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STATE BOARD OFFICE

SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS AND SHANE MOORE

(Funeral Director License)

The State Board of Embalmers and Funeral Directors (the "Board") and Shane Moore ("Licensee" or "Moore") enter into this "Settlement Agreement Between State Board of Embalmers and Funeral Directors and Shane Moore" (the "Settlement Agreement") to resolve the question of whether Moore's funeral director license should be subject to discipline and, if so, to agree on the appropriate level of discipline to impose on this license.

Pursuant to the terms of Section 536.060 RSMo[1], the parties hereto waive the right to a hearing by the Administrative Hearing Commission and the right to a disciplinary hearing before the Board per Section 621.110, RSMo, and stipulate and agree to final disposition of this matter by this Settlement Agreement.

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

[1] All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated. Provisions to portions of Chapter 436, RSMo, that were repealed in 2009 are designated also as "Old Law."

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 and that he has been advised of its right to consult with private legal counsel, at his expense, to assist him with this matter. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license is subject to disciplinary action by the Board in accordance with the provisions of Chapters 324, 333 and 621, RSMo.

Relevant Statutes and Regulations

1. Section 333.315, RSMo, requires a provider license and states, in relevant part:

> 1. 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.
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> 3. Each preneed provider shall apply to renew his or her license on or before October thirty-first of each year or a date established by the division of professional registration pursuant to section 324.001. A license which has not been renewed prior to the renewal date shall expire. Applicants for renewal shall:
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> (1) File an application for renewal on a form established by the board by rule;
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> (2) Pay a renewal fee in an amount established by the board by rule, however no renewal fee shall be required for any funeral establishment whose Missouri license is current and active;

(3) Be authorized and registered with the Missouri secretary of state to conduct business in Missouri;

(4) File an annual report with the state board which shall contain:

(a) The name and address of a custodian of records responsible for maintaining the books and records of the provider relating to preneed contracts;

(b) The business name or names used by the provider and all addresses from which it engages in the practice of its business;

(c) The name and address of each seller with whom it has entered into a written agreement since last filing an annual report with the board authorizing the seller to designate or obligate the licensee as the provider in a preneed contract; and

(d) Any information required by any other applicable statute or regulation enacted pursuant to state or federal law.

4. A license which has not been renewed as provided by this section shall expire. A licensee who fails to apply for renewal may apply for reinstatement within two years of the renewal date by satisfying the requirements of subsection 3 of this section and paying a delinquent fee as established by the board by rule.

2. Section 333.320, RSMo, requires a seller license and states, in relevant part:

1. No person shall sell, perform, or agree to perform the seller's obligations under, or be designated as the seller of, any preneed contract unless, at the time of the sale, performance, agreement, or designation, such person is licensed by the board as a seller and authorized and registered with the Missouri secretary of state to conduct business in Missouri.

* * *

3. Each seller shall apply to renew his or her license on or before October thirty-first of each year or a date established by the division of professional registration pursuant to section 324.001. A license which has not been renewed prior to the renewal date shall expire. Applicants for renewal shall:

(1) File an application for renewal on a form established by the board by rule;

(2) Pay a renewal fee in an amount established by the board by rule; and

(3) File annually with the board a signed and notarized annual report as required by section 436.460.

4. Any license which has not been renewed as provided by this section shall expire. A licensee who fails to apply for renewal within two years of the renewal date may apply for reinstatement by satisfying the requirements of subsection 3 of this section and paying a delinquent fee as established by the board by rule.

3. Each licensed seller is to designate a manager in charge pursuant to 20 CSR 2120-3.200 that states, in relevant part:

(1) Except as otherwise provided in sections 436.400 to 436.520, RSMo, and any rules validly promulgated pursuant to those sections -- . . .

(C) All sellers shall designate an individual to serve as manager in charge of the seller's business. This individual shall either reside or work within the state of Missouri. The seller shall designate the manager in charge in its initial application for licensure. If the manager in charge changes, the seller shall provide written notice to the board within thirty (30) days of the change.

4. Each licensed funeral establishment is required to be under the management and supervision of a funeral director in charge as required by Section 333.061, RSMo, that states, in relevant portion:

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;

5. Regulation 20 CSR 2120-1.040(14) defines a "funeral director –in- charge as :

(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.

6. Regulation 20 CSR 2120-2.070 clarifies the requirement for each funeral establishment to register its funeral director-in-charge with the Board and states:

> (7) A funeral establishment application shall indicate the name and license number of the Missouri licensed funeral director-in-charge, as defined by 20 CSR 2120-1.040. When the Missouri licensed funeral director-in-charge changes for a period of more than thirty (30) days, the new Missouri licensed funeral director-in-charge and the former Missouri licensed funeral director-in-charge, jointly or individually, shall notify the board of the change within thirty (30) days of the date when the change first occurs. Failure to notify the board shall be considered a violation of this rule on the part of each Missouri funeral director licensee and on the part of the Missouri licensed funeral establishment. A change in the Missouri licensed funeral director-in-charge does not require a new Missouri licensed funeral establishment license.

7. Section 333.330.2, RSMo, authorizes discipline against funeral director licenses 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:
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> * * *
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> (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;
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> * * *
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> (14) Violation of any professional trust or confidence;
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> (19) Violation of any of the provisions of chapter 193, 194, 407, or 436;

8. Section 436.460, RSMo, requires each seller to file an annual report with the Board and states:

1. Each seller shall file an annual report with the board which shall contain the following information:

(1) The contract number of each preneed* contract sold since the filing of the last report with an indication of, and whether it is funded by a trust, insurance or joint account;

(2) The total number and total face value of preneed contracts sold since the filing of the last report;

(3) The contract amount of each preneed contract sold since the filing of the last report, identified by contract;

(4) The name, address, and license number of all preneed agents authorized to sell preneed contracts on behalf of the seller;

(5) The date the report is submitted and the date of the last report;

(6) The list including the name, address, contract number and whether it is funded by a trust, insurance or joint account of all Missouri preneed contracts fulfilled, cancelled or transferred by the seller during the preceding calendar year;

(7) The name and address of each provider with whom it is under contract;

(8) The name and address of the person designated by the seller as custodian of the seller's books and records relating to the sale of preneed contracts;

(9) Written consent authorizing the board to order an investigation, examination and, if necessary, an audit of any joint or trust account established under sections 436.400 to 436.520, designated by depository or account number;

(10) Written consent authorizing the board to order an investigation, examination and if necessary an audit of its books and records relating to the sale of preneed contracts; and

(11) Certification under oath that the report is complete and correct attested to by an officer of the seller. The seller or officer shall be subject to the penalty of making a false affidavit or declaration.

2. A seller that sells or has sold trust-funded preneed contracts shall also include in the annual report required by subsection 1** of this section:

(1) The name and address of the financial institution in which it maintains a preneed trust account and the account numbers of such trust accounts;

(2) The trust fund balance as reported in the previous year's report;

(3) The current face value of the trust fund;

(4) Principal contributions received by the trustee since the previous report;

(5) Total trust earnings and total distributions to the seller since the previous report;

(6) Authorization of the board to request from the trustee a copy of any trust statement, as part of an investigation, examination or audit of the preneed seller;

(7) Total expenses, excluding distributions to the seller, since the previous report; and

(8) Certification under oath that the information required by subdivisions (1) to (7) of this subsection is complete and correct and attested to by a corporate officer of the trustee. The trustee shall be subject to the penalty of making a false affidavit or declaration.

3. A seller that sells or who has sold joint account-funded preneed contracts shall also include in the annual report required by subsection 1 of this section:

(1) The name and address of the financial institution in Missouri in which it maintains the joint account and the account numbers for each joint account;

(2) The amount on deposit in each joint account;

(3) The joint account balance as reported in the previous year's report;

(4) Principal contributions placed into each joint account since the filing of the previous report;

(5) Total earnings since the previous report;

(6) Total distributions to the seller from each joint account since the previous report;

(7) Total expenses deducted from the joint account, excluding distributions to the seller, since the previous report; and

(8) Certification under oath that the information required by subdivisions (1) to (7) of this subsection is complete and correct and attested to by an authorized representative of the financial institution. The affiant shall be subject to the penalty of making a false affidavit or declaration.

4. A seller that sells or who has sold any insurance-funded preneed contracts shall also include in the annual report required by subsection 1 of this section:

(1) The name and address of each insurance company issuing insurance to fund a preneed contract sold by the seller during the preceding year;

(2) The status and total face value of each policy;

(3) The amount of funds the seller directly received on each contract and the date the amount was forwarded to any insurance company; and

(4) Certification under oath that the information required by subsections 1 to 3 of this section is complete and correct attested to by an authorized representative of the insurer. The affiant shall be subject to the penalty of making a false affidavit or declaration.

5. Each seller shall remit an annual reporting fee in an amount established by the board by rule for each preneed contract sold in the year since the date the seller filed its last annual report with the board. This reporting fee shall be paid annually and may be collected from the purchaser of the preneed contract as an additional charge or remitted to the board from the funds of the seller. The reporting fee shall be in addition to any other fees authorized under sections 436.400 to 436.520.

6. All reports required by this section shall be filed by the thirty-first day of October of each year or by the date established by the board by rule. Annual reports filed after the date provided herein shall be subject to a late fee in an amount established by rule of the board.

7. If a seller fails to file the annual report on or before its due date, his or her preneed seller license shall automatically be suspended until such time as the annual report is filed and all applicable fees have been paid.

8. This section shall apply to contracts entered into before August 28, 2009.

9. Section 436.490, RSMo, sets forth the procedure to terminate a provider license and states:

> 1. A provider that intends to sell or otherwise dispose of all or a majority of its business assets, or its stock if a corporation, shall notify the board at least sixty days prior to selling or otherwise disposing of its business assets or stock, or ceasing to do business as a provider, and shall file a notification report on a form established by the board.
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> 2. The report required by this section shall include:
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> (1) The name, phone number, and address of the purchasers of any outstanding preneed contract for which the licensee is the designated provider;
>
> (2) The name and license numbers of all sellers authorized to designate the licensee as a provider in a preneed contract;
>
> (3) The name, address, and license number of the provider assuming or agreeing to assume the licensee's obligations as a provider under a preneed contract, if any;
>
> (4) The name, address, and phone number of a custodian who will maintain the books and records of the provider containing information about preneed contracts in which the licensee is or was formerly designated as provider;
>
> (5) A final annual report containing the information required by section 436.460;
>
> (6) The date the provider intends to sell or otherwise dispose of its business assets or stock, or cease doing business; and (7) Any other information required by any other applicable statute or regulation enacted pursuant to state or federal law.
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> 3. Within three days after the provider sells or disposes of its assets or stock or ceases doing business, the former provider shall notify each seller in writing that the former provider has sold or disposed of its assets or stock or has ceased doing business.

10. Section 436.500, RSMo, sets forth the procedure to terminate a seller license and states:

> 1. A seller that intends to sell or otherwise dispose of all or a majority of its business assets or its stock shall notify the board at least sixty days prior to selling or otherwise disposing of its assets or stock, or ceasing to do business as a seller, and shall file a notification report on a form established by the board.
>
> 2. The report required by this section shall include:
>
> (1) A notarized and signed statement from the person assuming or agreeing to assume the obligations of the seller indicating that the assuming seller has been provided with a copy of the seller's final annual report and has consented to assuming the outstanding obligations of the seller;
>
> (2) In lieu of the notarized statement required by subdivision (1) of this subsection, the seller may file a plan detailing how the assets of the seller will be set aside and used to service all outstanding preneed contracts sold by the seller; and
>
> (3) Any other information required by any other applicable statute or regulation enacted pursuant to state or federal law.
>
> 3. Within thirty days after assuming the obligations of a seller under this section, the assuming seller shall:
>
> (1) Notify each provider in writing that the former seller has sold or disposed of its assets or stock or has ceased doing business; and
>
> (2) Provide written notification to the purchasers of each preneed contract assumed by the seller indicating that the former seller has transferred ownership or has ceased doing business.
>
> 4. Nothing in this section shall be construed to require the board to audit, inspect, investigate, examine, or edit the books and records of a seller subject to the provisions of this section nor shall this section be construed to amend, rescind, or supersede any duty imposed on, or due diligence required of, an entity assuming the obligations of the seller.

5. The office of the attorney general shall have the authority to initiate legal action to compel or otherwise ensure compliance with this section by a former provider licensee.

11. Section 436.470, RSMo, allows for consumers to file complaints against any seller or provider and requires the Board to investigate all such complaints and for sellers and providers to cooperate with all such investigations, and states as follows, in relevant part:

1. Any person may file a complaint with the board to notify the board of an alleged violation of this chapter. The board shall investigate each such complaint.

2. The board shall have authority to conduct inspections and investigations of providers, sellers, and preneed agents and conduct financial examinations of the books and records of providers, sellers, and preneed agents and any trust or joint account to determine compliance with sections 436.400 to 436.520, or to determine whether grounds exist for disciplining a person licensed or registered under sections 333.310 to 333.340, at the discretion of the board and with or without cause. The board shall conduct a financial examination of the books and records of each seller as authorized by this section at least once every five years, subject to available funding.

* * *

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.

Joint Stipulation of Facts and Conclusions of Law

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

Parties and Licenses

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

13. Shane Moore is an individual who has registered his address with the Board at 1208 Garrison, Carthage, Missouri 63836.

14. Ulmer Funeral Home, LLC ("Ulmer Funeral") is a Missouri limited liability company and has registered its address with the Board at 1208 S. Garrison, Carthage, Missouri 64636.

15. Ulmer Funeral holds funeral establishment license number 2004002155. This license is and has been current and active at all times relevant to this Settlement Agreement, except as specifically noted in this Settlement Agreement.

16. Ulmer Funeral has registered Shane Moore ("Moore") as its funeral director in charge.

17. Ulmer Funeral holds seller license number 2009039146 that was current and active until it lapsed on October 31, 2012 and was not renewed until March 7, 2014.

18. Prior to holding this seller license, as of January 28, 2004, Ulmer Funeral held a seller registration # 2004002157 under the provisions of Section 436.021, RSMo, (2000), (Old Law) until the statute's repeal on August 28, 2009.

19. Ulmer Funeral registered Shane Moore as its manager in charge for its seller license.

20. Ulmer Funeral holds provider license number 2009039147 that was current and active until it lapsed on October 31, 2012 and was not renewed until March 7, 2014.

Conduct Giving Cause for Discipline

Unlicensed Practice as a Seller and a Provider

21. Ulmer Funeral signed its "2012 Renewal Notice/Annual Report Preneed Provider" (the "Provider Renewal") on October 26, 2012 and submitted it to the Board. The Board received the Provider Renewal on October 31, 2012.

22. Ulmer Funeral signed its "2012 Renewal License and Annual Report Preneed Seller" (the "Seller Renewal") on October 26, 2012 and submitted it to the Board. The Board received the Seller Renewal on October 31, 2012.

23. On October 31, 2012, the Board sent a fax to Ulmer Funeral marked "URGENT" and noted the deficiencies in both the Seller Renewal and the Provider Renewal and advised that neither license could be renewed until the deficiencies were corrected.

24. The Board sent additional faxes to Ulmer Funeral Home marked URGENT on 12/5, 12/27/12 and 1/24/13 advising Ulmer Funeral to resolve the deficiencies in the Seller Renewal and the Provider Renewals.

