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STATE OF WISCONSIN
BEFORE THE FUNERAL DIRECTORS EXAMINING BOARD

IN THE MATTER OF THE DISCIPLINARY PROCEEDINGS AGAINST JOHN J. WALLOCH and WALLOCH FUNERAL HOME, RESPONDENTS.	:	FINAL DECISION AND ORDER

The parties to this action for the purposes of Wis. Stats. sec. 227.53, are:

John J. Walloch
4309 South 20th Street
Milwaukee, WI 53221

Walloch Funeral Home
4309 South 20th Street
Milwaukee, WI 53221

Funeral Directors Examining Board
1400 East Washington Avenue
P.O. Box 8935
Madison, WI 53708

Department of Regulation and Licensing
Division of Enforcement
1400 East Washington Avenue
P.O. Box 8935
Madison, WI 53708

The rights of a party aggrieved by this decision to petition the board for rehearing and to petition for judicial review are set forth in the attached "Notice of Appeal Information".

This matter comes directly before the Funeral Directors Examining Board pursuant to a Stipulation executed by John J. Walloch, his and his funeral establishment's attorney, Paul J. Gossens, and the attorney for the Division of Enforcement, Steven M. Gloe.

Among other provisions, the Stipulation set forth the agreed upon facts of the case and provided for the parties to appear before the board solely for the purpose of presenting arguments on the issues of the Conclusions of Law to be drawn from the stipulated facts and the discipline, if any, that should be imposed in this matter against the respondent and respondent funeral home.

Pursuant to the Stipulation, oral arguments were presented to the board on March 20, 1991. Complainant's attorney submitted written arguments at that

time and respondent's attorney was provided an opportunity to submit written arguments at a later date. Additionally, it was represented by respondents' attorney that a stipulated agreement in a collateral matter had been reached with the Commissioner of Insurance's office which he agreed to forward to the board for its consideration in relationship to this proceeding.

All written arguments, as well as a copy of the respondent's agreement with the Commissioner of Insurance, were received as of the board's meeting of April 24, 1991.

Based upon the record herein, the board makes the following:

FINDINGS OF FACT

1. John J. Walloch (D.O.B. 05/29/37; hereinafter referred to as respondent) is and was at all times relevant to this action duly licensed in the state of Wisconsin as a funeral director (license # 3622); this license was first granted on August 15, 1961.

2. At all times relevant to this action, respondent was working as funeral director in charge at Walloch Funeral Home, 4309 South 20th Street, Milwaukee, Wisconsin (license # 1271; hereinafter referred to as respondent funeral home).

3. Respondent was approached by an Indiana Insurance agency called Pre-Need Services, Inc. (hereinafter PNS) in 1988 for purposes of marketing and selling pre-need funeral services in conjunction with respondent's funeral home.

4. Respondent was advised by a Rex Wolf that PNS was licensed to sell insurance in Wisconsin and was in fact already selling its pre-need policies in conjunction with a number of Wisconsin Funeral Homes.

5. In early 1988 PNS conducted a seminar in Wisconsin which was attended by many Wisconsin funeral directors. At the meeting PNS represented that its agents were all licensed in Wisconsin and that its marketing program had been approved by all required state agencies, including the Insurance Commission and further that it complied with all other Wisconsin laws. PNS represented that it was lawfully marketing its program in five states. In fact, neither the Wisconsin Commissioner of Insurance nor the Wisconsin Funeral Directors Examining Board had either reviewed or approved PNS marketing practices.

6. Rex Wolf was the assigned licensed agent for PNS in Wisconsin.

7. In spring of 1988, Rex Wolf explained that PNS was already selling its pre-need plan in Milwaukee through several local funeral homes.

8. After discussions with fellow funeral directors who were using PNS, respondent agreed to allow PNS to market its program through Walloch Funeral Home.

9. No written contract was entered into between respondent and PNS.

10. In March, 1988, PNS conducted a mass mailing which included inquiry cards for customers to mail to John Walloch Funeral Home requesting information on pre-need services. Samples of the mailout materials and inquiry cards are attached to this document as Exhibit A, B and C.

11. Many of the customers who are the subject of this action involve those who responded to the mailout.

12. A document entitled "Irrevocable Insurance Trust" or "Irrevocable Trust" was prepared for all customers. Representative samples of these documents are attached to this document as Exhibits D and E, respectively.

13. Customers were asked to and did sign this one page document.

14. The Declaration of Irrevocable Trust was signed by all customers, but not all customers read the document.

15. The trust document was not routinely orally explained to the customers, and customers were not routinely informed that the document authorized the purchase of insurance to fund the pre-need arrangements, nor were customers routinely informed orally that the trust authorized the payment of a percentage commission for the purchase of an insurance or annuity policy or the payment of other specified fees. Some customers received verbal price guarantees concerning "locking in" of the price of merchandise and services which were not reflected in the trust documents prepared, and some customers cashed in existing insurance policies to pay for their funeral trusts.

16. PNS, Inc. did in fact take the above mentioned commissions and fees. PNS credited the funeral home with a percentage of these fees which were used by PNS to defray the costs incurred in its marketing program. PNS incurred all costs of marketing. J. Walloch had no liability for any marketing expenses.

17. Walloch Funeral Home at no time received any direct cash payments or commissions from the sale of Insurance Trusts.

18. Under the working arrangement between respondent and PNS, PNS was responsible for purchasing an insurance or annuity contract to fund the pre-need trust, and for forwarding the purchased funding mechanism to the trustee. The trustee in these arrangements was First Wisconsin National Bank of Sheboygan. Most, but not all of the customers were given copies of the contract for goods and services and the Irrevocable Trust documents.

19. PNS did not give any other documentation to the customers or to the respondent.

20. PNS in many instances failed to timely purchase policies for customers. The insurance policies or annuity policies PNS did purchase were given to the trustee. Some of the insurance policies purchased for pre-need customers of respondent were not appropriate investment vehicles for pre-need funding.

