

DISCIPLINARY ORDER AND SETTLEMENT AGREEMENT

The State Board of Embalmers and Funeral Directors, the Petitioner in AHC Case No. 14-1899 EM (the “Board”), and Deborah and Randy Sheldon d/b/a Sheldon-Goodrich Funeral Home, the Respondents in AHC Case No. 14-1899 EM (collectively, “Licensee” or “Sheldon-Goodrich Funeral”), enter into this Disciplinary Order and Settlement (the “Settlement Agreement”) to resolve the question of whether Sheldon-Goodrich Funeral’s seller license should be subject to discipline and, if so, to agree on the appropriate level of discipline to impose on this license.

1. Pursuant to the terms of RSMo. §536.060,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission (“AHC”) and the right to a disciplinary hearing before the Board per §621.110 and stipulate and agree to final disposition of this matter by this Settlement Agreement. Upon execution of this Settlement Agreement, the Board shall move to dismiss AHC Case No. 14-1899 EM.

2. Licensee represents and acknowledges that it understands the various rights and privileges afforded to 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 against it proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against it; the right to a decision upon the record by a fair and impartial AHC commissioner concerning the charges pending against it and, subsequently, the right to a hearing before the Board at which time it may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against its license. Being aware of these rights provided it by operation of law, Licensee knowingly and voluntarily

¹ All statutory references are to the current Revised Statutes of Missouri, unless otherwise indicated. References to portions of RSMo. Chapter 436 that were repealed in 2009 are designated as the “Old Law.”

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.

3. Licensee acknowledges that it has received a copy of the investigative report and other documents relied upon by the Board in determining there is cause for discipline, along with citations to law and/or regulations the Board believes were violated and that it has been advised of its right to consult with private legal counsel, at its expense, to assist it with this matter. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license is subject to disciplinary action by the Board in accordance with the provisions of RSMo. Chapters 324, 333, and 621.

4. Licensee acknowledges that RSMo. §333.091, §333.320, §333.330.2, and §436.460 are applicable to this Settlement Agreement, and Licensee represents that it is familiar with these provisions and has obtained copies of the same.

5. It is expressly agreed to and understood that this Settlement Agreement does not resolve, or in any manner pertain to: (a) the complaint which was filed with the Board in January, 2015, and on which the Board has not yet completed its review process; and (b) the open financial examination of Licensee being conducted by the Board.

5. The parties to this Settlement Agreement agree and stipulate to the following findings of fact and conclusions of law:

A. The Board is an agency of the State of Missouri created and established pursuant to RSMo. §333.151 and is vested with the authority to execute and enforce the provisions of RSMo. Chapter 333 and portions of Chapter 436.

B. Deborah Sheldon and Randy Sheldon are both individuals who operate as Sheldon-Goodrich Funeral Home and have registered their address with the Board at 3rd and Market Street, P.O. Box 384, Osceola, Missouri, 64776.

C. Sheldon-Goodrich Funeral holds seller license number 2009038845. This license was current and active at all times relevant to this Settlement Agreement, except for when the license lapsed due to non-renewal from November 1-8, 2012.

D. Sheldon-Goodrich Funeral signed its "2012 Renewal Notice/Annual Report Preneed Seller" (the "Seller Renewal") on October 26, 2012, and submitted it to the Board. The Board received the Seller Renewal on October 31, 2012.

E. On November 1, 2012, the Board sent a fax to Sheldon-Goodrich Funeral and noted the deficiencies in the Seller Renewal and advised that the license could not be renewed until the deficiencies were corrected.

F. On November 7, 2012, Sheldon-Goodrich Funeral corrected the deficiencies in the Seller Renewal.

G. The Board issued a renewed seller license to Sheldon-Goodrich Funeral on November 8, 2012.

H. The Board conducted an investigation to determine whether Sheldon-Goodrich Funeral acted as a seller during the time when its seller license lapsed.

I. Sheldon-Goodrich Funeral continued to act as a seller on its existing preneed contracts while its license was suspended including paying out proceeds from one preneed contract while its license was lapsed.

J. Sheldon-Goodrich Funeral practiced as a seller and held out to the public that it was so licensed during a period when it held no valid license to do so.

K. The Board has cause to discipline Sheldon-Goodrich Funeral's seller license pursuant to RSMo. §333.330.2(6), (7), (13), (14), and (19).

