

SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS AND WOOD FAMILY FUNERAL HOME, INC.

Wood Family Funeral Home, Inc. (hereinafter "Wood") and the State Board of Embalmers and Funeral Directors (hereinafter "Board") enter into this Settlement Agreement for the purpose of resolving the question of whether Wood's funeral establishment license, No. 2003000161, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo Cum. Supp. 2009. The Board and Wood jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Wood acknowledges that it understands the various rights and privileges afforded it by law, including the right to a hearing of the charges against it; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against it at the hearing; the right to present evidence on its behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against it; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the

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

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Board at which time Wood may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to it by law, Wood knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to it.

Wood acknowledges that it has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Wood stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Wood's license as a funeral establishment, License No. 2003000161, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo Cum. Supp. 2009, and Chapter 333, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Wood in Part II herein is based only on the agreement set out in Part I herein. Wood understands that the Board may take further disciplinary action against it based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Wood herein jointly stipulate to the following:

1. The State Board of Embalmers and Funeral Directors is an agency of the State of Missouri, created pursuant to § 333.111, RSMo 2000, for the purpose of maintaining standards of service and practice to be followed in the professions of embalming and funeral directing.

2. The Board is charged with enforcing the provisions of Chapter 333 pursuant to § 333.121, RSMo 2000.

3. Wood holds a Missouri funeral establishment license, No. 2003000161. Wood's license is and was at all times material herein current and active.

4. Jeanette M. Wood (hereinafter "Ms. Wood") is President of the Wood funeral establishment, and Wood is under Ms. Wood's general direction and supervision.

5. On or about January 22, 2007, the Board sent Ms. Wood a letter that Wood needed to promptly bring its corporate status current within 30 days of the date of its letter or the Board might refer this matter to the Attorney General's Office for official discipline.

6. On or about March 2, 2007, the Board sent a certified letter to Ms. Wood regarding a discrepancy with Wood's registration status with the Secretary of State's Office.

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The Board requested that Ms. Wood verify in writing within the next 30 days that this registration matter had been resolved.

7. On or about April 9, 2007, the Board received a letter from Ms. Wood stating that she was in the process of correcting the corporate status of Wood.

8. On or about April 9, 2007, the Board sent a letter to Ms. Wood regarding her notification to the Board that Wood had been administratively dissolved or revoked. The Board stated that this issue would be reviewed at the Board's next meeting. The Board also requested that within the next 30 days Ms. Wood inform the Board of what actions she planned to take to resolve this matter.

9. On or about June 14, 2007, the Board sent a memorandum to Ms. Wood asking her to forward documentation to the Board regarding her intentions to ensure that Wood was registered correctly with the Board and with the Secretary of State's Office.

10. On or about October 1, 2007, the Board sent Ms. Wood a certified letter requesting that she personally appear at the Board's December 3, 2007 meeting to discuss Wood's corporate status.

11. On or about November 21, 2007, Mr. Terry Rottler, Ms. Wood's attorney, faxed an entry of appearance to the Board.

12. On or about November 26, 2007, Mr. Rottler sent a letter to the Board outlining the measures being taken to restore Wood's corporate status. Mr. Rottler indicated in his letter that it appeared that Ms. Wood would need the help of a tax advisor to resolve this

matter. In this same letter, Mr. Rottler requested that the Board grant Ms. Wood a continuance, because due to scheduling conflicts, he would not be able to appear at the December 3, 2007 board meeting.

13. On or about February 25, 2008, the Board received an update letter from Mr. Rottler regarding Wood's corporate status. Mr. Rottler indicated that retroactive annual reports had been prepared and were ready to be filed with the Secretary of State's Office. He also stated that he had recommended to Ms. Wood that she seek the assistance of a certified public accountant to obtain the tax clearance letter from the Department of Revenue.

14. On or about June 16, 2008, the Board sent Ms. Wood a certified letter requesting that she appear at the Board's August 19, 2008 meeting to discuss what steps she was taking to resolve the matter of Wood's lapsed corporate status.

15. On or about August 11, 2008, Mr. Rottler faxed a letter to the Board concerning Ms. Wood's efforts to reinstate Wood's corporate status with the Secretary of State's Office. Mr. Rottler asked that Ms. Wood be removed from the August board meeting agenda and instead be added to the December board meeting agenda.

16. On or about September 11, 2008, the Board sent Ms. Wood a letter requesting the following:

At the August 20, 2008 Board Meeting the Board hereby requested a detailed letter reporting the status of your dissolved corporation within the next thirty (30) days. If the dissolved corporation status has not been resolved in that time period, update letters will be required every thirty days. The board may request a future appearance before the Board if necessary.

17. On or about October 27, 2008, the Board received an update letter from Mr. Rottler. In his letter, Mr. Rottler indicated that Ms. Wood had experienced some difficulty in obtaining the tax clearance letter from the Department of Revenue.

18. On December 11, 2008, the Board sent a letter to Mr. Rottler requesting that Ms. Wood provide the Board with the following:

[T]he Board is hereby requesting an affidavit of the owner of the business entity and a detailed letter reporting the status of your dissolved corporation and [sic] within the next thirty (30) days. If the dissolved corporation status has not been resolved in that time period, update letters will be required every thirty days. The board may request a future appearance before the Board if necessary.

19. On January 20, 2009, the Board sent a "Second Notice" letter to Mr. Rottler regarding Wood's corporate status. The Board requested the following: "You are requested to submit an update letter within the next ten (10) days and then every thirty days until this matter is resolved. The board may request a future appearance before the Board if necessary."

20. On or about January 26, 2009, the Board received a letter from Mr. Rottler containing an affidavit from Ms. Wood. Ms. Wood's affidavit detailed her efforts to obtain a tax clearance letter from the Department of Revenue.

21. On or about March 12, 2009, the Board sent a fax to Mr. Rottler requesting that he provide the Board with an update by March 20, 2009, regarding the dissolved corporate status of Wood.

22. On or about March 12, 2009, the Board received an update letter from Mr. Rottler concerning Ms. Wood's efforts to reinstate Wood's corporate status.

23. Cause exists to discipline Wood's Missouri funeral establishment license pursuant to § 333.121.2(6), RSMo, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter[.]

24. Ms. Wood's failure to timely update Wood's corporate status violates 20 CSR 2120-2.070(6), which states in pertinent part:

Each application for a funeral establishment shall be made in the name of the person or business entity authorized to conduct business in Missouri. No license shall be issued to an establishment that has no legal recognition. A Missouri licensed funeral establishment shall maintain a current and active authorization to conduct business in Missouri with the Missouri Secretary of State.

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2008.

1. Wood's license is on probation. Wood's funeral establishment license, No. 2003000161, shall be placed on PROBATION for a period of two years (the "disciplinary period").

2. During the disciplinary period, Wood shall be entitled to operate as a funeral establishment, provided that it adheres to all of the following terms and conditions:

A. Wood shall keep the Board apprised at all times in writing of its current business address and telephone number, and Ms. Wood shall keep the Board apprised at all times in writing of her current home and work addresses and telephone number at each place of business. Wood and Ms. Wood, respectively, shall provide the Board with written notification within ten days of any change in this information.

B. Wood and Ms. Wood shall timely renew all board issued licenses and registrations and timely pay all fees for these renewals and comply with all other requirements to maintain their licenses and registrations in a current and active state.

C. Wood and Ms. Wood shall annually renew its corporate status with the Secretary of State's Office on or before the deadline set forth by the Secretary of State.

D. If, at any time within the disciplinary period, Wood and/or Ms. Wood change residence and/or place of business from the State of Missouri, cease to be currently licensed under the provisions of Chapter 333 and Chapter 436, as amended, or fail to keep the Board advised of all current places of business and/or residence, the time of absence, or unlicensed status or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

E. Wood and Ms. Wood shall comply with all provisions of Chapter 333, RSMo, and §§ 436.405 through 436.525, RSMo Cum. Supp. 2009; all rules and regulations of the Board; and all state and federal laws related to the performance of duties in the funeral industry.

F. Ms. Wood and/or an agent of Wood shall appear before the Board or its representatives upon the Board's request.

G. Wood and Ms. Wood shall accept and cooperate with unannounced visits from the Board's duly authorized representative to monitor their compliance with these terms and conditions.

H. Wood and Ms. Wood shall submit written reports to the Board by no later than January 1 and July 1 during each year of the disciplinary period stating

truthfully whether there has been compliance with all terms and conditions of this Settlement Agreement.

3. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Wood of Chapter 333, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

4. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Board or may be discovered.

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

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

7. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 333, 610, and 620, RSMo, as amended.

8. Wood together with its partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit, and forever discharge the Board, its respective members, employees, agents, and attorneys including former members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, expenses, and compensation, including, but not limited to, any claim 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, as amended, 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 or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

9. Wood understands that it may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Wood's license. If Wood desires the Administrative Hearing Commission to review this Settlement Agreement, Wood may submit its request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 West High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

10. If Wood requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Wood's license. If Wood does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

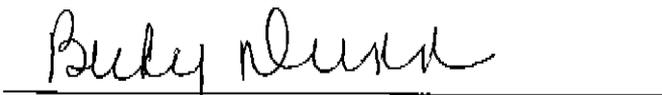
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Wood Family Funeral Home, Inc.
By Jeanette M. Wood

Date 06/21/2010

STATE BOARD OF EMBALMERS AND
FUNERAL DIRECTORS



Becky Dunn, Executive Director

Date July 16, 2010

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