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

STATE BOARD OF EMBALMERS, AND FUNERAL DIRECTORS	)	
Petitioner,	)	
v.	)	Case Nos.: EMB 11-001-PV
	)	EMB 11-002-PV
RONALD MARTS	)	
AND	)	
MARTRON, LLC, d/b/a MARTS MEMORIAL SERVICES	)	
Respondents.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DISCIPLINARY ORDER

At its regularly schedule meeting on December 7, 2010 and at a scheduled meeting on December 16, 2010, and pursuant to notice described in the Findings of Fact, the State Board of Embalmers and Funeral Directors took up the probation violation complaint alleging that Ronald Marts ("Marts") and Martron, LLC, d/b/a Marts Memorial Services ("Marts Memorial") had failed to comply with the terms of their probation.

The board appeared through Division of Professional Registration Legal Counsel Sharon Euler. Ronald Marts appeared personally at the December 7, 2010 hearing and Ronald Marts and Marts Memorial were represented by counsel Salvatore J. Mirabile at the December 7, 2010 hearing. However, neither Ronald

Marts, Marts Memorial, nor counsel for Ronald Marts and Marts Memorial were present when the December 16, 2010 hearing began and did not appear for the hearing[1]. Division of Professional Registration Legal Counsel Sarah Ledgerwood served as the board's legal advisor at the December 7, 2010 hearing and in the preparation of this order. Assistant Attorney General Edwin Frownfelter served as the board's legal advisor during the December 16, 2010 hearing and during deliberations.

Findings of Fact

1. The Board is an agency of the state of Missouri created and established by Section 333.151, RSMo[2], 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.

2. Ronald Marts is an individual residing at 5917 Rockhill Road, Kansas City, Missouri 64110.

3. Ronald Marts holds funeral director license number 004036.

4. Martron, LLC d/b/a Marts Memorial Services, is a Missouri limited liability company in good standing with its principal place of business located at 14 Westport Road, Kansas City, Missouri 64111.

[1] Marts and Marts Memorial appeared with counsel at the date and time for the December 16, 2010 hearing. However, prior to going on record for the hearing, Marts, Marts Memorial and counsel left the Board meeting and did not appear at any time during the hearing on December 16, 2010.

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

5. Marts Memorial Service is a registered fictitious name of Martron, LLC.

6. Marts Memorial holds funeral establishment license number 2002000826 and preneed provider license number 2010024768.

7. Marts Memorial has designated Marts as funeral director in charge of Marts Memorial per § 333.061.2, RSMo and 20 CSR 2120-1.030(20).

8. As funeral director in charge, Marts is responsible for the general management and supervision of Marts Memorial.

9. Marts and Marts Memorial entered into a "Settlement Agreement Between State Board of Embalmers and Funeral Directors and Ronald Marts and Martron, LLC" ("Settlement Agreement") signed by the Board on May 28, 2009.

10. By the terms of the Settlement Agreement, the funeral director license held by Marts was placed on probation, subject to certain terms and conditions, for a period of five years.

11. By the terms of the Settlement Agreement, the funeral establishment license of Marts Memorial was placed on probation, subject to certain terms and conditions for a period of five years.

12. On July 20, 2010, the Board issued its "Order of the State Board of Embalmers and Funeral Directors Issuing a Probationary Preneed Provider License to Martron, LLC dba Marts Memorial Services." ("Probation Order").

13. The Probation Order issued a preneed provider license to Marts Memorial on probation for a period to run concurrently with the probation placed

on Marts' funeral director license and Marts Memorial funeral establishment license per the Settlement Agreement. The Probation Order required Marts Memorial to meet certain terms and conditions.

Conduct Supporting Probation Violations

Spring 2010 Inspections

14. The Board conducted inspections of Marts Memorial on April 1, 2010, April 9, 2010 and May 18, 2010 ("Spring 2010 Inspections").

Unlicensed Preneed Conduct

15. The Spring 2010 Inspections found that Marts Memorial acted as a preneed provider, when it held no such license, in the following ways:

a. Marts and Marts Memorial fulfilled a preneed contract for W.C.[3] on March 16, 2010.

b. Marts and Marts Memorial allowed Marts Memorial to be designated as the preneed provider on 22 contracts provided to the Board by persons selling preneed contracts to consumers at a time when Marts Memorial held no provider license.

16. Marts and Marts Memorial entered into an arrangement with Dee and Gail Suddarth related to the sale of preneed contracts using Missouri Funeral Trust ("MFT") as the preneed seller and Marts Memorial as the preneed provider.

[3] Pursuant to the Protective Order entered by the Board in this matter, consumer W.C. will be referred to throughout for purposes of protection of W.C.'s privacy.

17. During this time a license was required to serve as a preneed provider, but neither Marts nor Marts Memorial held a preneed provider license.

18. Under this arrangement between Marts, Marts Memorial and the Suddarths, Marts and Marts Memorial misrepresented the price of the preneed contract.

19. Consumers purchased a preneed contract at a price higher than Marts Memorial General Price List (the "GPL"). Dee and Gail Suddarth then paid Marts and Marts Memorial the GPL price and donated the balance to Unity Church.

Failure to provide written statement of goods and services

20. Marts and Marts Memorial failed to provide a written statement of goods and services for the services provided for the final disposition of W.C.

Failure to maintain register log

21. The Spring 2010 Inspections found that Marts and Marts Memorial failed to keep a register log at the funeral establishment.

Failure to refrigerate or embalm

22. Marts and Marts Memorial failed to refrigerate, embalm or place in hermetically sealed caskets within 24 hours of death of the body as follows:

a. Marts and Marts Memorial kept the body of M.W. in the funeral establishment for more than 24 hours without embalming, proof of refrigeration or placement of the body in a hermetically sealed casket.

b. Marts and Marts Memorial kept the body of W. R. in a cooler, but could not verify for the Board that the cooler was refrigerated at 40 degrees or cooler.

c. On May 18, 2010, there were four dead human bodies in the refrigerated room at Marts Memorial and the room's temperature was 50 degrees, according to Marts' thermostat in the room. The cooler room lacked the capacity to reach the required temperature of 40 degrees.

Failure to be honest and cooperate with Board

23. Marts and Marts Memorial failed to be honest and truthful with the Board during the Spring 2010 Inspections in the following ways:

a. Marts and Marts Memorial stated that they had only 3 contracts with MFT from their arrangement with the Suddarths, when, in reality, there were at least 22 contracts.

b. When the Board's inspector inquired as to Marts' and Marts Memorial status as a preneed provider, Marts provided altered paperwork to the inspector with the year 2004 "whited out" and the number 2009 written in to give the appearance of being licensed.

Failure to submit compliance reports

24. Marts and Marts Memorial have failed to submit the compliance reports due on January 1 and July 1 of each year of their probations.

25. Marts and Marts Memorial have failed to submit compliance reports that were due on July 1, 2009, January 1, 2010 and July 1, 2010 attesting to their compliance with the terms and conditions of their probations.

Conduct involving S.C.

26. In August 2010, the Board conducted an investigation regarding Marts and Marts Memorial conduct in the final disposition of S.C. (the "August 2010 Investigation")

27. S.C. died on July 23, 2010 at her home in Blue Springs, Missouri.

28. Marts and Marts Memorial handled the final disposition of S.C.'s body.

29. S.C.'s husband made the arrangements for her final disposition on July 23, 2010.

30. S.C.'s husband paid $803 to Marts and Marts Memorial for the cremation services, death certificates and urn.

31. A funeral mass was held for S.C. on July 27, 2010 at 10:00 a.m.

32. Marts appeared at the funeral mass with the urn S.C.'s husband had purchased and the urn contained cremains.

33. Marts never told S.C.'s husband that the cremains in the urn were cremains other than those of S.C.

34. S.C.'s husband believed the urn contained the cremains of his wife.

35. On August 16, 2010, S.C.'s husband phoned the funeral home to inquire about the death certificates.

36. Marts Memorial informed S.C.'s husband that the death certificates were at the funeral home and so were the cremains of S.C.

37. S.C.'s husband then immediately drove to Marts Memorial to get the death certificates and the cremains.

38. When S.C.'s husband arrived at Marts Memorial, he observed Kathy Marts attempting to remove the label off the box of cremains by scratching with her fingernail. S.C.'s husband had to repeatedly ask her to stop attempting to scratch off the label before she did and handed the box to Marts.

39. Marts told S.C.'s husband that there were two boxes of cremains for S.C. and he had forgotten to give S.C.'s husband both boxes.

40. Stonegate Crematory conducted the cremation of S.C.'s remains.

41. Stonegate Crematory's records show that S.C.'s body was delivered to their facility at 11:00 p.m. on July 26, 2010.

42. Stonegate Crematory began to cremate S.C.'s body at 10:50 a.m. on July 27, 2010. The next cremation began at 2:15 on July 27, 2010.

43. Stonegate Crematory did not deliver the cremains of S.C.'s body to Marts or Marts Memorial on July 27, 2010.

44. Stonegate Crematory did not deliver the cremains of S.C.'s body to Marts Memorial prior to the funeral mass for S.C.

45. Stonegate Crematory did not deliver two boxes of cremains from the body of S.C.

46. The cremains picked up by S.C.'s husband on August 16, 2010 contained a metal identification tag that matched the number assigned to S.C.'s body at Stonegate Crematory.

47. The cremains in the urn delivered to S.C.'s husband on July 27, 2010 contained no metal tag so identification cannot be made.

48. Marts and Marts Memorial did not give S.C.'s husband a copy of the written statement of goods and services for the final disposition of S.C.

49. Marts and Marts Memorial failed to obtain the signature of S.C.'s husband on the written statement of goods and services for the final disposition of S.C.

50. Marts and Marts Memorial failed to list the method of payment and listed an incorrect amount charged to S.C.'s husband on the written statement of goods and services for the final disposition of S.C.'s body.

51. Marts and Marts Memorial maintained no register log to record the bodies that the funeral establishment receives and so had no register log entry to indicate when S.C.'s body entered the funeral establishment and when it was transported to the crematory.

52. Marts and Marts Memorial arranged the funeral mass for S.C. knowing that the cremains in the urn provided for the funeral mass were not those of S.C.

53. Marts and Marts Memorial did not tell S.C.'s husband that S.C.'s cremains would not be available for the planned funeral mass.

54. When S.C.'s husband confronted Marts about the identity of the cremains in the urn provided, Marts fabricated the story that there were two boxes of cremains.

55. When S.C.'s husband confronted Kathy Marts about the cremains, Ms. Marts attempted to remove the label from the cremains by scratching the label off with her fingernail.

56. Board Exhibit 9, page 26 states "By my signature, I have received the cremains of the deceased named on this form." Marts did not sign the form. Instead he stated "delivered to St. Marks" and indicated the date he received S.C.'s cremains was July 28, 2010. However, S.C.'s memorial service was on July 27, 2010 at St. Mark's Church and Marts stated to S.C.'s husband that he had delivered S.C.'s cremains in time for the memorial service.

57. Marts and Marts Memorial provided false information to Dr. Baranda as to the place and time of S.C.'s death.

58. During the December 7, 2010 hearing, counsel for the Board offered and the Board admitted the following exhibits:

a. Exhibit 1: PROMO Licensing screen showing licenses

b. Exhibit 2: May 28, 2009 Settlement Agreement

c. Exhibit 3: June 20, 2010 Probated License order

d. Exhibit 4: Cutburth complaint to the Board

e. Exhibit 5: Cutburth Attorney General Office Complaint and letter from the Attorney General's Office

f. Exhibit 6: Business Records Affidavit of Stonegate Crematorium

g. Exhibits 7 and 7A: Notice of Probation Violation Hearings and certified mail receipts

h. Exhibit 8: Investigator Lager's June 11, 2010 Investigative Report

i. Exhibit 9: Investigator Lager's August 31, 2010 Investigative Report

j. Exhibit 10: Kansas City Police Department September 14, 2010 police report

k. Exhibit 11: October 1, 2010 letter from the Attorney General's Office to Hadley Cutburth

59. During the December 7, 2010 hearing, the Board heard testimony from the following witnesses on behalf of the Board: Sandy Sebastian, Executive Director, Kevan Lager, Investigator, Danny Carmichael, Brian Simmons, Hadley Cutburth and Sean Cutburth. Counsel for Respondents cross-examined Sandy Sebastian, Kevan Lager, Danny Carmichael and Brian Simmons.

60. During the December 16, 2010 hearing, neither Ronald Marts nor Marts Memorial appeared at the hearing and were not represented at the hearing on that date by counsel[4].

61. Neither Ronald Marts nor Marts Memorial offered any evidence at the December 7, 2010 or December 16, 2010 hearing other than cross-examination on December 7, 2010. Ronald Marts and Marts Memorial offered, and the Board admitted, exhibits during the December 7, 2010 hearing. However, the Board

[4] See footnote 1, page 2.

never received copies of those exhibits. Therefore, upon a motion by the Board's counsel, the Board withdrew those exhibits during the December 16, 2010 hearing as there was no testimony offered related to the exhibits.

Conclusions of Law

62. The Board possesses jurisdiction over this matter pursuant to Section 324.042, RSMo, and pursuant to Section II.2.3, 4 and 7 on pages 14 and 15 of the Settlement Agreement and Section III.G. and H on pages 11 and 12 of the Probation Order.

63. 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.

64. Section 333.011.(10), RSMo, defines a provider to be:

> (10) "Provider", the person designated or obligated to provide the final disposition, funeral, or burial services or facilities, or funeral merchandise described in a preneed contract;

65. Section 333.061, RSMo, states, in pertinent portion:

> 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;

66. Section 333.145, RSMo, states:

1. Every funeral firm in this state or the funeral service licensee thereof shall give or cause to be given to the person or persons making funeral arrangements or arranging for the disposition of a dead human body, at the time such arrangements are completed and prior to the time of rendering the service or providing the merchandise, a written statement signed by the purchaser or purchasers or their legal representatives, and a representative of the funeral establishment, showing to the extent then known:

(1) The price of the service that the person or persons have selected and what is included therein;
(2) The price of each of the supplemental items of service or merchandise requested;
(3) The amount involved for each of the items for which the firm will advance moneys as an accommodation to the family;
(4) The method of payment.

2. A funeral establishment shall not bill or cause to be billed any item that is referred to as a "cash advance" item unless the net amount paid for such item or items by the funeral establishment is the same as is billed by the funeral establishment.

3. All merchandise displayed in or by funeral establishments in this state shall have the price of the merchandise and included services, if any, clearly marked or indicated on the merchandise at all times.

67. Section 333.315.1, RSMo, states:

No person shall be designated as a provider or agree to perform the obligations of a provider under a preneed contract unless, at the time of such agreement or designation, such person is licensed as a preneed provider by the board. Nothing in this section shall exempt any person from meeting

the licensure requirements for a funeral establishment as provided in this chapter.

68. Section 333.330, RSMo, sets forth specific conduct for which the Board may impose discipline and states, in relevant portion:

> 1. The board may refuse to issue any certificate of registration or authority, permit, or license required under this chapter for one or any combination of causes stated in subsection 2 of this section. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of his or her right to file a complaint with the administrative hearing commission as provided by chapter 621, RSMo.
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> 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 or her certificate of registration or authority, permit, or license for any one or any combination of the following causes:
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> * * *
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> (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;
>
> (7) Impersonation of any person holding a certificate of registration or authority, permit, or license or allowing any

person to use his or her certificate of registration or authority, permit, license, or diploma from any school;

* * *

(11) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated by this chapter regulating preneed who is not licensed or registered and currently eligible to practice thereunder;

* * *

(14) Violation of any professional trust or confidence;

* * *

3. After the filing of such complaint, the proceedings shall be conducted in accordance with the provisions of chapter 621, RSMo. Upon a finding by the administrative hearing commission that the grounds, provided in subsection 2 of this section, for disciplinary action are met, the board may, singly or in combination, censure or place the person named in the complaint on probation on such terms and conditions as the board deems appropriate for a period not to exceed five years, or may suspend, for a period not to exceed three years, or revoke any certificate of registration or authority, permit, or license issued under this chapter.

* * *

5. An individual whose certificate of registration or authority, permit, or license has been revoked shall wait three years from the date of revocation to apply for any certificate of registration or authority, permit, or license under this chapter, either as an individual or as a manager, director, shareholder, or partner of any business entity. Any certificate of registration or authority, permit, or license shall be issued at the discretion of the board after compliance with all the requirements of this chapter relative to the licensing or registration of the applicant for the first time.

6. Use of the procedures set out in this section shall not preclude the application of the provisions of subsection 2 of section 333.335.

69. Rule 20 CSR 2120-1.040(14) and (21) state:

(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.

(21) Register log—a written record or log kept in the preparation/embalming room of a Missouri licensed funeral establishment available at all times in full view for a board inspector, which shall include the following:

(A) The name of the deceased;

(B) The date and time the dead human body arrived at the funeral establishment;

(C) The date and time the embalming took place, if applicable;

(D) The name and signature of the Missouri licensed embalmer, if applicable;

(E) The name and signature of the Missouri registered apprentice embalmer, if any;

(F) The Missouri licensed embalmer's license number, if applicable;

(G) The Missouri apprentice embalmer registration number, if any; and

(H) The name of the licensed funeral establishment, or other that was in charge of making the arrangements if from a different location.

70. Rule 20 CSR 2120-2.070 states, in relevant part:

> (21) . . . If the body is not embalmed, a Missouri licensed funeral establishment shall not hold the unembalmed body for any longer than twenty-four (24) hours unless the unembalmed body is refrigerated in a cooling unit at a temperature of forty degrees Fahrenheit (40° F) or cooler or encased in an airtight metal or metal-lined burial case, casket or box that is closed and hermetically sealed[.]
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> * * *
>
> (27) Each funeral establishment shall maintain a register log, as defined by 20 CSR 2120-1.040(21). The log shall be kept in the preparation or embalming room of the Missouri licensed funeral establishment at all times and in full view for a board inspector. If the funeral establishment does not contain a preparation or embalming room, the log shall be kept on the premises of the licensed funeral establishment and shall be easily accessible and in full view for a board inspector. A register log shall contain the information required by 20 CSR 2120-1.040(21).
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> * * *
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> (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.

71. Rule 20 CSR 2120-2.080 states:

> (1) Every Missouri licensed funeral director responsible for providing funeral services or arranging for the delivery of any funeral merchandise, shall give or cause to be given to the person(s) making such arrangements a written statement of charges for the funeral merchandise and funeral services selected.
>
> (2) At the time of need, a written statement of charges shall be completed and given to the person making the at-need

arrangements. The written statement of charges shall be completed prior to the rendering of the funeral services or providing merchandise. At a minimum, the written statement of charges shall contain the following:

(A) The name and signature of the Missouri licensed funeral director responsible for making the arrangements or providing the funeral merchandise;

(B) The name and address of the Missouri licensed funeral establishment in charge of providing the merchandise or funeral services;

(C) The name, address and signature of the person making the at-need arrangements;

(D) The date of the signatures;

(E) The name of the deceased;

(F) The date of death;

(G) The price of the service(s) selected and the price of the supplemental (additional) items;

(H) The price of the merchandise selected including a detailed description of the casket and outer burial container;

(I) The amount and description of all cash advance items; and

(J) The method of payment.

(3) A preneed contact shall not be substituted for the written statement of charges required by [] this rule.

(4) Violations of this rule will be deemed misconduct in the practice of funeral directing.

(5) The rules in this division are declared severable. If any rule, or section of a rule, is held invalid by a court of competent jurisdiction or by the Administrative Hearing

> Commission, the remaining provisions shall remain in full force and effect unless otherwise determined by a court of competent jurisdiction or by the Administrative Hearing Commission.

Violations of Probation

Settlement Agreement Violations

72. In the following ways, Marts and Marts Memorial violated Section II.2.D on p. 13, of the Settlement Agreement that states as one of the terms and conditions of probation:

> Marts Memorial and Marts shall comply with all provisions of Chapter 333, RSMo; §§436.005 through 436.071, RSMo; all rules and regulations of the Board; and all state and federal laws related to the performance of duties in the funeral industry.

a. Marts and Marts Memorial violated Section 333.315, RSMo, by acting as a preneed provider when they held no such license.

b. Marts and Marts Memorial violated Section 333.145, RSMo, and 20 CSR 2120-2.080 by failing to prepare a written statement of goods and services for the services provided for W. C.

c. Marts and Marts Memorial violated 20 CSR 2120-2.070(27) by failing to maintain a register log in the establishment.

d. Marts and Marts Memorial violated 20 CSR 2120-2.070(21) and Section II.2.H of the Settlement Agreement by failing to "refrigerate, embalm or place in a hermetically sealed casket all human remains within 24 hours of death."

e. Marts and Marts Memorial violated 20 CSR 2120-2170(29) by providing false information to Dr. Baranda regarding S.C.

f. The conduct of Marts and Marts Memorial gives cause for additional discipline pursuant to Sections 333.330.2 (4), (5), (6), (7), (11) and (14), RSMo. as set forth in paragraphs 1 through 60 above.

73. Marts and Marts Memorial violated Section II.2.F on page 13 of the Settlement Agreement that states: "Marts Memorial and Marts shall accept and cooperate with unannounced visits from the Board's duly authorized representatives to monitor their compliance with these terms and conditions" as set forth in paragraphs 1 through 60 above.

74. Marts and Marts Memorial violated Section II.2.G. on page 13 of the Settlement Agreement that states "Marts Memorial and Marts 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 and all embalming and/or refrigeration statutes and regulations" as set forth in paragraphs 1 through 60 above.

75. Marts and Marts Memorial violated Section II.2.H. on page 14, of the Settlement Agreement that states: "Marts and Marts Memorial shall refrigerate, embalm or place in a hermetically sealed casket all human remains within 24 hours following death" as set forth in paragraphs 1 through 60 above.

Probation Order Violations

76. In the following ways, Marts Memorial violated Section III.A on page 11 of the Probation Order, that states one of the terms and conditions of probation:

> During the Disciplinary period, Marts Memorial shall comply with all applicable provisions of Chapter 333 and §§436.400 – 436.525. RSMo, as amended, all applicable Board regulations and all applicable federal and state laws. "State" includes the state of Missouri, all other states and territories of the United States, and the ordinances of their political subdivisions.

a. Marts Memorial violated Section 333.145, RSMo, and 20 CSR 2120-2.080 by failing to prepare a compliant written statement of goods and services for the services provided for S.C.

b. Marts Memorial violated 20 CSR 2120-2.070(27) by failing to maintain a register log in the establishment as reflected in the August 2010 Investigation.

c. The conduct of Marts Memorial gives cause for additional discipline pursuant to Sections 333.330.2 (4), (5), (6), and (14), RSMo as set forth in paragraphs 1 through 60 above.

77. Cause exists to impose further discipline on the funeral director license of Marts and the funeral establishment and preneed provider licenses of Marts Memorial as set forth in paragraphs 1 through 60 above.

Decision and Order

It is the decision of the State Board of Embalmers and Funeral Directors that Ronald Marts and Martron, LLC d/b/a Marts Memorial Services have violated the terms of the May 28, 2009 "Settlement Agreement Between State Board of Embalmers and Funeral Directors and Ronald Marts and Martron, LLC" and the July 20, 2010 "Order of the State Board of Embalmers and Funeral Directors Issuing a Probationary Preneed Provider License to Martron, LLC dba Marts Memorial Services" and that Marts' and Marts Memorial's funeral establishment license, funeral director license and preneed provider licenses are, therefore, subject to further disciplinary action.

The State Board of Embalmers and Funeral Directors orders that the funeral establishment license (license number 2002000826), funeral director license (license number 004036) and preneed provider license (license number 2010024768) of Ronald Marts and Marts Memorial are hereby **REVOKED, effective December 31, 2010.**

Effective December 31, 2010, Marts and Marts Memorial shall no longer engage in the practice of funeral directing and shall make arrangements with a licensed funeral director and funeral establishment to take necessary steps to transfer any dead human remains to a licensed funeral establishment. Marts and Marts Memorial shall not hold himself or his business out to the public as licensed.

Respondents shall immediately return all indicia of licensure to the State Board of Embalmers and Funeral Directors.

The Committee will maintain this Order as an open and public record of the Committee as provided in Chapters 333, 436, 610, and 324, RSMo.

Entered this 21st day of December, 2010.

Missouri State Board of Embalmers and Funeral Directors

Sandy Sebastian

Sandy Sebastian, Executive Director