

STIPULATION AND SURRENDER AGREEMENT BETWEEN STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS AND DWANE A. WILLS, II

The State Board of Embalmers and Funeral Directors (the "Board") and Dwane A. Wills, II ("Licensee" or "Wills"), enter into this "Stipulation and Surrender Agreement Between State Board of Embalmers and Funeral Directors and Dwane A. Wills, II" (the "Agreement") to oversee the surrender of Will's funeral director and embalmer licenses.

Both parties stipulate and agree to final disposition of this matter as described below.

Licensee acknowledges that he understands the various rights and privileges afforded him by law. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document, as they pertain to him.

For the purpose of resolving the issue of his licenses, Licensee stipulates that the factual allegations contained in this Agreement are true and stipulates with the Board that Licensee's licenses are to be surrendered to the Board in accordance with the provisions of Chapters 324, 333 and 621, RSMo.

Joint Stipulation of Facts and Conclusions of Law

The parties agree and stipulate to the following findings of fact and conclusions of law:

1. The Board is an agency of the state of Missouri created and established by Section 333.151, RSMo, for the purposes of executing and enforcing the provisions of Chapter 333, RSMo, and the portions of Chapter 436, RSMo, related to preneed funeral contracts.

2. Dwane A. Wills, II, is an individual who last registered his address with the Board as 1221 53rd Ave E, Bradenton, Florida 34203.

3. Wills holds embalmer license number 006238 that is and was current and active at all times relevant to this matter.

4. Wills holds funeral director license number 005020 that is and was current and active at all times relevant to this matter.

5. Wills served as funeral director in charge of Sweeney Reser Wills Funeral Home in Marshall, Missouri (the "Funeral Home")¹.

6. Wills served as the manager of all aspects of the Funeral Home including its obligations and duties as a licensed preneed provider and a licensed preneed seller.

7. Sweeney Reser Wills Funeral Home held preneed provider license number P00686, at all times relevant to this matter.

8. Sweeney Reser Wills Funeral Home held preneed seller license number S00421, at all times relevant to this matter.

9. The Funeral Home ceased all business operations on December 17, 2009.

¹ The Funeral Home was a Missouri licensed funeral establishment until the date it ceased operations due to foreclosure.

10. Thereafter, Wills relocated to Florida, where he allowed his licenses to lapse and did not renew them.

11. Wills has no further intent to practice in the state of Missouri.

Agreement Order

The parties agree and stipulate that the following shall constitute the Agreement entered by the Board in this matter under the authority of Sections 333.330 and 621.045.3, RSMo:

12. Licensee's licenses to practice as a funeral director and embalmer are hereby **SURRENDERED** from the effective date of this Agreement.

Terms and Conditions of Surrender

Surrender Requirements

a. Licensee shall submit any and all copies of licenses to the Board as a prerequisite to this Agreement becoming final.

b. Licensee shall not seek to renew or file application for new Missouri funeral director and/or embalmer licenses.

13. The terms of this Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Agreement 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.

14. Licensee, together with its heirs and assigns and its attorney(s), do hereby

waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board 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, including any claims pursuant to Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

15. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

16. The Agreement shall go in to effect 15 days after the document is signed by the Executive Director of the Board and all requirements of surrender are fulfilled as addressed above.

17. This Agreement of the Board and Licensee shall be maintained as an open and public record of the Board as provided in Chapters 333, 610 and 324, RSMo.

LICENSEE

Dwane A. Wills, II 6.30.14
Dwane A. Wills, II DATE

MISSOURI STATE BOARD OF
EMBALMERS AND FUNERAL
DIRECTORS

Sandy Sebastian

Sandy Sebastian, Executive Director

Date: 7.25.2014

CHRIS KOSTER

Attorney General

Ross A. Brown

Ross A. Brown

Assistant Attorney General

Missouri Bar No. 62771

Supreme Court Building

207 West High Street

P.O. Box 899

Jefferson City, MO 65102

Telephone: 573-751-4087

Telefax: 573-751-5660

Attorneys for the Board

EFFECTIVE DATE

8.9.2014

STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS