

FIRST AMENDED SETTLEMENT AGREEMENT
BETWEEN
MISSOURI STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS
AND
KATHERINE LEWIS-BOLCH

Katherine Lewis-Bolch ("Lewis-Bolch") and the Missouri State Board of Embalmers and Funeral Directors ("Board") enter into this Settlement Agreement for the purpose of resolving the question of whether Lewis-Bolch's licenses as an embalmer and funeral director, no. 007509 and no. 007131, respectively, will be subject to discipline. Pursuant to § 536.060, RSMo., 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo., Cum. Supp. 2009. The Board and Lewis-Bolch jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo., Cum. Supp. 2008.

Lewis-Bolch acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the

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

RECEIVED

SEP 30 2010

STATE BOARD OFFICE

hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Board at which time Lewis-Bolch may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to her by law, Lewis-Bolch 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 her.

Lewis-Bolch acknowledges that she has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Lewis-Bolch stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Lewis-Bolch's licenses as an embalmer and funeral director, license No. 007509 and No. 007131, respectively, are subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo., Cum. Supp. 2009, and Chapter 333, RSMo., as amended.

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

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Board and Lewis-Bolch herein jointly stipulate to the following:

GROUNDS FOR DISCIPLINE

1. Section 333.330, RSMo., Cum. Supp. 2009, states in relevant part:

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

. . . .

(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 to this chapter;

. . . .

(14) Violation of any professional trust or confidence;

....

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

(20) Presigning a death certificate or signing a death certificate on a body not embalmed by, or under the personal supervision of, the licensee;

....

2. Section 193.145, RSMo., states in relevant part:

1. A certificate of death for each death which occurs in this state shall be filed with the local registrar, or as otherwise directed by the state registrar, within five days after death and shall be registered if such certificate has been completed and filed pursuant to this section.

....

4. The funeral director or person in charge of final disposition of the dead body shall file the certificate of death. The funeral director or person in charge of the final disposition of the dead body shall obtain or verify:

(1) The personal data from the next of kin or the best qualified person or source available; and

(2) The medical certification from the person responsible for such certification.

3. Section 193.175, RSMo., states in relevant part:

1. The funeral director or person acting as such in charge of final disposition of a dead body shall file a completed notification of death with the local registrar where the death occurred. Such notification of death shall be . . . filed or postmarked prior to the date of the final disposition of the body. Such notification of death shall authorize final disposition except as otherwise stated in this section or in section 193.145. If the body is to be cremated, a completed death certificate shall be filed with the local registrar and shall authorize cremation

except as stated in section 193.145.

4. Section 193.315, RSMo., states in relevant part:

1. Any person who knowingly makes any false statement in a certificate, record, or report required by sections 193.005 to 193.325 or in an application for an amendment thereof, or in an application for a certified copy of vital record, or who knowingly supplies false information intending that such information be used in the preparation of any such report, record, or certificate, or amendment thereof shall be guilty of a class D felony.

2. Any person who, without lawful authority and with the intent to deceive, makes, counterfeits, alters, amends, or mutilates any certificate, record, or report required by sections 193.005 to 193.325, certified copy of such certificate, record, or report shall be guilty of a class D felony.

....

7. Any person who knowingly neglects or violates any of the provisions of sections 193.005 to 193.325 or refuses to perform any of the duties imposed upon him by sections 193.005 to 193.325 shall be guilty of a class A misdemeanor.

5. 20 CSR 2120-2.070 states in relevant part:

(29) A licensee shall be prohibited from knowingly using, placing or including any false, misleading, deceptive or materially incorrect information, or assisting or enabling any person to provide such information, on a death certificate filed in the state of Missouri.

6. 20 CSR 2120-2.071 states in relevant part:

(15) No body shall be cremated until after a completed death certificate has been filed with the local registrar as required by section 193.175, RSMo.

PARTIES

7. The Missouri State Board of Embalmers & Funeral Directors is an agency of the state of Missouri created and existing pursuant to § 333.151, RSMo., for the purpose of executing and enforcing the provisions of Chapter 333, RSMo.; portions of Chapter 436, RSMo.; and the regulations adopted thereunder.

8. Katherine Lewis-Bolch is a natural person licensed by the Board as an embalmer and funeral director, license nos. 007509 and 007131, respectively. Lewis-Bolch's licenses are current and active, and were current and active at all material times herein.

9. Lewis-Bolch was employed by L.R. Vaughn at Rollins Funeral Home in Platte City, Missouri at all times relevant herein. Vaughn Enterprises, Inc. is the parent company of Rollins Funeral Home and Vaughn Funeral Home in Weston, Missouri.

ROXIE MAE JANTZEN

10. On April 26, 2008, Roxie Mae Jantzen ("Jantzen") passed away in Platte County, Missouri.

11. Lewis-Bolch was the funeral director or person in charge of final disposition of Jantzen's dead body.

12. Jantzen's dead body was buried on April 28, 2008.

13. Lewis-Bolch failed to file Jantzen's notification of death, or to have such notification of death postmarked by, April 28, 2008.

14. Lewis-Bolch failed to file Jantzen's death certificate with the local registrar on or before May 1, 2008.

15. Dr. Dwight A. Cashier was the physician responsible for providing the information for the medical certification for Jantzen's death certificate.

16. Lewis-Bolch failed to obtain and/or verify Dr. Cashier's medical certification for Jantzen's death certificate.

17. Lewis-Bolch filled out the Cause of Death and Certifier sections of Jantzen's death certificate and forged Dr. Cashier's signature on Jantzen's death certificate.

18. Scott D. Vaughn embalmed Jantzen's dead body. However, Lewis-Bolch signed the Statement of Licensed Embalmer section of Jantzen's death certificate on behalf of Scott D. Vaughn and then affixed her own signature in the same section.

19. Lewis-Bolch filed or caused to be filed Jantzen's death certificate at the local registrar's office on February 5, 2009.

20. Lewis-Bolch's failure to file Jantzen's notification of death, or failure to have such notification of death postmarked by, April 28, 2008, constitutes a violation of § 193.175, RSMo.

21. Lewis-Bolch's failure to file Jantzen's death certificate on or before May 1, 2008, and/or failure to obtain or verify medical certification from Dr. Cashier constitutes violations of § 193.145, RSMo.

22. As set forth above, Lewis-Bolch's conduct constitutes violations of § 193.315.1, 2 and/or 3, in that she: (1) knowingly made false statement(s) in a certificate, record or report required by §§ 193.005 to 193.325; (2) made, counterfeited, altered, amended or mutilated a certificate, record or report required by §§ 193.005 to 193.325 with the intent to deceive; and (3) knowingly neglected, violated or refused to perform duties imposed upon her by §§ 193.005 to 193.325.

23. As set forth above, Lewis-Bolch's conduct constitutes a violation of 20 CSR 2120-2.070(29) in that she knowingly used, placed or included false, misleading, deceptive or materially incorrect information, on a death certificate filed in the State of Missouri.

24. Lewis-Bolch's conduct as set forth above constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of her functions or duties as a licensed funeral director and embalmer. Therefore, cause for discipline exists pursuant to § 333.330.2(5), RSMo., Cum. Supp. 2009.

25. Lewis-Bolch's conduct as set forth above constitutes violations of, or assisting or enabling another person to violate § 333.330 et seq. and/or 20 CSR 2120-2.070(29). Therefore, cause for discipline exists pursuant to § 333.330.2(6), RSMo., Cum. Supp. 2009.

26. Lewis-Bolch's conduct as set forth above constitutes a violation of professional trust or confidence between Lewis-Bolch and (1) her clients; (2) her employer and (3) Dr. Cashier in that each relied on Lewis-Bolch to lawfully complete routine paperwork to secure

final disposition of Jantzen's dead body. Therefore, cause for discipline exists pursuant to § 333.330.2(14) RSMo., Cum. Supp. 2009.

27. Lewis-Bolch's conduct as set forth above constitutes violations of § 193, RSMo. Therefore, cause for discipline exists pursuant to § 333.330.2(19), RSMo., Cum. Supp. 2009.

28. Lewis-Bolch's conduct as set forth above constitutes a violation of § 333.330.2 (20) RSMo, Cum. Supp. 2009. Therefore, cause for discipline exists pursuant to § 333.330.2 (20) RSMo, Cum. Supp. 2009.

DAISY BEAVERS

29. Ms. Daisy Beavers ("Beavers") died on June 2, 2009, in Clinton, Missouri.

30. Lewis-Bolch was the funeral director or person in charge of final disposition Beavers' dead body.

31. Dr. James Clouse was the physician responsible for providing the medical certification on Beavers' death certificate.

32. On or about June 2, 2009, Lewis-Bolch prepared a Letter of Intent to Complete and Sign Beavers' death certificate ("Letter of Intent"). Lewis-Bolch wrote-in the name "Dr. Almott" as the name of the physician providing the Letter of Intent. "Dr. Almott" is not a physician licensed by the State of Missouri and in so much as a "Dr. Almott" exists; he/she was not in any way involved in providing the Letter of Intent.

33. Lewis-Bolch forged the signature of “Dr. Almott” or Dr. Clouse on the Letter of Intent. Thereafter, Lewis-Bolch provided Central States Mortuary, Riverside, Missouri (“Central States) with the Letter of Intent containing the forged signature. Central States cremated Beavers’ dead body based, in part, on the Letter of Intent containing the forged signature.

34. As set forth above, Lewis-Bolch’s conduct constitutes violations of §193.315.1, 2 and/or 3, RSMo, in that she: (1) knowingly made false statement(s) in a certificate, record or report required by §§ 193.005 to 193.325; (2) made, counterfeited, altered, amended or mutilated a certificate, record or report required by §§ 193.005 to 193.325 with the intent to deceive; and/or (3) knowingly neglected, violated or refused to perform duties imposed upon her by §§ 193.005 to 193.325.

35. Lewis-Bolch’s conduct as set forth above constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of her functions or duties as a licensed funeral director and embalmer. Therefore, cause for discipline exists pursuant to § 333.330.2(5), RSMo., Cum. Supp. 2009.

36. Lewis-Bolch’s conduct as set forth above constitutes violations of, or assisting or enabling any person to violate § 333.330 et seq. Therefore, cause for discipline exists pursuant to § 333.330.2(6), RSMo., Cum. Supp. 2009.

37. Lewis-Bolch’s conduct as set forth above constitutes a violation of professional trust or confidence between Lewis-Bolch and (1) her clients; (2) her employer; (3) Central

States and (4) Dr. Clouse in that each relied on Lewis-Bolch to lawfully complete routine paperwork to secure final disposition of Beavers' dead body. Therefore, cause for discipline exists pursuant to § 333.330.2(14) RSMo., Cum. Supp. 2009.

38. Lewis-Bolch's conduct as set forth above constitutes violations of § 193, RSMo. Therefore, cause for discipline exists pursuant to § 333.330.2(19), RSMo., Cum. Supp. 2009.

39. Lewis-Bolch's conduct as set forth above constitutes a violation of § 333.330.2(20) RSMo., Cum. Supp. 2009. Therefore, cause for discipline exists pursuant to § 333.330.2(20) RSMo., Cum. Supp. 2009.

MARY LAMAR

40. Ms. Mary Lamar ("Lamar") died on March 5, 2009, in Buchanan County, Missouri.

41. Lewis-Bolch was the funeral director or person in charge of final disposition Lamar's dead body.

42. Central States cremated Lamar's dead body on March 10, 2009.

43. Lewis-Bolch failed to file Lamar's completed death certificate with the local registrar prior to Lamar's cremation on March 10, 2009.

44. Lewis-Bolch filed or caused to be filed Lamar's death certificate at the local registrar's office on March 27, 2009.

45. Lewis-Bolch's failure to file Lamar's completed death certificate with the local registrar prior to Lamar's cremation on March 10, 2009, constitutes a violation of § 193.175, RSMo.

46. Lewis-Bolch's conduct as set forth above constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of her functions or duties as a licensed funeral director and embalmer. Therefore, cause for discipline exists pursuant to § 333.330.2(5), RSMo., Cum. Supp. 2009.

47. Lewis-Bolch's conduct as set forth above constitutes violations of, or assisting or enabling any person to violate § 333.330 et seq. and/or 20 CSR 2120-2.071. Therefore, cause for discipline exists pursuant to § 333.330.2(6), RSMo., Cum. Supp. 2009.

48. Lewis-Bolch's conduct as set forth above constitutes a violation of professional trust or confidence between Lewis-Bolch and (1) her clients; (2) her employer and (3) Central States in that each relied on Lewis-Bolch to lawfully complete routine paperwork to secure final disposition of Lamar's dead body. Therefore, cause for discipline exists pursuant to § 333.330.2(14) RSMo., Cum. Supp. 2009.

49. Lewis-Bolch's conduct as set forth above constitutes a violation of § 333.330.2(20), RSMo., Cum. Supp. 2009. Therefore, cause exists to discipline Lewis-Bolch pursuant to § 333.330.2(20), RSMo., Cum. Supp. 2009.

ROGER RAWLINGS

50. On June 25, 2009, Mr. Roger Rawlings ("Rawlings") died in Clay County, Missouri.

51. Lewis-Bolch was the funeral director or person in charge of final disposition of Rawlings' dead body.

52. Rawlings dead body was cremated on June 27, 2009.

53. Lewis-Bolch failed to file Rawlings' completed death certificate with the local registrar on or before June 27, 2009.

54. On or about June 26, 2009, Lewis-Bolch prepared a Letter of Intent to Complete and Sign Rawlings' death certificate ("Letter of Intent").

55. Lewis-Bolch forged the signature of Dr. James Stoddard on the Letter of Intent. Thereafter, Lewis-Bolch provided Central States with the Letter of Intent containing the forged signature. Central States cremated Rawlings' dead body based, in part, on the Letter of Intent containing the forged signature.

56. Lewis-Bolch filed or caused to be filed Rawlings' death certificate at the local registrar's office on July 28, 2009.

57. Lewis-Bolch's failure to file Rawlings' completed death certificate prior to Rawlings' cremation, constitutes a violation of § 193.175, RSMo.

58. As set forth above, Lewis-Bolch's conduct constitutes violations of § 193.315.1, 2 and 3, RSMo., in that she: (1) knowingly made false statement(s) in a

certificate, record or report required by §§ 193.005 to 193.325; (2) made, counterfeited, altered, amended or mutilated a certificate, record or report required by §§ 193.005 to 193.325 with the intent to deceive; and (3) knowingly neglected, violated or refused to perform duties imposed upon her by §§ 193.005 to 193.325.

59. Lewis-Bolch's conduct as set forth above constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of her functions or duties as a licensed funeral director and embalmer. Therefore, cause for discipline exists pursuant to § 333.330.2(5), RSMo., Cum. Supp. 2009.

60. Lewis-Bolch's conduct as set forth above constitutes violations of, or assisting or enabling any person to violate § 333.330 et seq. and 20 CSR 2120-2.071. Therefore, cause for discipline exists pursuant to § 333.330.2(6), RSMo., Cum. Supp. 2009.

61. Lewis-Bolch's conduct as set forth above constitutes a violation of professional trust or confidence between Lewis-Bolch and (1) her clients; (2) her employer; (3) Dr. Stoddard and (4) Central States in that each relied on Lewis-Bolch to lawfully complete routine paperwork to secure final disposition of Rawlings' dead body. Therefore, cause for discipline exists pursuant to § 333.330.2(14) RSMo., Cum. Supp. 2009.

62. Lewis-Bolch's conduct as set forth above constitutes violations of § 193. Therefore, cause for discipline exists pursuant to § 333.330.2(19), RSMo., Cum. Supp. 2009.

63. Lewis-Bolch's conduct as set forth above constitutes a violation of § 333.330.2(20) RSMo., Supp. 2009. Therefore, cause for discipline exists pursuant to

§ 333.330.2(20) RSMo., Cum. Supp. 2009.

JOHN SHIPMAN

64. Mr. John Shipman (“Shipman”) died on April 8, 2009, in Johnson County, Kansas.

65. Lewis-Bolch was the funeral director or person in charge of final disposition Shipman’s dead body.

66. Mr. Shipman was cremated at Central States on April 17, 2009. Central States Mortuary is located in Riverside, Missouri.

67. Kansas law requires that a death certificate be filed with the Kansas state registrar within three (3) days after such death by the funeral director or person acting as the funeral director who first assumes custody of the dead body. K.S.A. 65-2412(a), (b) (2008).

68. Lewis-Bolch failed to file Shipman’s death certificate (1) with the Kansas state registrar on or before April 11, 2009 and/or (2) prior to Shipman’s dead body being removed from the state of Kansas.

69. Kansas law requires a completed and executed coroner’s permit in order to cremate a dead human body. K.S.A. § 65-1762(b)(2) (2008).

70. Lewis-Bolch did not obtain a completed and executed coroner’s permit for the cremation of Shipman’s dead body.

71. Lewis-Bolch represented to Central States that she had a completed and executed coroner's permit to cremate Shipman's dead body. Central States cremated Shipman's dead body based, in part, on Lewis-Bolch's aforementioned misrepresentation.

72. Lewis-Bolch filed or caused to be filed Shipman's death certificate with the Kansas state registrar on or about April 27, 2009.

73. Lewis-Bolch's conduct as set forth above constitutes incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of her functions or duties as a licensed funeral director and embalmer. Therefore, cause for discipline exists pursuant to § 333.330.2(5), RSMo., Cum. Supp. 2009.

74. Lewis-Bolch's conduct as set forth above constitutes violations of, or assisting or enabling any person to violate § 333.330 et seq. and 20 CSR 2120-2.071. Therefore, cause for discipline exists pursuant to § 333.330.2(6), RSMo., Cum. Supp. 2009.

75. Lewis-Bolch's conduct as set forth above constitutes a violation of professional trust or confidence between Lewis-Bolch and (1) her clients; (2) her employer and (3) Central States in that each relied on Lewis-Bolch to lawfully complete routine paperwork to secure final disposition of Shipman's dead body. Therefore, cause for discipline exists pursuant to § 333.330.2(14) RSMo., Cum. Supp. 2009.

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 536.060, RSMo., and §§ 621.045.3 and 621.110, RSMo., Cum. Supp. 2009.

76. **Lewis-Bolch's licenses are suspended, followed by a period of probation.** Lewis-Bolch's licenses as an embalmer and funeral director are hereby SUSPENDED for a period of ONE YEAR, and shall immediately thereafter be placed on PROBATION for a period of FIVE YEARS. The periods of suspension and probation shall constitute the "disciplinary period." During the period of suspension, Lewis-Bolch shall not be entitled to practice as an embalmer or funeral director pursuant to Chapter 333, RSMo. During the period of probation, Lewis-Bolch shall be entitled to practice as an embalmer and funeral director under Chapter 333, RSMo., provided Lewis-Bolch adheres to all the terms of this Settlement Agreement.

77. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Lewis-Bolch shall keep the Board apprised at all times of her current address and telephone number at each place of residence and business. Lewis-Bolch shall notify the Board in writing within ten (10) days of any change in this information.

B. Lewis-Bolch shall timely renew her licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her licenses in a current and active status.

C. Lewis-Bolch shall meet in person with the Board or its representative at any such time or place as required by the Board or its designee upon notification from the Board or its designee. Said meetings will be at the Board's discretion and may occur periodically during the probation period.

D. Lewis-Bolch shall immediately submit documents showing compliance with the requirements of this settlement agreement to the Board when requested by the Board or its designee.

E. During the probationary period, Lewis-Bolch shall accept and comply with unannounced visits from the Board's representative to monitor compliance with the terms and conditions of this settlement agreement.

F. If at any time during the disciplinary period, Lewis-Bolch changes her residence from the State of Missouri, ceases to be currently licensed in Missouri under Chapter 333 or Chapter 436, RSMo., as amended, fails to timely pay all fees required for license renewal, or fails to keep the Board advised of all current places of residence and business, the time of absence, unlicensed status, delinquency in paying fees for license renewal or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

G. Lewis-Bolch shall comply with all relevant provisions of Chapter 333, RSMo., as amended; Sections 436.400 through 436.525, RSMo.; all rules and regulations of the Board, and all state and federal laws related to the performance of duties in the funeral industry. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

H. Lewis-Bolch shall submit written reports to the Board by no later than January 1 and July 1 during each year of the Disciplinary Period stating truthfully whether there has been compliance with all terms and conditions of this Settlement.

78. Upon the expiration of the disciplinary period, the licenses of Lewis-Bolch shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Board determines that Lewis-Bolch 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 or otherwise lawfully discipline Lewis-Bolch's licenses.

79. No additional discipline shall be imposed by the Board pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Board as a contested case in accordance with the provisions of Chapter 536, RSMo.

80. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Lewis-Bolch of Chapter 333, RSMo.,

as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

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

82. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Lewis-Bolch agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

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

84. 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.

85. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 333, 610, and 324, RSMo., as amended.

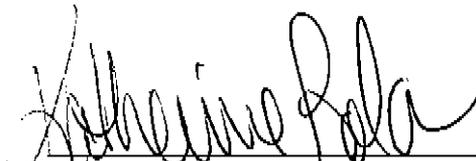
86. Lewis-Bolch, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo. (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

87. Lewis-Bolch understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Lewis-Bolch's licenses. If Lewis-Bolch

desires the Administrative Hearing Commission to review this Settlement Agreement, Lewis-Bolch may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

88. If Lewis-Bolch 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 Lewis-Bolch's licenses. If Lewis-Bolch does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

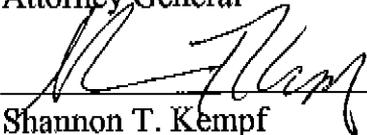

Katherine Lewis-Bolch


Date

Missouri State Board of Embalmers and Funeral Directors


~~Becky Dunn~~, Executive Director
Date: 10.12.10
Sandy Sebastian

CHRIS KOSTER
Attorney General


Shannon T. Kempf
Assistant Attorney General
Missouri Bar No. 61060

Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-4087
Telefax: 573-751-5660

Attorneys for the Board