6. The parties agree and stipulate that the following paragraph 7, including all subparts thereof, shall constitute the disciplinary order entered by the Board in this matter under the authority of RSMo. §333.330 and §621.045.3.

7. Licensee's license to practice as a seller is placed on **PROBATION** for a period of **TWO YEARS** from the effective date of this Settlement Agreement (the "Disciplinary Period") (see paragraph 16 below regarding the effective date). During the Disciplinary Period, Licensee shall be entitled to practice as a seller, subject to applicable law and the following terms and conditions of probation:

A. Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) business days of any change(s) in this information. If Licensee utilizes e-mail, Licensee shall provide the Board with the current and active e-mail address of its funeral director in charge and its manager in charge.

B. Licensee shall comply with all applicable provisions of RSMo. Chapters 194, 333, and 436, all Board regulations, and all federal, state, and local laws and regulations related to business operations in the funeral and death care industry, including all insurance and security laws applicable to any insurance or annuity used to fund preneed funeral contracts.

C. Licensee shall engage in no conduct that would give the Board cause to seek authority to discipline from the Administrative Hearing Commission.

D. Licensee shall meet in person with the Board or any Board representative at any such time and place as required by the Board or its representative upon reasonable notice. Any such meetings shall be at the Board's discretion.

E. Upon the request by the Board or its representative, Licensee shall immediately submit any and all records requested to show compliance with these terms and conditions.

F. Licensee shall timely renew all licenses and/or registrations, shall pay timely all fees required for licensure/registration, and shall meet all other requirements necessary to maintain all licenses and registrations issued by the Board current and active.

G. Licensee shall accept and cooperate with unannounced visits from the Board, or its representatives, to monitor compliance with the terms and conditions of probation.

H. Licensee shall not serve as the supervisor of any funeral director apprentice without the prior and express written consent of the Board. If Licensee seeks to supervise an apprentice, Licensee shall submit a written request to the Board that includes the name and address of the potential apprentice and a description of Licensee's ability to properly supervise said apprentice. No such apprenticeship shall commence unless and until the Board has given its written consent for Licensee to supervise the apprentice. This provision does not apply to Michael Bush, whom Licensee began supervising at its El Dorado Springs facility prior to the execution of this Settlement Agreement.

8. 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.

9. Upon the expiration of the Disciplinary Period and successful completion of the probation, Licensee's license shall be fully restored, if all other requirements of the law have been and are being satisfied; provided, however, that in the event the Board determines that Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, impose additional probation and/or suspend, revoke, or otherwise lawfully discipline Licensee's license.

10. The Board shall enter no order imposing further discipline on Licensee's license without notice and an opportunity for hearing before the Board in accordance with the provisions of RSMo. Chapter 536.

11. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the AHC or in a circuit court, the Board may elect to pursue any lawful remedies or procedures afforded to it and is not bound by this Order in its determination of appropriate legal actions concerning such violation(s).

12. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Board may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation of the terms and conditions of probation occurred and, if so, may impose

further discipline on the license of Licensee. The Board has continuing jurisdiction to hold a hearing to determine if a violation of the terms and conditions of probation occurred.

13. Licensee, together with its heirs, successors, 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 RSMo. §536.087, 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 AHC Case No. 14-1899 EM, its settlement, or from the negotiation or execution of this Settlement Agreement. Licensee acknowledges that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

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

15. Licensee understands that it may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the AHC for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the AHC to review this Settlement Agreement, Licensee may submit his request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri, 65102.

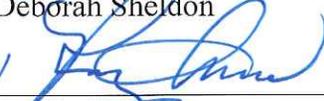
16. If Licensee requests review, this Settlement Agreement shall become effective on the date the AHC issues its order finding that the Settlement Agreement sets forth cause for

disciplining Licensee's license. If Licensee does not request review by the AHC, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

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

Licensee:


Deborah Sheldon


Randy Sheldon

Dated: 09-30-15

Board:


By: Sandy Sebastian, Executive Director

State Board of Embalmers and Funeral Directors

Dated: 2-2-16

Approved:

COUNSEL FOR LICENSEE:


J.D. Baker

P.O. Box 565
Osceola, MO 64776
Phone: (417) 646-8125
Fax: (417) 646-2617

COUNSEL FOR THE BOARD:


BRYDON, SWEARENGEN & ENGLAND P.C.

Gregory C. Mitchell #36634
Diana C. Carter #50527
Jamie J. Cox #52777
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Phone: (573) 635-7166

EFFECTIVE DATE
2.17.2016
**STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS**