each such asset not sold.

B. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the Identified Assets. The trustee shall have the power and the authority to accomplish any and all divestitures at the best price (but no minimum price) then obtainable upon a reasonable effort by the trustee, subject to the provisions of Sections IV and VIII of

this Final Judgment, and shall have such other powers as the Court shall deem appropriate. Subject to Section VC of this Final Judgment, the trustee shall have the power and authority to hire at the cost and expense of SCI any investment bankers, attorneys, or other agents reasonably necessary in the judgment of the trustee to assist in the divestitures, and such professionals and agents shall be accountable solely to the trustee. The trustee shall have the power and authority to accomplish the divestitures at the earliest possible time to a purchaser or purchasers acceptable to plaintiff, and shall have such other powers as this Court shall deem appropriate. SCI shall not object to a sale by the trustee on any grounds other than the trustee's malfeasance. Any such objections by SCI must be conveyed in writing to plaintiff and the trustee within ten (10) calendar days after the trustee has provided the notice required under Section VI of this Judgment.

C. The trustee shall serve, without bond or other security, at the cost and expense of SCI, on such terms and conditions as the Court may prescribe, and shall account for all monies derived from the sale of each asset sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and agents retained by the trustee, all remaining money shall be paid to SCI and the trust shall then be terminated. The compensation of such trustee and of any professionals and agents retained by the trustee shall be reasonable in light of the value of the divested business and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished.

D. SCI shall use its best efforts to assist the trustee in accomplishing the required divestitures, including best efforts to effect all necessary regulatory approvals. The trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of the businesses to be divested, and SCI shall develop financial or other information relevant to the businesses to be divested customarily provided in a due diligence process as the trustee

may reasonably request, subject to customary confidentiality assurances. SCI shall permit bona fide prospective acquirers of each Identified Asset to have reasonable access to personnel and to make such inspection of physical facilities and any and all financial, operational or other documents (and other information) relating to the Identified Assets as may be relevant to the divestitures required by this Final Judgment.

E. After its appointment, the trustee shall file monthly reports with the parties setting forth the trustee's efforts to accomplish the divestitures ordered under this Final Judgment. Such reports shall include the name, address and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the business to be divested, and shall describe in detail each contact with any person during that period. The trustee shall maintain full records of all efforts made to sell the businesses to be divested.

F. If the trustee has not accomplished such divestitures within twelve (12) months after its appointment (or sooner if in its opinion all available sales options have been exhausted), the trustee thereupon shall file promptly with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestitures, (2) the reasons, in the trustee's judgment, why the required divestitures have not been accomplished, and (3) the trustee's recommendations; provided, however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such report to the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall enter thereafter such orders as it shall deem appropriate in order to carry out the purpose of the trust which may, if necessary, include extending the trust and the term of the trustee's appointment by a period requested by plaintiff.

VI.
NOTIFICATION AND APPROVAL

Within five (5) business days following execution of a letter of intent, contemplating a definitive agreement, contingent upon compliance with the terms of this Final Judgment, to effect, in whole or in part, any proposed divestiture pursuant to Sections IV or V of this Final Judgment, SCI or the trustee, whichever is then responsible for effecting the divestiture, shall notify plaintiffs of the proposed divestiture. If the trustee is responsible, it shall similarly notify SCI. The notice shall set forth the details of the proposed transaction and list the name, address, and telephone number of each person not previously identified who offered to, or expressed an interest in or a desire to, acquire any ownership interest in the business to be divested that is the subject of the binding contract, together with full details of same. Within thirty (30) calendar days of receipt by plaintiff of such notice, plaintiff, in its sole discretion, may request from SCI, the proposed purchaser, or any other third party additional information concerning the proposed divestiture and the proposed purchaser. SCI and the trustee shall furnish any additional information requested from them within thirty (30) calendar days of the receipt of the request, unless the parties shall otherwise agree. At such time as plaintiff's review of the materials provided by SCI, the proposed purchaser, and any other third party is complete, plaintiff shall provide written notice to SCI and the trustee, if there is one, stating whether or not the proposed purchaser and divestiture are acceptable to plaintiff. Once SCI has provided plaintiff with the notice contemplated under this Section VI of the Final Judgment, the time period specified in Section IVA (or any extension(s) thereof under Section VA) shall be tolled until plaintiff has notified SCI of its approval or rejection of the proposed purchaser, provided however, that if SCI fails to provide information requested by plaintiff within thirty (30) days as required under this Section VI, the period provided under Section IVA (or any extensions thereof) shall not be tolled for the number of days that the information requested is overdue. As soon as plaintiff advises SCI that it does not object to the proposed purchaser, SCI shall promptly negotiate a

definitive agreement with the purchaser, which will be provided promptly to plaintiff. If plaintiff provides written notice to SCI and the trustee (if there is one) that the purchaser and definitive agreement are acceptable to plaintiff, then the divestiture may be consummated, subject only to SCI's limited right to object to the sale under Section VB of this Final Judgment. Upon objection by plaintiff, a divestiture proposed under Section IV or Section V shall not be consummated. Upon objection by SCI under the provision in Section VB, a divestiture proposed under Section V shall not be consummated unless approved by the Court.

