

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH**

Re: Driscoll Mortuary, Inc.
Inspection Certificate No.: 000187

Petition No. 2005-1209-056-023

VOLUNTARY AGREEMENT NOT TO RENEW OR REINSTATE
INSPECTION CERTIFICATE

Timothy W. Driscoll, authorized representative for the Driscoll Mortuary, Inc., being duly sworn, deposes and says:

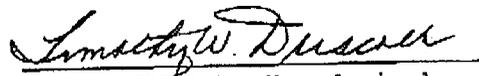
1. I am over the age of majority and understand the obligations of an oath.
2. I make this affidavit on the basis of personal knowledge.
3. Driscoll Mortuary, Inc. was issued an inspection certificate by the Department of Public Health (hereinafter "the Department") to conduct a funeral service business, under certificate number 00227.
4. Driscoll Mortuary, Inc. hereby voluntarily agrees not to renew or reinstate its inspection certificate to conduct a funeral service business in the State of Connecticut.
5. Though Driscoll Mortuary, Inc. does not admit to the allegations contained in Petition Number 2005-1209-056-023, it is understood and agreed that if Driscoll Mortuary, Inc. seeks a new inspection certificate or to reinstate its inspection certificate at any time in the future, the allegations contained in Petition Number 2005-1209-056-023 shall not be contested. It is further understood that any such application must be made to the Department which shall have absolute discretion as to whether said inspection certificate shall be issued or reinstated and, if so, whether said inspection certificate shall be subject to conditions.
6. Driscoll Mortuary, Inc. hereby waives any right to a hearing it may have regarding any request that its inspection certificate be reinstated or that a new inspection certificate be issued and also waives any right that it may have to appeal or otherwise challenge the disposition of any such request.
7. Driscoll Mortuary, Inc. agrees that this affidavit and the case file in Petition Number 2005-1209-056-023 are public documents, and this affidavit is executed in settlement of the allegations contained in the above-referenced petition.

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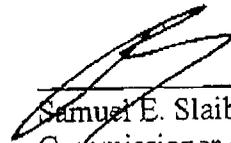
8. This agreement not to renew or reinstate the inspection certificate is a reportable event and is public information.
9. Driscoll Mortuary, Inc. agrees to cooperate with any agency of the State of Connecticut in any investigation involving possible violation(s) of statutes governing the conduct of embalmer/funeral directors and/or the operation of a funeral service business or the care and/or disposal of human remains, in the event that any additional complaints are received by the Department.
10. I understand that, upon execution of this document by the Department, the Department will present this document to the Board and will move to withdraw the Statement of Charges in Petition No. 2005-1209-056-023. I understand that this document is not effective unless and until the Department has executed it, and the Connecticut Board of Examiners of Embalmers and Funeral Directors (hereinafter "the Board") either grants the Department's Motion to Withdraw or the charges are dismissed.
11. Driscoll Mortuary, Inc. agrees to provide a complete accounting of any and all pre-need and/or escrow accounts to the Connecticut Department of Public Health within fifteen days of the Board's granting of the Department's Motion to Withdraw or dismissal of the charges.
12. Driscoll Mortuary, Inc. agrees to inform, via mail, the beneficiaries of any and all pre-need and/or escrow accounts that Driscoll Mortuary is closed, and that such beneficiaries should make arrangements to transfer these accounts. Said mailings shall not refer the beneficiaries to any specific funeral service business, and shall be mailed within fifteen days of the Board's granting of the Department's Motion to Withdraw or dismissal of the charges.
13. It is understood that the Driscoll Mortuary, Inc. has the right to consult with an attorney prior to the execution of this affidavit.
14. I understand that the execution of this document has no bearing on any criminal liability without the written consent of the Director of the Medicaid Fraud Control Unit or the Bureau Chief of the Division of Criminal Justice's Statewide Prosecution Bureau.

15. I understand that the purpose of this agreement is to resolve the pending matter against my license and is not intended to affect any claim of civil liability that might be brought against me.

I, Timothy W. Driscoll, President of the Driscoll Mortuary, Inc, have read the above Voluntary Agreement not to renew or reinstate the inspection certificate, and I affirm that I am fully authorized and empowered to bind said funeral service business. I hereby stipulate and agree to the terms as set forth therein. I further declare the execution of this Agreement to be my free act and deed.


Timothy W. Driscoll, authorized
Representative for the Driscoll
Mortuary, Inc.

Subscribed and sworn to before me this 25th day of April 2006.


Samuel E. Slaiby
Commissioner of Superior Court

Accepted: 4.27.06
Date



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