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BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

FILED

MAR 07 2008

ADMINISTRATIVE HEARING
COMMISSION

MISSOURI BOARD OF EMBALMERS)
AND FUNERAL DIRECTORS,)

Petitioner,)

No. 07-0590 EM

v.)

DENVER H. FIKE)

Respondent.)

JOINT STIPULATION
BETWEEN DENVER H. FIKE AND THE MISSOURI BOARD OF
EMBALMERS AND FUNERAL DIRECTORS
AND MOTION TO DISMISS WITHOUT PREJUDICE

Pursuant to the rules governing practice and procedure before the Administrative Hearing Commission ("AHC"), 1 CSR 15-3.440; and pursuant to the terms of § 536.060, RSMo,¹ as it is made applicable to the AHC by § 621.135, RSMo, the parties waive the right to a hearing and decision in the above-captioned case by the AHC. In addition, the parties waive the right to a disciplinary hearing before the Board of Embalmers and Funeral Directors ("Board") pursuant to § 621.110, RSMo. The parties jointly stipulate and agree that a final disposition of this matter may be effectuated as described below, and, therefore, Petitioner moves for dismissal without prejudice of the above-captioned matter, and states:

¹ All statutory references are to the 2000 Revised Statutes of Missouri unless otherwise noted.

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1. Denver H. Fike (hereinafter "Fike") and the Board enter into this Joint Stipulation for the purpose of resolving the pending complaint in the above-captioned matter.
2. Fike acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by an administrative hearing commissioner, and subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to make a claim for attorney's fees incurred in defending this action against his license if he prevailed. Being aware of these rights provided to him by operation of law, Fike knowingly and voluntarily waives each and every one of these rights and freely enters into this Joint Stipulation and agrees to abide by the terms of this document.
3. The parties stipulate and agree that this document is the joint work product of the parties. The parties hereto stipulate and agree that this document embodies the entire agreement and understanding of the parties with respect to the subject matter

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contained herein. The parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made.

4. Effective immediately, Fike VOLUNTARILY SURRENDERS his license as a state licensed funeral director, no. 001568, in lieu of the parties proceeding further in the Board's disciplinary process. Fike shall not engage in the practice as a funeral director after February 19, 2008. Furthermore, Fike agrees to not apply for issuance or reinstatement of a funeral director license for a period of at least 5 years from the effective date of this Joint Stipulation. In addition to any and all other requirements set forth by statute, rule or regulation for reinstatement, Fike shall successfully complete the required examination for funeral director license prior to issuance of a funeral director license. Fike shall return his funeral director license, wall-hanging license, pocket card, and all other indicia of licensure to the Board within two weeks of the effective date of this Joint Stipulation. This Joint Stipulation shall become effective when signed by the Executive Director of the Board.

5. Fike also agrees that by February 19, 2008, he will resign as an officer of H.S. Smith Funeral Home, Inc., and notify the Board of his resignation by providing the Board with copies of all the necessary paperwork filed with the Missouri Secretary of State Office. Furthermore, Fike agrees not to reinstate himself as an officer of H.S. Smith Funeral Home, Inc. for a period of at least 5 years from the effective date of this Joint Stipulation.

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6. Fike, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and its employees, agents, or attorneys, including any former members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case, its litigation, or from the negotiation or execution of its settlement. Fike acknowledges that this paragraph is severable from the remaining portions of this Joint Stipulation in that it survives in perpetuity even in the event that any court or administrative tribunal deems this Joint Stipulation or any portion thereof void or unenforceable.

7. Based upon Fike's voluntary surrender, the parties mutually agree that the case presently before the AHC in this matter will be dismissed without prejudice.

8. The terms of this Joint Stipulation are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Joint Stipulation nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

9. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

10. This Joint Stipulation does not bind the Board or restrict the remedies available to it concerning any future violations by Fike of §§ 333.011 through 333.261, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Joint Stipulation.

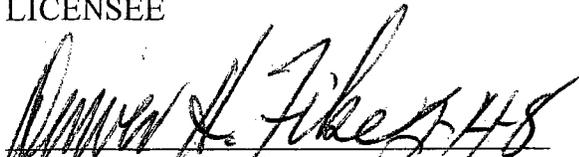
11. The parties to this Joint Stipulation understand that the Board will maintain this Joint Stipulation as an open and public record of the Board as provided in Chapters 610, 620, and 333, RSMo.

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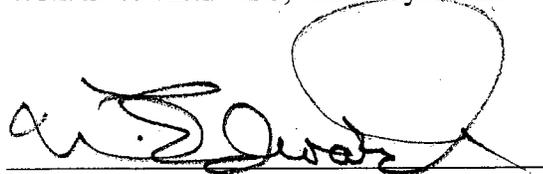
MISSOURI BOARD OF EMBALMERS
AND FUNERAL DIRECTORS


Denver H. Fike Date

 3/5/08
Becky Dunn Date
Executive Director

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