VII.
AFFIDAVITS

A. Within thirty (30) calendar days of the entry of this Final Judgment and every thirty (30) calendar days thereafter until the divestiture has been completed, whether pursuant to Section IV or Section V of this Final Judgment, SCI shall deliver to plaintiff an affidavit as to the fact and manner of compliance with Sections IV or V of this Final Judgment. Each such affidavit shall include, inter alia, the name, address, and telephone number of each person who, at any time after the period covered by the last such report, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the businesses to be divested, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts that SCI has taken to solicit a buyer for any and all of the Identified Assets and to provide required information to prospective purchasers, including the limitations, if any, on such information.

B. As part of the first affidavit required under Section VIIA of this Final Judgment, SCI shall provide a detailed description of all actions SCI has taken and all steps SCI has implemented on an on-going basis to preserve the Identified Assets pursuant to Section IV of this Final Judgment. The affidavit also shall describe, but not be limited to, SCI's efforts to maintain and operate each Identified Asset as an

active competitor, maintain the management, staffing, sales, marketing and pricing of each asset, and maintain each asset in operable condition at current capacity configurations. SCI shall in each subsequent affidavit required to be submitted under Section VIIA of this Final Judgment describe any material changes to the efforts and actions outlined in SCI's earlier affidavit(s).

C. Until one year after such divestiture has been completed, SCI shall preserve all records of all efforts made to preserve the Identified Assets and to effect the ordered divestitures.

VIII. **FINANCING**

SCI is ordered and directed not to finance all or any part of any acquisition by any person made pursuant to Sections IV or V of this Final Judgment without prior written approval of plaintiff.

IX. **ACQUISITIONS**

SCI is hereby ordered and directed that after the entry of this Final Judgment, SCI shall not acquire any Jewish Funeral Service Provider located in the City of New York, Westchester County, or Nassau County, without providing plaintiff with prior notice of the intent to consummate such a transaction and information to aid plaintiff in conducting an antitrust evaluation the transaction. Pursuant to this Section, SCI shall provide notice of its intention to acquire any Jewish Funeral Service Provider and also provide to plaintiff information sufficient to evaluate the competitive effects of such an acquisition with at least as much detail as would be provided by the Notification and Report Form utilized in complying with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. 15 U.S.C. § 18a. SCI shall not consummate the proposed acquisition for at least thirty (30) days after providing notice and the information described above to plaintiff. Within the initial thirty (30) day period, plaintiff

may request additional information to aid its evaluation of the competitive effects of the proposed acquisition. If plaintiff requests such additional information, SCI shall not consummate the proposed acquisition for at least twenty (20) days after plaintiff notifies SCI that SCI has substantially complied with plaintiff's request for additional information. SCI's obligations under this Section are not conditioned on any size of person or size of transaction thresholds, nor are SCI's obligations under this Section excused where notice to the Federal Trade Commission is provided under the Hart-Scott-Rodino Act.

X.

COMPLIANCE INSPECTION

For purposes of determining or securing compliance with the Final Judgment and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the plaintiff, on reasonable notice to SCI made to its principal offices, shall be permitted:

1. Access during regular office hours of SCI to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of SCI, who may have counsel present, relating to the matters contained in this Final Judgment; and

2. Subject to the reasonable convenience of SCI and without restraint or interference from it, to interview, either informally or on the record, its officers, employees, and agents, who may have counsel present, regarding any such matters.

B. Upon the written request of the plaintiff, SCI shall submit such written reports, under oath if requested, with respect to any matter contained in the Final Judgment.

C. If at the time information or documents are furnished by SCI to plaintiff, SCI represents and identifies in writing

the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and SCI marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) calendar days notice shall be given by plaintiff to SCI prior to divulging such material in any legal proceeding to which SCI is not a party.

XI.

**PAYMENT OF REASONABLE
ATTORNEYS' FEES AND EXPENSES**

SCI is ordered to pay to the Office of the Attorney General the sum of \$1,200,000.00, which amount shall constitute the reasonable attorneys' fees and expenses incurred by plaintiff in conducting the investigation leading to the entry of this Final Judgment. Of this sum, the Court directs that \$50,000.00 be deposited into the existing Litigation Settlement Fund established in the Office of the Attorney General, for the purpose of antitrust enforcement and training and for such other law enforcement purposes as the Office of the Attorney General may determine. Payment by SCI is to be made by cash or certified check within 10 business days after the entry of this Final Judgment.

XII.

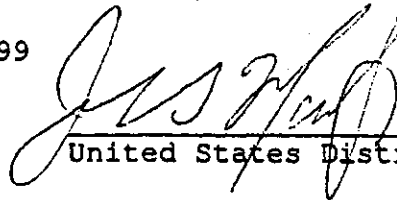
RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XIII.
TERMINATION

Unless this Court grants an extension, this Final Judgment will expire upon the tenth anniversary of the date of its entry.

✓ Dated: 11/18, 1999


United States District Judge

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 11/23/99