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CONSENT ORDER AND SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS AND GEORGE TREASTER d/b/a WHITE FUNERAL HOME (Seller, Provider, Funeral Establishment, Funeral Director, Embalmer, Preneed Agent)

The State Board of Embalmers and Funeral Directors (the "Board") and George Treaster d/b/a White Funeral Home ("Licensee" or "Treaster"), enter into this "Settlement Agreement Between State Board of Embalmers and Funeral Directors and George Treaster d/b/a White Funeral Home" (the "Settlement Agreement") to resolve the question of whether Licensee violated the terms and conditions of probation on his preneed seller and provider licenses and, if so, to agree on the appropriate level of discipline to impose on the preneed seller and provider licenses as a result of this violation. In addition, this Settlement Agreement resolves the question of whether Licensee's funeral establishment, funeral director, embalmer and preneed agent licenses are subject to discipline and if so, to agree on the appropriate level of discipline to impose on these licenses as well as Licensee's preneed seller and provider licenses.

Pursuant to the terms of Section 536.060 RSMo¹, the parties hereto waive the right to a hearing before the Board per Section 324.042, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a hearing before the Board at which time he may present evidence in mitigation of discipline;

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated.

and the right to potentially recover attorney's fees incurred in defending this action against his licenses. Being aware of these rights provided it by operation of law, Licensee 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 him.

Licensee acknowledges that he 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. Licensee acknowledges that he has been advised of his right to seek legal counsel to represent him in 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 licenses to practice as a preneed seller, license number 2010003431, preneed provider, license number 2010003432, funeral establishment, license number 002376, funeral director, license number 004734, embalmer, license number 06119 and preneed agent, registration number 2010004064, are subject to disciplinary action by the Board in accordance with the provisions of Chapters 324, 333, 436 and 621 RSMo.

Relevant Statutes

1. Section 324.042, RSMo, states:

Any board, commission, or committee within the division of professional registration may impose additional discipline when it finds after hearing that a licensee, registrant, or permittee has violated any disciplinary terms previously imposed or agreed to pursuant to settlement. The board, commission, or committee may impose as additional discipline any discipline it would be authorized to impose in an initial disciplinary hearing.

2. Section 436.430.2, RSMo, applicable to contracts sold after August 28, 2009 requires:

A seller must deposit all payments received on a preneed contract into the designated preneed trust within sixty days of receipt of the funds by the seller, the preneed sales agent or designee. A seller may not require the consumer to pay any fees or other charges except as authorized by the provisions of chapter 333, RSMo, and this chapter or other state or federal law.

3. Section 436.027, RSMo (2000)², applicable to contracts sold before August 28, 2009, allowed the seller to keep the first 20% of consumer payments with the remaining funds required to be deposited into trust and stated:

The seller may retain as his own money, for the purpose of covering his selling expenses, servicing costs, and general overhead, the initial funds so collected or paid until he has received for his use and benefit an amount not to exceed twenty percent of the total amount agreed to be paid by the purchaser of such prepaid funeral benefits as such total amount is reflected in the contract.

4. Section 436.430.3 and .4, RSMo, allow a seller to request the trustee to distribute up to 15% of consumer payments placed into trust and state:

3. A seller may request the trustee to distribute to the seller an amount up to the first five percent of the total amount of any preneed contract as an origination fee. The seller may make this request at any time after five percent of the total amount of the preneed contract has been deposited into the trust. The trustee shall make this distribution to the seller within fifteen days of the receipt of the request.

4. In addition to the origination fee, the trustee may distribute to the seller an amount up to ten percent of the face value of the contract on a preneed contract at any time after the consumer payment has been deposited into the trust. The seller may make written request for this distribution and the trustee shall make this distribution to the seller within fifteen days of the receipt of the request or as may be provided in any written agreement between the seller and the trustee.

5. Section 436.465, RSMo, states:

A seller shall maintain:

² Section 436.027, RSMo (2000) was repealed by S.B. 1, effective August 28, 2009, but continues to apply to contracts sold under prior to the enactment of S.B. 1 per Section 436.412, RSMo.

- (1) Adequate records of all preneed contracts and related agreements with providers, trustees of a preneed trust, and financial institutions holding a joint account established under sections 436.400 to 436.520;
- (2) Records of preneed contracts, including financial institution statements and death certificates, shall be maintained by the seller for the duration of the contract and for no less than five years after the performance or cancellation of the contract.

6. Sections 436.470.7 and .9, RSMo, state:

7. Upon request by the board, a licensee or registrant shall make the books and records of the licensee or registrant available to the board for inspection and copying at any reasonable time, including, any insurance, trust, joint account, or financial institution records deemed necessary by the board to determine compliance with sections 436.400 to 436.520;

9. All sellers, providers, preneed agents, and trustees shall cooperate with the board or its designee, the division of finance, the department of insurance, financial institutions and professional registration, and the office of the attorney general in any inspection, investigation, examination, or audit brought under this section.

7. Section 333.062.2, RSMo, requires each funeral establishment to be under the direction of a funeral director in charge and states, in relevant part:

1. No funeral establishment shall be operated in this state unless the owner or operator thereof has a license issued by the board.

2. A license for the operation of a funeral establishment shall be issued by the board, if the board finds:

(1) That the establishment is under the general management and the supervision of a duly licensed funeral director;

* * *

8. Regulation 20 CSR 2120-1.040(14) defines the role and responsibilities of the funeral director in charge and states:

(14) Funeral director-in-charge—an individual licensed as a funeral director by the State Board of Embalmers and Funeral Directors responsible for the general management and supervision of a Missouri

licensed funeral establishment in the state of Missouri. Each Missouri licensed funeral establishment shall have a Missouri licensed funeral director designated as the funeral director-in-charge.

9. Section 333.330.2, RSMo, authorizes discipline against licensees issued pursuant to Chapter 333, and states, in relevant part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 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 or her certificate of registration or authority, permit, or license for any one or any combination of the following causes:

* * *

(4) Obtaining or attempting to obtain any fee, charge, tuition, or other compensation by fraud, deception, or misrepresentation;

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation, or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

(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 thereto;

* * *

(10) Misappropriation or theft of preneed funds;

* * *

(14) Violation of any professional trust or confidence;

* * *

(19) Violation of any of the provisions of chapter 193, 194, 407, or 436;

* * *

Findings of Fact and Conclusions of Law

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

The Parties and Licenses

11. The Board is an agency of the state of Missouri created and established by Section 333.151, RSMo³, for the purposes of executing and enforcing the provisions of Chapter 333, RSMo, and the portions of Chapter 436, RSMo, related to preneed funeral contracts.

12. Treaster is an individual who resides at 105 Robin Drive, Ironton, Missouri 63650 and has registered his business address with the Board as 156 S. Main, Ironton, Missouri 63650.

13. Treaster operates a Missouri licensed funeral establishment known and registered with the Board as White Funeral Home and holds funeral establishment license number 002376 that is and was current and active at all times relevant to this Settlement Agreement.

14. Treaster holds funeral director license number 004734 that is and was current and active at all times relevant to this Settlement Agreement.

15. Treaster holds embalmer license number 006119 that is and was current and active at all times relevant to this Settlement Agreement.

16. Treaster holds preneed agent license number 2010004064 that is and was current and active at all times relevant to this Settlement Agreement.

17. Treaster operates as a preneed seller and as a preneed provider and holds seller license number 2010003431 and provider license number 2010003432. Both the seller and provider licenses are current and active and on probation.

³ All statutory references are to the Revised Statutes of Missouri (2000), as amended, unless otherwise indicated.

Procedural History

18. On November 15, 2011, the Board filed its Probation Violation Complaint against Treaster seeking a determination that Treaster violated the terms and conditions of the probation ordered by the Board on his seller and provider licenses..

19. The Board served Treaster with a copy of the Complaint and notice of hearing.

20. Treaster met with the Board and the Board and Treaster engaged in settlement negotiations that resulted in this Settlement Agreement.

21. On August 21, 2012, Treaster appeared before the Board and stipulated to the facts as set forth herein and that his licenses were subject to discipline.

Orders of Probation and Terms and Conditions of Probation

22. By "Order of the Missouri State Board of Embalmers and Funeral Directors Issuing a Probated Preneed Seller License to George H. Treaster dba White Funeral Home" issued February 1, 2010, the Board issued Treaster a probated seller license subject to certain terms and conditions (the "Probated Seller Order").

23. By "Order of the Missouri State Board of Embalmers and Funeral Directors Issuing a Probated Preneed Provider License to George H. Treaster dba White Funeral Home" issued February 1, 2010, the Board issued Treaster a probated provider license, subject to certain terms and conditions (the "Probated Provider Order").

24. Both the Probated Seller Order and the Probated Provider Order placed the respective licenses on probation as states on page 6 of both Orders that state:

...that license is placed on PROBATION for a period of FIVE (5) YEARS (the "Disciplinary Period") commencing on the date of this Order. However, should Treaster provide to the Board documentation demonstrating to the Board's satisfaction that Treaster has deposited into trust the payments made on all of the preneed contracts referenced herein as required by law, then this Disciplinary Period shall end at that time

25. The conduct for which Treaster's seller and provider licenses were placed on probation included Treaster's failure to place into trust the funds he received from consumers who purchased preneed funeral plans from him as required by statute. To date, Treaster has not yet placed into trust funds for these preneed contracts. These consumers were :

- a. R. P.;
- b. H. H.; and
- c. B. T.

26. Since the entry of the Probated Seller Order and the Probated Provider Order, consumers R. P. and B.T. have died. Treaster fulfilled the preneed contracts with these consumers although he never placed the funds paid to him into trust.

27. Some of the terms and conditions of probation set forth in paragraph D. on page 7 and paragraph G. on page 8 of both the Probated Seller Order and the Probated Provider Order state:

D. Treaster shall comply with all provisions of Chapters 333 and 436, RSMo; all rules and regulations of the Board; and all federal and state laws, rules and regulations related to the preneed funeral business. "State" as used herein refers to the State of Missouri and all other states and territories of the United States.

G. Treaster 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 Order.

Jurisdiction and Venue

28. The Board possesses jurisdiction over this matter pursuant to Section 324.042, RSMo, and pursuant to pages 8 and 9 of both the Probated Seller Order and the Probated Provider Order.

29. Venue is proper.

Financial Examination of Preneed Seller Books and Records

30. In June 2011, the Board conducted a financial examination of the active preneed contracts of White Funeral Home with the Board's examiner making an on-site visit on June 30, 2011.

31. As part of the financial examination, the Board requested full and complete access to all books and records relating to all active preneed contracts sold by Treaster.

32. On June 30, 2011, Treaster signed the Board's Financial Examination Attestation in which he attested that he had provided to the Board "full and complete access to all records necessary for the board to conduct a financial examination of the books and records of this seller."

33. The Board's financial examination revealed contracts, in addition to those contracts found to be unfunded in the Probated Seller Order and in the Probated Provider Order, that were either underfunded or for which Treaster provided no documentation of funding so that funding could be confirmed.

34. By letter dated August 17, 2011, the Board provided Treaster with a copy of the financial exam report and provided him the opportunity to respond.

35. After receipt of the financial exam report, Treaster provided additional records and documents for some of the shortages found in the financial examination report.

36. All preneed contract funds are held at Forethought Federal Savings Bank.

37. Treaster did not deposit all funds into the preneed trust that the law required to be deposited.

38. The shortages in the preneed trust (not including H.H.) are:

Name	Contract Number	Date of Contract	Face Value of Contract	Examiner Verified Payments	Payments to Trust	Shortage
J. P.	833086632	8/21/96	6,230.61	3,520.00	1,484.49	789.51
R. R.	833086644	4/22/97	5,201.54	1,916.12	2,628.34	1,532.89
F. M.	833086625	5/03/98	5,638.33	5,638.33	1,656.66	2,854.00
L.C.	833086596	none	6,858.24	6,858.24	1,628.34	3,858.25
S.C.	833086597	none	6,858.24	6,858.24	2,114.53	3,372.06
G.C.	833602070	1/23/08	6,785.00	4,093.00	43.00	2,693.00
Totals			37,571.96	28,883.93	9,555.36	15,099.71

39. The preneed contract for H.H. remains underfunded with a shortage of \$5,424.77.

40. The total shortage in the preneed trust is \$20,524.48.

Failure to Disclose Prior Discipline on 2011 Preneed Seller Renewal

41. Treaster filed his 2011 Renewal License and Annual Report for his Preneed Seller license that he signed on October 19, 2011 (the “2011 Seller Renewal”).

42. In Section B of the 2011 Seller Renewal, Treaster checked “No” to the following question:

2. Have you ever had any professional license, certification, registration or permit revoked, suspended, placed on probation, censured, reprimanded, fined or otherwise subjected to any type of disciplinary action?

43. Treaster has had both his seller and provider licenses placed on probation and both are still on probation per the Probated Seller Order and the Probated Provider Order.

44. Treaster did not truthfully answer question 2 on the 2011 Seller Renewal.

Probation Violations and Cause for Discipline

45. Treaster failed to maintain adequate records of all preneed contracts and related agreements as required by Section 436.465, RSMo.

46. Treaster failed to make available to the Board's financial examiner full and complete access to all books and records related to the preneed contracts as required by Section 436.480.7 and .9, RSMo.

47. Treaster failed to provide the Board's financial examiner with records related to the preneed contracts sold to R. P., H. H., and B. T.

48. Treaster kept for his own use funds in excess of the statutorily allowed 20% for contracts entered into prior to August 28, 2009 in violation of Section 436.026, RSMo (2000).

49. Treaster timely filed his compliance reports with the Board due by January 1 and July 1 of 2010 and 2011 in which he affirmed for the Board that he fully complied with the provisions of Chapter 333 and relevant provisions of Chapter 436, RSMo.

50. Treaster failed to be in compliance with the provisions of Chapters 333 and relevant provisions of Chapter 436, RSMo, because during the time for which he certified full compliance Treaster held consumer funds paid to him for preneed contracts but he failed to comply with the law by placing those funds into trust.

51. Treaster failed to be in compliance with the provisions of Chapters 333 and relevant provisions of Chapter 436, RSMo, when, on June 30, 2011, he attested to the Board that he provided full and complete access to the Board's financial examiners of all books and records related to the preneed contracts.

52. Treaster violated the professional trust and confidence of his preneed customers by not properly trusting their preneed funds.

53. Cause exists for the Board to impose additional disciplinary action against Licensee's preneed seller and preneed provider licenses as authorized by Section 324.042, RSMo.

54. Cause exists to impose discipline on the seller, provider, funeral establishment, funeral director, embalmer and preneed agent licenses held by Treaster pursuant to Section 333.330.2(4), (5), (6), (10), (14), and (19), RSMo.

STIPULATED DISCIPLINARY ORDER

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

55. Licensee's licenses to practice as a seller, provider, funeral establishment, embalmer, funeral director and preneed agent are hereby placed on **PROBATION** for a period of **FIVE YEARS** (the "Disciplinary Period"), beginning on the effective date of this Settlement Agreement. During the period of probation, Licensee shall be entitled to operate as a licensed seller, provider, funeral establishment, embalmer, funeral director and preneed agent, as defined in Chapters 333 and 436, RSMo, subject to the following terms and conditions of probation:

Terms and Conditions of Probation

56. Licensee shall comply with the following terms and conditions of probation during the Disciplinary Period:

- d. Licensee shall fully fund each underfunded preneed contract as shown above within 3 years of the effective date of this Settlement Agreement as follows:
 - i. By the end of the first year of probation, Licensee shall have deposited funds into trust of at least \$6,841.49 (1/3 of the total shortage);
 - ii. By the end of the second year of probation, Licensee shall have deposited at least another \$6,841.49 into trust, or the balance of the shortage;

- iii. By the end of the third year or probation, Licensee shall deposit into trust another \$6,841.49 or the amount required to fully fund the shortage.
- iv. In lieu of depositing funds into the trust, if any preneed beneficiary dies within the first three years of probation and Licensee provides the Board with sufficient written documents to show that Licensee fully provided the preneed contract, then that contract shall be deemed to be paid in full.
- v. In lieu of depositing additional funds into trust, when Licensee provides a preneed contract for which he is entitled to receive payment from the trust, Licensee may opt to leave all, or a portion of the funds he is entitled to receive, in the trust. Upon submission of written documentation showing that he has not claimed funds to which he is entitled, the Board shall count that as a credit towards funding the underfunded contracts.
- vi. In addition, if Licensee provides the Board with written documentation showing that additional funding is in place or that there has been a change in circumstances, such as a cancellation or refund of a preneed contract, the Board shall also credit any such amount, at the Board's discretion and confirmed by the Board in writing, towards the underfunded amounts.
- e. In the event Licensee sells or received compensation for any portion of his real estate or other substantial portion of his business assets, Licensee shall use the proceeds from that sale to fully fund all then outstanding underfunded preneed contracts.
- f. Licensee shall fully and completely honor and fulfill all active preneed contracts.