21. Beginning at least in May, 1988 and continuing on through October, 1989, respondents arranged pre-need funeral plans funded by insurance or annuity contracts in which the insurer agreed to pay for the incidents of burial and in which the insurance benefits were payable to the trustee who in turn would pay Walloch for the costs of the funeral. The trust forms allowed for designation of a person who would receive any funds in excess of full payment to the funeral home.

22. Four licensed insurance agents handled eighty-eight of respondents' customers' pre-need accounts. The agents were:

Rex Wolf, Arthur Edwin Anderson, Roberts Dembinski, Craig Sobocinski.

Respondent did not routinely identify these individuals to customers as insurance agents.

23. Respondent John Walloch sold thirteen insurance policies whereby he handled the customers signing the Declaration of Irrevocable Insurance Trust. No insurance agent was involved in these transactions. Mr. Walloch did not inform these customers that the money they provided Walloch Funeral Home would be utilized to purchase insurance, nor were the customers generally aware that insurance would be purchased on their behalf. Walloch routinely informed these customers that their money would be "in a bank." Included in those thirteen handled by John Walloch was one for his mother, H. Walloch on May 7, 1988.

24. In the remainder of insurance funded pre-arrangements, licensed insurance agents showed customers the Declaration of Irrevocable Trust and obtained their signatures on the Declarations of Trust.

25. Respondents' customers did not sign insurance application forms in conjunction with making pre-need arrangements. All applications for insurance signed by customers were forgeries done by PNS personnel.

26. Of the customers handled by Anderson, Dembinski and Sobocinski, at least 27 goods and services contracts were handled by these agents. The insurance agents performed such duties as providing price information, showing merchandise and preparing statements of goods and services for respondents' customers with whom they dealt.

27. Sobocinski identified himself as a pre-need counselor. A copy of the business card he utilized is attached to this document as Exhibit F.

28. To date, nine of the customers with insurance-funded pre-need arrangements have passed away. All of them have received services as contracted. One of the customers has received all her monies refunded.

29. On June 2, 1989, Michael J. Stewart, President of PNS, gave respondent in response to respondent's voiced concerns the following written statement:

"June 2, 1989

I, Michael Stewart, accept full responsibility for any and all funds received from all clients of John J. Walloch Funeral Home, Inc. who have trusted their funds through Pre-Need Services. All these funds are in Insurance Policies used as the funding vehicle.

Signed on June, 2, 1989."

30. Prior to the June 2, 1989 letter from Michael Stewart, Walloch had voiced concern over PNS's handling of the clients funds in that, among other things, Walloch was not receiving responses to his inquiries.

31. Prior to July, 1989, Walloch retained an attorney for the purpose of discontinuing business with PNS.

32. On July 24, 1989, Walloch signed a written agreement with Republic Security Corporation. A copy of this contract is attached to this document as Exhibit G.

33. After July 24, 1989, Walloch did not do business with PNS. Craig Sobocinski, however, continued to work with respondent funeral home in association with Republic.

34. The submission of this stipulation represents cooperation by John Walloch with the Department in this action.

CONCLUSIONS OF LAW

1. The Funeral Directors Examining Board has jurisdiction in this proceeding pursuant to Wis. Stats. ss. 445.13(1) and 445.105(4).

2. The conduct of John J. Walloch, as set forth in the Findings of Fact, constituted:

(a) misleading and deceptive conduct, within the meaning of sec. FDE 3.01(1), Wis. Adm. Code [Register, June 1978];

(b) misrepresentation in the conduct of business, within the meaning of sec. FDE 3.01(8), Wis. Adm. Code [Register, June 1978];

(c) the taking of undue advantage of patrons, within the meaning of Wis. Stats. sec. 445.12(4);

(d) failing to assure that all contact and dealing with clients of his funeral establishment were performed by, or under the direction of, a licensed funeral director, within the meaning of sec. FDE 2.11, Wis. Adm. Code [Register, June 1978].

(e) permitting persons associated with him to violate the provisions of Chapter 445, within the meaning of Wis. Stats. sec. 445.12(5);

(f) failure to comply with the federal price disclosure regulations adopted to carry out the provisions of 15 USC 45, contrary to Wis. Stats. sec. 445.13(1).

3. The conduct of John J. Walloch constitutes sufficient cause under Wis. Stats. sec. 445.105(4), to take disciplinary action against the respondent Walloch Funeral Home.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that the license of JOHN J. WALLOCH to practice as a funeral director in the State of Wisconsin is REVOKED, effective three (3) months following the date of this Final Decision and Order. Furthermore:

1. Mr. Walloch may not apply for relicensure as a funeral director in the State of Wisconsin until one (1) year from the effective date of his revocation herein.

2. Upon application for relicensure as a funeral director, the board shall determine whether Mr. Walloch has demonstrated sufficient rehabilitation to enable him to safely return to the practice of funeral directing. Evidence of rehabilitation should include, but not be limited to, documentation of the corrective actions taken by John W. Walloch and Walloch Funeral Home to bring the pre-need accounts referred to above into compliance with the requirements of Wisconsin Statutes and Administrative Code.

3. The board may grant Mr. Walloch's application for relicensure upon such terms and conditions as it deems necessary in the public interest. Such terms and conditions may include, but are not necessarily limited to, limitations upon scope of practice, restriction of employment to approved work settings, and requirements of specific or general supervision by another licensed funeral director.

FURTHERMORE, IT IS HEREBY ORDERED that the funeral establishment license of WALLOCH FUNERAL HOME is LIMITED as follows:

1. Within three (3) months from the date of this Final Decision and Order, it shall provide documentation of corrective action to bring all pre-need accounts referred to in the Findings of Fact above into compliance with the requirements of Wisconsin Statutes and Administrative Code. Compliance shall be consistent with terms and conditions acceptable to the Wisconsin Office of the Commissioner of Insurance and the Wisconsin Department of Regulation and Licensing.

2. Within three (3) months from the date of this Final Decision and Order, it shall obtain for employment a funeral director in charge acceptable to the board. Individuals who wish to be considered as acceptable to the board for this position must make a personal appearance before the board. The board in its sole discretion may determine whether an individual is acceptable.

3. Beginning on July 1, 1991, it shall provide quarterly reports to the board on the funeral home's sale and fulfillment of pre-arranged service obligations. These reports shall be presented in a format acceptable to the board, and shall be verified as accurate by the funeral director in charge of the establishment.

4. Beginning on July 1, 1991, it shall provide an independent audit of its pre-arranged funeral accounts from a certified public accountant or other auditor acceptable to the board on an annual basis. Audit findings must reflect compliance with state and federal regulations concerning the sale and funding of burial trusts or other pre-arrangements for funeral services.

5. At any time after two years following the date of this Final Decision and Order, it may petition the board to revise or eliminate any of the above conditions.

FURTHERMORE, IT IS HEREBY ORDERED that upon receipt of acceptable documentation of corrective action by Walloch Funeral Home as referred to above, the board shall waive assessment of costs in this matter. Failure to present timely documentation of corrective action shall result in an order of costs pursuant to Wis. Stats. sec. 440.22 against John J. Walloch and Walloch Funeral Home in the amount of fifteen thousand dollars ($15,000). Costs imposed shall be in addition to the requirements previously set forth within this order.

DISCIPLINE

The facts in this case establish that respondent John J. Walloch participated in an insurance sales plan for pre-funding funeral services which was characterized by misleading and deceptive conduct during the years 1988 and 1989. The scheme was not only violative of the statutes and rules of this

board, but also was contrary to the insurance laws, as admitted by respondent in the Stipulation and Order submitted to the board regarding the proceeding before the Office of the Commissioner of Insurance.

As argued by complainant's attorney, it is clear that Mr. Walloch essentially abdicated his responsibilities to the public as a funeral director in this case, by delegating the promotion and conduct of his establishment's pre-arrangement program to insurance agents. For example:

1. He permitted them to send out mailings in his establishment's name that failed to mention that a response would lead to a solicitation of insurance to cover future funeral needs.

2. Some of the enclosed business cards would refer to the individual named as a "pre-need counselor", which, when combined with the cards' heading naming the funeral establishment (See, Ex. F), did nothing to alert the recipients that in responding they likely would be dealing with an insurance agent, rather than an individual permitted by law to make funeral arrangements.

3. He permitted them to discuss pre-arrangement particulars regarding the costs of funeral merchandise and services, often resulting in mere oral guarantees of "locking in" prices, without assuring that those discussions and resultant contracts met the federal price disclosure requirements. In fact, at least 27 contracts regarding funeral merchandise and services were handled by insurance agents.

4. He permitted them to handle the execution of the trust documents, which routinely resulted in clients not being orally informed that they were actually purchasing insurance. Although the documents do state that insurance is involved, it is accepted and understood by minimally competent funeral directors that people rely upon them, especially the elderly, to clearly explain the import of the documents they are signing with regard to pre-need arrangements. Respondent concedes that even when he personally discussed the arrangement with clients, he routinely told them that their money would be "in a bank" when he knew they were buying insurance.

The primary defense of respondent in this case is that he was misled into the scheme by PNS. However, that argument fails to account for his responsibility as a professional funeral director to assure that his clientele is not misled or deceived, and that the operation of his establishment is conducted in such a manner as to comply with the laws of this state. Nor is it reasonable to believe that respondent, given the stipulated facts in this case, was unaware of the misrepresentations being made to the public. In fact, he made such misrepresentations himself.

The discipline ordered in this case recognizes that the three functions to be served by professional sanctions are the protection of the public, deterrence of other licensees from engaging in similar misconduct and the rehabilitation of the respondent. State v. Aldrich, 71 Wis. 2d 206, 209 (1976).

A major concern of the board is that those individuals who have entered into the described arrangements will suffer no economic consequences and that the promised services will be provided when needed. Accordingly, the board has imposed a sanction which permits the funeral establishment to remain in operation so that the consumer agreements involved in this matter may be either restructured or honored in the future. It also provides Mr. Walloch with three months from the date of this decision to employ a licensed funeral director, acceptable to the board, so that the establishment can fulfill its commitments to the public under both this order and that of the Commissioner of Insurance. Furthermore, quarterly reports and annual audits regarding the establishment's pre-need arrangements are required in order to assure that the financial and legal obligations are fulfilled.

The discipline also is intended to deter other licensees from engaging in such conduct and promote the rehabilitation of Mr. Walloch. The board recognizes that Mr. Walloch's stipulation represents cooperation in this proceeding. Nevertheless, a strong message must be sent to other licensees, and to the public, that such misconduct will not be condoned and will result in strong disciplinary sanctions.

The board believes that the revocation of Mr. Walloch's license to practice as a funeral director for at least one year, is both appropriate and necessary in order to effectively express the degree to which it is mandatory that licensees not mislead the public in providing professional services in the area of pre-need planning. It further provides Mr. Walloch with the opportunity to apply for reinstatement after one year, during which time it is expected that his rehabilitation will be demonstrated, at least in part through the corrective actions taken to bring the pre-need accounts in this case into compliance with the law.

Dated: May 3, 1991.

STATE OF WISCONSIN
FUNERAL DIRECTORS EXAMINING BOARD

Roman M. Jungers II
Vice-Chairperson

BDLS2-308

EXHIBIT H

[John J Walloch Funeral Home

4309 South 20th Street
Milwaukee, WI 53221]

To Plan Your Funeral Arrangements In Advance

[John J Walloch Funeral Home]

can give you an inflation proof funeral trust plan whereby:

BENEFITS ARE PAID IN CASH

and the amount selected can be used to help cover:

- ✓ FUNERAL EXPENSES (Casket and professional services)
- ✓ CLOTHING AND FLORAL EXPENSES
- ✓ NEWSPAPER NOTICES
- ✓ CEMETERY EXPENSES (Grave opening and closing)
- ✓ MONUMENT OR MARKER
- ✓ VAULT OR GROUND BOX

TODAY'S TREND IS TOWARD THOUGHTFUL PRE-PLANNING

ARE YOU PREPARED?

IS YOUR FAMILY?