- g. For all preneed contracts sold after the effective date of this Settlement Agreement, Licensee shall deposit into trust 100% of all payments received from consumers and shall not request the Trustee to distribute back to Treaster any funds authorized by Section 436.430.3 and .4, RSMo.
- h. 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 in this information. If Licensee utilizes e-mail, Licensee shall provide the Board with his current and active e-mail address;
- i. Licensee shall comply with all applicable provisions of Chapters 194, 333 and 436, RSMo, 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;
- j. Licensee shall engage in no conduct that would give the Board cause to seek authority to discipline from the Administrative Hearing Commission;
- k. 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;
- l. Licensee shall submit written compliance reports to the Board no later than January 1 and July 1 of each year, but no compliance report shall be filed more than 14 days before it is due. Each of these compliance reports shall state truthfully:

- i. Whether there has been full compliance with the terms and conditions of this Order for the previous six month period and shall fully explain any non-compliance, and
- ii. Provide an update on the status of each preneed contract listed in this Settlement Agreement including supporting documentation showing if the preneed contract has been fulfilled and how much has been deposited into trust on these accounts since the last report and a current report showing the funding of each preneed contract referenced in this Settlement Agreement.

These compliance reports shall contain all other information required by this Order. Compliance reports may be submitted on a form provided by the Board, but failure to receive such a form from the Board shall not excuse the timely filing of any compliance report;

- m. 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;
- n. Licensee shall renew timely 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; and
- o. Licensee shall accept and cooperate with unannounced visits from the Board, or its representatives, to monitor compliance with the terms and conditions of probation.

57. 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.

58. Upon the expiration of the Disciplinary Period and successful completion of the probation, Licensee's licenses shall be fully restored if all other requirements of the law have been 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, vacate and set aside the discipline imposed herein and may suspend, revoke, impose additional probation, or otherwise lawfully discipline Licensee's licenses.

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

60. If the Board determines that Licensee has violated a term or condition of this Order, and that violation would also be actionable in a proceeding before the Administrative Hearing Commission 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).

61. If any alleged violation of this Order 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 one or all

of Licensee's licenses. The Board has continuing jurisdiction to hold a hearing determine if a violation of the terms and conditions of probation occurred.

62. Licensee, together with his heirs and assigns and his attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this 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.

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

64. Licensee understands that he 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 Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit its request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

65. If Licensee 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 Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

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

67. As of the effective date of this Settlement Agreement, the Probated Seller Order and the Probated Provider Order are both vacated and this Settlement Agreement sets forth the discipline imposed against Licensee's licenses.

Licensee


George Treaster

Board


Sandy Sebastian
Executive Director
State Board of Embalmers and Funeral Directors
November 15, 2012

Approved:


Sharon K. Euler # 42950
Division of Professional Registration
615 East 13th Street, Suite 501
Kansas City, Missouri 64106
(816) 889-3687 (voice)
(816) 889-2345 (fax)
Sharon.euler@pr.mo.gov

COUNSEL FOR LICENSEE

COUNSEL FOR THE BOARD

EFFECTIVE DATE
11-30-12
STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS

BEFORE THE STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS
STATE OF MISSOURI

STATE BOARD OF EMBALMERS,)
AND FUNERAL DIRECTORS)
)
Petitioner,)
)
v.) Case No. EMB 15-003- PV
)
GEORGE TREASTER)
DBA WHITE FUNERAL HOME)
)
Respondent.)

ORDER

According to law and pursuant to notice, the Missouri State Board of Embalmers and Funeral Directors (Board) had set a hearing on August 11, 2014 at 1:45 p.m., to determine whether or not Respondent had violated the terms and conditions of his probated funeral director, embalmer, preneed agent, preneed seller, preneed provider and establishment licenses.

Upon the joint motion of the parties, cancelled the hearing but heard from the parties on the record. On the record, Treaster requested that the Board release his funeral director and embalmer licenses from probation and indicated his intention to work for another funeral establishment.

The Missouri State Board of Embalmers and Funeral Directors hereby **releases Treaster's funeral director and embalmer licenses from the probation ordered in the November 30, 2012 Settlement Agreement.** Treaster's preneed agent, preneed seller, preneed provider and establishment licenses shall remain on probation as ordered in the November 30, 2012 Settlement Agreement.

Missouri State Board of Embalmers and Funeral Directors


Sandy Sebastian, Executive Director

Certificate of Service

Copies of this Order were sent via e-mail and/or mailed, first class U.S. Postage prepaid on September 17, 2014, to the following parties, as follows:

George Treaster
White Funeral Home
156 Main Street
Ironton, MO 63650

Sharon Euler
Legal Counsel
Division of Professional Registration
Fletcher Daniel State Office Building
615 East 13th Street, Suite 510
Kansas City, MO 64106
(816) 889 – 3687 (Telephone)
(816) 889 – 2345 (Facsimile)

Missouri State Board of Embalmers and Funeral Directors



Sandy Sebastian, Executive Director