Get Needed Protection Now Without Cost or Obligation

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST CLASS PERMIT NO. 104 MONON, IN

Postage Will Be Paid By Addressee

Pre-Need Services

[John J Walloch Funeral Home
4309 South 20th Street
Milwaukee, WI 53221]

EXHIBIT B

Q What Is One Of The Most Thoughtful Ways Of Assuring Your Family's Security, . . . And Your Peace Of Mind?

[John J Walloch Funeral Home

4309 South 20th Street
Milwaukee, WI 53221]

A Send Today For Your FREE *Funeral Planning Handbook*. It's The Most Useful Assurance You Can Provide.

PRE-PLANNING CENTER

Arranging for a funeral creates a set of problems most people are reluctant to talk about. And yet when a death occurs there are over 40 immediate decisions that must be made.

At the most heartbreaking time of their lifetime — a time when judgement will be clouded by grief — Your Handbook will *Answer* the many *Questions* your family is certain to have it. It:

- ☑ *Tells your family what steps to take and who to contact.*
- ☑ *Provides a check-list of needed documents and tells where to find them.*
- ☑ *Furnishes a convenient list of vitally needed business & personal information.*
- ☑ *Guards against benefits being overlooked and lost.*
- ☑ *Helps prevent possible legal problems.*
- ☑ *Assures your family will know your personal wishes for final arrangements.*

FOR THE PROTECTION YOUR FAMILY DESERVES

ACT NOW - SEND FOR YOUR FREE *HANDBOOK* TODAY!

POSTAGE PAID - MAIL TODAY

☐ Yes I Would Like My FREE Funeral Planning Handbook. Also Without Cost Or Obligation, Please Provide Me Information About Funeral Cost Protection.

NAME _____ PHONE _____

STREET _____

CITY _____

STATE _____ ZIP _____

*Use Ballpoint Pen For Best Results.

Costs Nothin

EXHIBIT C

TO:

Gentlemen:

I would like information on pre-planned & pre-financed funerals. I understand that there is no obligation.

NAME _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

REMARKS _____

_____

JUST MAIL — OR CALL 281-7145

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO. 104 MONON, IN

POSTAGE WILL BE PAID BY ADDRESSEE

Pre-Need Services
John J. Walloch Funeral Home
4309 South 20th Street
Milwaukee, WI 53221

EXHIBIT D

DECLARATION OF IRREVOCABLE INSURANCE TRUST

THIS AGREEMENT made and entered into this 3rd day of April, 1989, by and between _____, Settlor, whose address is 3757 E Ramsey Avenue, Cudahy WI and the 1st Wisconsin Bank of Sheboygan, Trustee.

WITNESSETH:

WHEREAS, I, _____, am desirous of making certain that, upon my death, funds will be available to provide a fitting, respectable, and complete funeral service and burial, and,

WHEREAS, I do hereby agree that the 1st Wisconsin Bank of Sheboygan shall act as Trustee and said bank agrees that it will hold IN TRUST, Policy No. 245561 with Lincoln _____ Insurance Company, which has instructions contained herein. The Trustee shall be the Beneficiary of said insurance policy. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of such policy of insurance, or to make certain that such premiums are paid by others, or to notify any persons of the non-payment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid.

NOW THEREFORE, I do Create and Declare This Trust to be established with Policy No. 245561, the receipt of which is hereby acknowledged by the Trustee. It is further acknowledged and agreed that it shall be the responsibility of the Trustee to have and to hold said Policy for the express purpose of paying funeral costs, and upon my death, to disburse the entire amount of the proceeds of the Policy. It is my desire that the Funeral Home that is in charge of my funeral services be paid from the proceeds of said insurance policy, as the funeral home's interests lie. After full payment has been made to said funeral home any excess funds shall be paid to the following person or persons:

Name: _____

Address: _____

City: _____ State _____ Zip _____

less any Trustee charges.

The Settlor reserves the right to change the name of the person to receive any refund by submitting the change in writing to Pre-Need Services, Inc. and/or the Trustee of said account. If the person named by the Settlor to receive any refund shall be deceased or otherwise unable to receive the refund, said refund shall be made to the Settlor's Estate, if one is opened, or to the Settlor's Heirs, and the Trust shall be terminated.

It is agreed that ten per cent of any annuity deposit, twenty per cent for life insurance, shall be charged as a service fee by PNS, Inc. for arranging for the irrevocable insurance trust.

It is further expressly agreed that this Trust is IRREVOCABLE and under no circumstances shall any of the heirs of the Settlor have any control over this Trust.

It is expressly agreed that the Settlor is desirous of having the John J. Wallock Funeral Home of Milwaukee Wisconsin be designated the beneficiary of this irrevocable trust as the funeral home's interests lie, and be in charge of Settlor's funeral arrangements.

It is further expressly agreed that the Settlor may change the beneficiary at any time through written notification to Pre-Need Services, Inc. and/or the Trustee. The Trustee may charge a fee of twenty-five dollars ($25.00) for each change of beneficiary. If the Settlor changes the beneficiary, he must select a new beneficiary licensed as a funeral director/funeral home in the State of Wisconsin, or a funeral home or funeral director licensed under applicable state law in another state.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of April, 1989.

SETTLOR X _____ Social Security # 390-12-7538

WITNESSES: _____ _____

In consideration of these covenants and agreements, I hereby deposit with Pre-Need Services (PNS, Inc.) the sum of Three thousand two hundred — dollars ($3200.00) to be invested in an annuity or life insurance policy, less any service fees.

It is further agreed and understood that the Trustee of this account will be the 1st Wisconsin Bank of Sheboygan and it hereby agrees to pay the designated Funeral Home as the Funeral Home's interests lie, upon the completion of the funeral services, as well as any refund that may be due the Estate of the Settlor or the heirs at law if applicable. The Trustee shall have the right to charge a fee of fifty dollars ($50.00) upon completion of its duties and the Trustee may increase any Trustee fees if economic conditions necessitate such an increase. The Trustee shall be entitled to be indemnified or reinbursed for all payments, outlays, costs, charges and expenses, including attorney fees which it incurs or pays, or for which it may become personally liable or required to personally pay, because of any act or thing done or omitted to be done in good faith or in the exercise of its honest judgement.

Signed at Milwaukee, Wisconsin

this 3rd day of April, 1989

SETTLOR X _____ WITNESS _____

Accepted this 4th day of May, 1989
by The 1st Wisconsin Bank of Sheboygan

Trust Officer _____

EXHIBIT

IRREVOCABLE TRUST AGREEMENT

This is a trust agreement by and among First Wisconsin National Bank of Sheboygan, Sheboygan, Wisconsin, as TRUSTEE; _____ as GRANTOR; and John J. Walloch Funeral Home as FUNERAL SERVICE PROVIDER. GRANTOR hereby names TRUSTEE beneficiary of an Annuity and/or Life Insurance Policy arranged through Pre-Need Services, Inc. to be used to fund this trust. Said Annuity and/or Life Insurance Policy is to be held by the First Wisconsin National Bank of Sheboygan, Sheboygan, Wisconsin, in trust under the following terms:

1. A copy of the contract for funeral services between Grantor and Funeral Service Provider is attached and made part of this agreement.

2. The Trustee shall administer this trust by acting as beneficiary of the annuity and/or life insurance policy, and the Funeral Service Provider shall be named the beneficiary of said trust.

3. The purpose of this Trust is to provide for the funeral expenses of Grantor by naming the Funeral Service Provider the beneficiary of the aforementioned Trust. Trustee, as beneficiary of the Annuity and/or Life insurance Policy shall pay to the Funeral Service Provider named as beneficiary of the Trust any sums that may revert to the Trustee from said Annuity and/or Life Insurance Policy.

4. Grantor understands and agrees that this Trust shall be IRREVOCABLE and the only power remaining with the Grantor is to designate a Funeral Service Provider licensed as a Funeral Home or Funeral Director in the State of Wisconsin, or under the laws of another state to be successor beneficiary of this Trust. Should Grantor desire to change the provider of funeral services, Grantor shall give written notice of the change of beneficairy of the Trust to the Funeral Service Provider and Trustee. The choice of funeral home, burial site and of the funeral and burial service to be provided shall remain with the Grantor or Grantor's Heirs, and not with the Trustee.

5. It is agreed that ten per cent of any deposit may be charged as a service fee by PNS, Inc. The Trustee shall have the right to charge a fee of twenty-five dollars ($25.00) each time the Trustee must change the beneficiary of the Trust. The Trustee agrees not to charge an annual fee for acting as Trustee, but may charge and have the right to charge fifty dollars ($50.00) when the Trust Agreement is completed due to the death of the Grantor and the Trustee's services are rendered.

6. Grantor shall not have the power to sell, assign, transfer, encumber, or dispose of his/her interest in this Trust. No part of this Trust shall be liable for the debts or obligations of the Grantor.

7. This Agreement benefits and binds the successors, assigns, heirs, and personal representatives of the Grantor, Funeral Home, and Bank designated as Trustee.

8. The Trustee and the Funeral Service Provider shall not be responsible for the paying of any due taxes.

9. If a life insurance policy is used to fund this trust, the Grantor is responsible for any future premiums that may come due in order to keep the life insurnce policy if full force. This Trust shall end in the event the life insurance policy is not issued or, if once issued, the life insurance policy shall lapse or otherwise become void.

IN WITNESS WHEREOF, we each have hereunto set our hands to this Trust Agreement this 5th day of April, 19 88.

X _____ GRANTOR

_____ FUNERAL SERVICE PROVIDER

RECEIVED BY TRUSTEE: _____

EXHIBIT F

CRAIG M. SOBOCINSKI
Pre-Need Counselor

4309 SOUTH 20TH ST. • MILWAUKEE, WI 53221
Phone (414) 281-7145

EXHIBIT G

Agreement

Milwaukee, Wisconsin

July 24, 1989

This Agreement
is made in duplicate this day between

John J. Walloch Funeral Home
a corporation organized under the laws of Wisconsin,
hereinafter referred to as "JJW"

and

Republic Security Corporation
a corporation organized under the laws of Wisconsin,
hereinafter referred to as "RSC"

W I T N E S S E T H:

IN CONSIDERATION of mutual promises and covenants contained herein, the parties hereto agree as follows:

Article 1. Appointment

Subject to RSC being properly and currently licensed in the State of Wisconsin to sell insurance with various insurance companies, hereinafter referred to as "Company", JJW hereby appoints RSC to act as an independent contractor to solicit and procure customers who are desirous of making certain that, upon their deaths, a fitting, respectable, and complete funeral service and burial will be provided through the Walloch Funeral Home.

RSC shall be free to exercise its own judgment as to time, place and means of performing all acts under this Agreement and nothing contained herein shall be construed to create the relationship of employer and employee between JJW and RSC. It is further understood and agreed that RSC is an independent contractor and not under any contract of hire, either expressed or implied, and as such is not eligible for nor entitled to Worker's Compensation benefits of any kind, unemployment compensation, or any other benefits apart from the stated consideration as expressed in this Agreement. Furthermore, RSC agrees to pay all taxes of every description: federal; state; and municipal. It is understood and agreed that RSC, for the purposes of the Internal Revenue Code Section 3401, is an independent contractor and not an employee of JJW and, therefore, not subject to any F.I.C.A., or any other employment tax whether federal, state or municipal. RSC reserves the right to enter into contracts with other funeral homes and/or funeral directors in the same state(s).

Article 2. Governing Law

This Agreement is governed by the laws of the State of Wisconsin. In the event that any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

Article 3. Superseding

This Agreement abrogates and renders void all previous Agreements, both verbally and in writing, between the parties hereto.

Article 4. Definitions

Trust: An irrevocable insurance trust; a copy of its document is annexed hereto (Appendix A) and a made a part hereof.

Trustee: First Wisconsin Bank of Sheboygan.

Account: RSC's client-trust-account at First Wisconsin Bank of Milwaukee, which has an account number of 112784049.

Pre-Need: A fitting, respectable, and complete funeral service and burial provided through the John J. Walloch Funeral Home that is purchased by an individual prior to his death.

At-Need: A fitting, respectable, and complete funeral service and burial provided through the John J. Walloch Funeral Home that is purchased for an individual subsequent to his death.

Service Fees: The cost RSC charges an individual to arrange for an irrevocable insurance trust with Trustee, a copy of said trust document is annexed hereto (Appendix A) and made a part hereof with said cost outlined therein.

Gross Funds: The cost of purchasing a Pre-Need or At-Need.

Net Funds: The cost of purchasing a Pre-Need less RSC's service fee and Trustee's initial trust creation fee.

Article 5. Authority

RSC's authority shall extend no further than is stated herein. RSC is hereby authorized to solicit and procure Pre-Needs on behalf of JJW. RSC is further authorized to arrange for an irrevocable insurance trust with Trustee; collect Gross Funds for Pre-Needs, deposit same in Account, and submit the Net Funds to Company for the purchase of an annuity and/or a life insurance policy, naming Trustee as the irrevocable beneficiary thereof.

Without limiting the generality of the foregoing, it is understood that this Agreement does not vest in RSC any authority for or on behalf of JJW to incur any debts, or to accept risks of any kind; to make, modify or discharge contracts; to bind JJW to any statement, promise or representation; to waive any of JJW's rights or customary requirements; to quote any charges for funeral services or burials; to receive any moneys due or become due to JJW, except for Gross Funds as outlined above, and then only in accordance with this Agreement and only in exchange for the proper receipt.

Article 6. Records & Documents of Account

RSC shall deliver to JJW the following for each Pre-Need arranged by RSC on behalf of JJW:

1) insurance policy's declaration sheet wherein it contains said policy's owner, beneficiary, and amount deposited therein; and
2) a copy of the trust document (Appendix A) signed by Trustee.

Article 7. Advertising

RSC shall not place advertising or distribute any printed matter pertaining to the business of JJW without first obtaining the written approval of an officer of JJW.

Article 8. Termination

This Agreement may be terminated at the option of either party upon written notice without obligation, except as specifically provided herein and except for any moneys than owing by either party to the other. As a result of each party being a corporation, this Agreement will automatically terminate upon the dissolution of either party or the disqualification of either party to do business under the applicable state laws.

Article 9. Construction of Words

All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons - natural or otherwise - may require.

Article 10. Compensation

While this Agreement is in effect, it is understood and agreed by the parties hereto that:

(1) subject to the terms and conditions hereof, RSC shall be compensated for all Pre-Needs through the John J. Walloch Funeral Home as outlined in the Trust's document, a copy of which is annexed hereto (Appendix A) and made a part hereof.

Article 11. Guarantee

RSC hereby guarantees to JJW that in the event a Pre-Need through the John J. Walloch Funeral Home is funded solely with an annuity - that is, a life insurance policy of any amount was not used for the funding thereof - RSC shall pay JJW any shortage in the Trust's funds for said Pre-Need, provided that such amount to be paid to JJW shall not exceed the Service Fee charged by RSC for said Pre-Need.

It is expressly agreed by the parties hereto that RSC's liability to JJW for said shortage shall terminate once the annuity's value becomes equal to the initial cost of said Pre-Need, at which time Company will assume any and all liability to ERF for any future shortages based on the guarantees within the insurance policies funding said Pre-Need.

Article 12. Amendments

It is understood that any modifications of the provisions of this Agreement will not be valid unless made by an amendment to this Agreement and signed by the President of RSC and JJW.

IN WITNESS WHEREOF the parties have duly executed this Agreement in duplicate original effective as of the date and year first above written.

The undersigned is the President of the John J. Walloch Funeral Home, a corporation organized under the laws of the State of Wisconsin.

JOHN J. WALLOCH FUNERAL HOME

John J. Walloch, President

The undersigned is the President of Republic Security Corporation, a corporation organized under the laws of the State of Wisconsin.

REPUBLIC SECURITY CORPORATION

Paul R. Parker, President

A P P E N D I X "A"

DECLARATION OF IRREVOCABLE INSURANCE TRUST

THIS AGREEMENT made and entered into this _____ day of _____, 19_____, by and between _____, Settlor, whose address is_____ _____and the First Wisconsin Bank of Sheboygan, Trustee.

WITNESSETH:

WHEREAS, I, _____, am desirous of making certain that, upon my death, funds will be available to provide a fitting, respectable, and complete funeral service and burial, and

WHEREAS, I do hereby agree that the First Wisconsin Bank of Sheboygan shall act as Trustee and said bank agrees that it will hold IN TRUST:

Policy No._____with _____ Insurance Company;
Policy No._____with _____ Insurance Company;
Policy No._____with _____ Insurance Company;

which has instructions contained herein. The Trustee shall be the IRREVOCABLE Beneficiary of said insurance policy. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of such policy of insurance, or to make certain that such premiums are paid by others, or to notify any persons of the non-payment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid.

NOW THEREFORE, I do Create and Declare This Trust to be established with said Policy Number(s), the receipt of which is hereby acknowledged by the Trustee. It is further acknowledged and agreed that it shall be the responsibility of the Trustee to have and to hold said Policy for the express purpose of paying funeral costs, and upon my death, to disburse the entire amount of the proceeds of the Policy. It is my desire that the Funeral Home that is in charge of my funeral services be paid from the proceeds of said insurance policy, as the funeral home's interests lie. After full payment has been made to said funeral home, any excess funds (refund) shall be paid to the following person or persons:

Name: _____
Address:_____
City: _____State _____Zip_____

less any Trustee charges.

The Settlor reserves the right to change the name of the person to receive any refund by submitting the change in writing to the Trustee. If the person named by the Settlor to receive any refund shall be deceased or otherwise unable to receive the refund, said refund shall be made to the Settlor's Estate, if one is opened, or to the Settlor's Heirs, and the Trust shall be terminated.

It is expressly agreed that Republic Security Corporation (RSC) shall be entitled to receive a service fee for arranging for the irrevocable insurance trust, and said fee shall be, and deducted from, the amount being deposited with RSC in the following manner: ten per cent (10%) of the total funeral service and burial cost if the net cost (gross cost less fees) is funded solely with an annuity; twenty per cent (20%) of the total funeral service and burial cost if the net cost (gross cost less fees) is funded with a life insurance policy or such net cost is funded with a combination of an annuity and a life insurance policy. It is further expressly agreed that RSC shall act as the insurance agency of record for the purchase of any annuity or life insurance policy for said trust and for RSC to receive any commissions generated therefrom.

It is expressly agreed that the Trust is IRREVOCABLE and under no circumstances shall any of the heirs of the Settlor have any control over this Trust.

(continued on reverse side)

It is agreed that the Grantor wants the

JOHN J. WALLOCH FUNERAL HOME
4309 South 20th Street
Milwaukee, Wisconsin 53221
(414) 281-7145

to be designated as the beneficiary of this irrevocable trust as the funeral home's interests lie, and shall handle the Grantor's funeral arrangements.

It is further agreed that the Grantor may change the beneficiary at any time by written notification to the Trustee. The Trustee may charge a fee of twenty-five dollars ($25.00) for each change of beneficiary. Any funeral home named as beneficiary must be licensed under applicable state laws.

This Irrevocable Funeral Trust becomes effective as of the date, when the Grantor and the Trustee both have signed in duplicate originals.

GRANTOR: _____ Social Security# _____

WITNESSES: _____

In consideration of these covenants and agreements, I hereby deposit with Republic Security Corporation (RSC) the sum of _____ dollars ($ _____) to be invested in an annuity and/or life insurance policy, less any fees and disbursements herein mentioned.

It is further expressly agreed and understood that the Trustee of this Trust will be First Interstate Trust Company of Wisconsin or its corporate successor, and said Trustee hereby agrees to pay: (1) the designated Funeral Home as the Funeral Home's interests lie, upon the completion of the funeral services; and, if applicable, (2) any refund to the named beneficiary of said refund, according to the directive above. The Trustee shall charge a fee of fifty dollars ($50.00) at the inception of this Trust, and a fee of fifty dollars ($50.00) upon completion of its duties herein stated. The Trustee may make reasonable increases to said Trustee-fees if economic conditions necessitate such an increase. The Trustee shall be entitled to be indemnified or reimbursed for all payments, outlays, costs, charges, and expenses, including reasonable attorney fees, which it incurs or pays on behalf of this Trust, or for which it may become personally liable or required to personally pay because of any act or thing done or omitted to be done in good faith or in the exercise of its reasonable judgement. The Trustee may exercise any of the foregoing powers without liability for any loss or damage resulting from actions taken or decisions made in good faith.

Signed at _____, _____

this _____ day of _____, 1990.

GRANTOR: _____ WITNESS: _____

Accepted this _____ day of _____, 1990 by First Interstate Trust Company of Wisconsin or its corporate successor.

Trust Officer _____

(Rev. 08/01/90)

WRITTEN CONSENT TO USE OF PROPERTY TO PAY PREMIUMS

AND

WRITTEN CONSENT TO INSURANCE BENEFICIARY DESIGNATION

I, _____, do hereby expressly consent to the use of my interest in property to pay premiums on the following insurance policies:

Policy No. _____ with _____ Insurance Company;

Policy No. _____ with _____ Insurance Company;

Policy No. _____ with _____ Insurance Company;

which insures my spouse, _____, for the funding of same's Irrevocable Insurance Trust dated the _____ day of _____, 1989.

I do hereby expressly consent further to the designation by my spouse of the First Wisconsin Bank of Sheboygan as the Irrevocable Beneficiary of the proceeds of said policies.

This written consent is effective to reclassify all of my interest in property used to pay premiums on said policies as the individual property of my spouse. Moreover, this consent is effective to reclassify all of my interest, if any, in the ownership interest and proceeds of said insurance policies as the individual property of my spouse.

In view of the fact that this written consent is effective to reclassify my interest in such property used to pay said premiums as the individual property of my spouse, and to reclassify my interest in the ownership interest and proceeds of said insurance policies as the individual property of my spouse, I understand that this written consent is effective to eliminate any rights of election I may have with respect to deferred marital property under Section 861.02, Wisconsin Statutes or the augmented marital property estate election under Section 861.03, Wisconsin Statutes.

IN WITNESS WHEREOF, the undersigned has executed this document in duplicate original effective as of the date and year first above written.

WITNESS	CONSENTING SPOUSE
_____	_____

NOTICE OF APPEAL INFORMATION

(Notice of Rights for Rehearing or Judicial Review, the times allowed for each and the identification of the party to be named as respondent)

The following notice is served on you as part of the final decision:

1. Rehearing.

Any person aggrieved by this order may petition for a rehearing within 20 days of the service of this decision, as provided in section 227.49 of the Wisconsin Statutes, a copy of which is attached. The 20 day period commences the day after personal service or mailing of this decision. (The date of mailing of this decision is shown below.) The petition for rehearing should be filed with the State of Wisconsin Funeral Directors Examining Board.

A petition for rehearing is not a prerequisite for appeal directly to circuit court through a petition for judicial review.

2. Judicial Review.

Any person aggrieved by this decision has a right to petition for judicial review of this decision as provided in section 227.53 of the Wisconsin Statutes, a copy of which is attached. The petition should be filed in circuit court and served upon the State of Wisconsin Funeral Directors Examining Board.

within 30 days of service of this decision if there has been no petition for rehearing, or within 30 days of service of the order finally disposing of the petition for rehearing, or within 30 days after the final disposition by operation of law of any petition for rehearing.

The 30 day period commences the day after personal service or mailing of the decision or order, or the day after the final disposition by operation of the law of any petition for rehearing. (The date of mailing of this decision is shown below.) A petition for judicial review should be served upon, and name as the respondent, the following: the State of Wisconsin Funeral Directors Examining Board.

The date of mailing of this decision is May 3, 1991.

WLD:dms
886-490

227.49 Petitions for rehearing in contested cases. (1) A petition for rehearing shall not be a prerequisite for appeal or review. Any person aggrieved by a final order may, within 20 days after service of the order, file a written petition for rehearing which shall specify in detail the grounds for the relief sought and supporting authorities. An agency may order a rehearing on its own motion within 20 days after service of a final order. This subsection does not apply to s. 17.025 (3) (e). No agency is required to conduct more than one rehearing based on a petition for rehearing filed under this subsection in any contested case.

(2) The filing of a petition for rehearing shall not suspend or delay the effective date of the order, and the order shall take effect on the date fixed by the agency and shall continue in effect unless the petition is granted or until the order is superseded, modified, or set aside as provided by law.

(3) Rehearing will be granted only on the basis of:

(a) Some material error of law.

(b) Some material error of fact.

(c) The discovery of new evidence sufficiently strong to reverse or modify the order, and which could not have been previously discovered by due diligence.

(4) Copies of petitions for rehearing shall be served on all parties of record. Parties may file replies to the petition.

(5) The agency may order a rehearing or enter an order with reference to the petition without a hearing, and shall dispose of the petition within 30 days after it is filed. If the agency does not enter an order disposing of the petition within the 30-day period, the petition shall be deemed to have been denied as of the expiration of the 30-day period.

(6) Upon granting a rehearing, the agency shall set the matter for further proceedings as soon as practicable. Proceedings upon rehearing shall conform as nearly may be to the proceedings in an original hearing except as the agency may otherwise direct. If in the agency's judgment, after such rehearing it appears that the original decision, order or determination is in any respect unlawful or unreasonable, the agency may reverse, change, modify or suspend the same accordingly. Any decision, order or determination made after such rehearing reversing, changing, modifying or suspending the original determination shall have the same force and effect as an original decision, order or determination.

227.52 Judicial review; decisions reviewable. Administrative decisions which adversely affect the substantial interests of any person, whether by action or inaction, whether affirmative or negative in form, are subject to review as provided in this chapter, except for the decisions of the department of revenue other than decisions relating to alcohol beverage permits issued under ch. 125, decisions of the department of employe trust funds, the commissioner of banking, the commissioner of credit unions, the commissioner of savings and loan, the board of state canvassers and those decisions of the department of industry, labor and human relations which are subject to review, prior to any judicial review, by the labor and industry review commission, and except as otherwise provided by law.

227.53 Parties and proceedings for review. (1) Except as otherwise specifically provided by law, any person aggrieved by a decision specified in s. 227.52 shall be entitled to judicial review thereof as provided in this chapter.

(a) Proceedings for review shall be instituted by serving a petition therefor personally or by certified mail upon the agency or one of its officials, and filing the petition in the office of the clerk of the circuit court for the county where the judicial review proceedings are to be held. Unless a rehearing is requested under s. 227.49, petitions for review under this paragraph shall be served and filed within 30 days after the service of the decision of the agency upon all parties under s. 227.48. If a rehearing is requested under s. 227.49, any party desiring judicial review shall serve and file a petition for review within 30 days after service of the order finally disposing of the application for rehearing, or within 30 days after the final disposition by operation of law of any such application for rehearing. The 30-day period for serving and filing a petition under this paragraph commences on the day after personal service or mailing of the decision by the agency. If the petitioner is a resident, the proceedings shall be held in the circuit court for the county where the petitioner resides, except that if the petitioner is an agency, the proceedings shall be in the circuit court for the county where the respondent resides and except as provided in ss. 77.59 (6) (b), 182.70 (6) and 182.71 (5) (g). The proceedings shall be in the circuit court for Dane county if the petitioner is a nonresident. If all parties stipulate and the court to which the parties desire to transfer the proceedings agrees, the proceedings may be held in the county designated by the parties. If 2 or more petitions for review of the same decision are filed in different counties, the circuit judge for the county in which a petition for review of the decision was first filed shall determine the venue for judicial review of the decision, and shall order transfer or consolidation where appropriate.

(b) The petition shall state the nature of the petitioner's interest, the facts showing that petitioner is a person aggrieved by the decision, and the grounds specified in s. 227.57 upon which petitioner contends that the decision should be reversed or modified. The petition may be amended, by leave of court, though the time for serving the same has expired. The petition shall be entitled in the name of the person serving it as petitioner and the name of the agency whose decision is sought to be reviewed as respondent, except that in petitions for review of decisions of the following agencies, the latter agency specified shall be the named respondent:

1. The tax appeals commission, the department of revenue.

2. The banking review board or the consumer credit review board, the commissioner of banking.

3. The credit union review board, the commissioner of credit unions.

4. The savings and loan review board, the commissioner of savings and loan, except if the petitioner is the commissioner of savings and loan, the prevailing parties before the savings and loan review board shall be the named respondents.

(c) Copies of the petition shall be served, personally or by certified mail, or, when service is timely admitted in writing, by first class mail, not later than 30 days after the institution of the proceeding, upon all parties who appeared before the agency in the proceeding in which the order sought to be reviewed was made.

(d) The agency (except in the case of the tax appeals commission and the banking review board, the consumer credit review board, the credit union review board, and the savings and loan review board) and all parties to the proceeding before it, shall have the right to participate in the proceedings for review. The court may permit other interested persons to intervene. Any person petitioning the court to intervene shall serve a copy of the petition on each party who appeared before the agency and any additional parties to the judicial review at least 5 days prior to the date set for hearing on the petition.

(2) Every person served with the petition for review as provided in this section and who desires to participate in the proceedings for review thereby instituted shall serve upon the petitioner, within 20 days after service of the petition upon such person, a notice of appearance clearly stating the person's position with reference to each material allegation in the petition and to the affirmance, vacation or modification of the order or decision under review. Such notice, other than by the named respondent, shall also be served on the named respondent and the attorney general, and shall be filed, together with proof of required service thereof, with the clerk of the reviewing court within 10 days after such service. Service of all subsequent papers or notices in such proceeding need be made only upon the petitioner and such other persons as have served and filed the notice as provided in this subsection or have been permitted to intervene in said proceeding, as parties thereto, by order of the reviewing court.