25. On February 22, 2013, the Board sent a letter addressed to Shane Moore at Ulmer Funeral requesting his appearance before the Board to discuss a consumer complaint and to discuss the status of Ulmer Funeral's lapsed seller and provider licenses. The Board requested an appearance before the Board on March 19, 2013 at 3:00 p.m. in Jefferson City, Missouri.

26. On March 5 and on March 6, 2013, Ulmer Funeral provided additional information to the Board to address the Board's noted deficiencies in the Seller Renewal and in the Provider Renewal.

27. On March 6, 2013, Moore called the Board office to discuss the pending issues and the request for his appearance before the Board on March 19, 2013.

28. Ulmer Funeral failed to correct the deficiencies in the Provider Renewal and the Seller Renewal.

29. Ulmer Funeral faxed a letter to the Board on March 18, 2013 indicating that they would be unable to attend the March 19, 2013 Board meeting.

30. Ulmer Funeral did not attend the March 19, 2013 Board meeting.

31. By letter dated April 11, 2013, the Board notified Ulmer Funeral that its seller license was suspended, per Section 436.460.7, RSMo, due to failure to file its annual report as required by Section 333.320.2, RSMo.

32. On March 7, 2014, the Board received the "Reinstatement" requests from Ulmer Funeral for reinstatement of both its provider and seller license.

33. On March 7, 2014, the Board reinstated seller license number 2009039146.

34. On March 7, 2014, the Board reinstated provider license number 2009039147.

35. Ulmer Funeral engaged in the practice of a seller while its license was suspended.

36. Ulmer Funeral engaged in the practice of a provider while its license was expired.

37. During the time Ulmer Funeral held no seller or provide license, Ulmer Funeral fulfilled at least 37 preneed contracts as a provider and as a seller.

Cause to Discipline

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

39. Ulmer Funeral practiced as a provider and held out to the public that it was so licensed during a period when it held no valid license to do so.

40. When requested to meet with the Board to discuss a pending complaint and why its seller and provider licenses had not been renewed, Ulmer Funeral declined to do so.

41. As funeral director in charge of the funeral establishment and as manager in charge of the seller, Moore is responsible for the conduct of Ulmer Funeral as stated in this Settlement Agreement.

42. The actions taken by Ulmer Funeral as stated in this Settlement Agreement occurred by Shane Moore acting on behalf of Ulmer Funeral.

43. The Board has cause to discipline Shane Moore's funeral director license pursuant to Section 333.330.2 (6), (14), and (19), RSMo.

Jointly 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:

44. Licensee's license to practice as a funeral director is placed on **PROBATION** for a period of **ONE YEAR** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as a funeral director, subject to compliance with this Settlement Agreement.

Terms and Conditions of the Disciplinary Period

45. Licensee shall comply with the following terms and conditions during the Disciplinary Period:

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

b. 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;

c. 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. These compliance reports shall contain all other information required by this Settlement Agreement and shall be filed on forms supplied by the Board, if Licensee fails to receive the form from the Board, Licensee shall have the duty to contact the Board to request the form. Licensee shall complete each compliance report truthfully, completely and accurately.

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

e. 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;

f. 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;

g. 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;

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

i. Licensee shall not serve as the supervisor of any funeral director apprentice without the express written consent of the Board. If Licensee seeks to supervise an apprentice, Licensee shall submit a written request to the Board that includes the name and address of the potential apprentice and a description of Licensee's ability to properly supervise an apprentice. No such apprenticeship shall commence until the Board has given its consent for Licensee to supervise the apprentice.

46. 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.

47. Upon the expiration of the Disciplinary Period and successful completion of the probation, Licensee's license shall be fully restored if all other requirements of the law have been 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 impose additional probation, suspend, revoke, or otherwise lawfully discipline Licensee's license.

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

49. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the 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).

50. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Board may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation of the terms and conditions of probation occurred and, if so, may impose further discipline on the license of Licensee. The Board has continuing jurisdiction to hold a hearing determine if a violation of the terms and conditions of probation occurred.

51. Licensee, together with his heirs and assigns and its attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to 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.

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

53. 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(s). If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit his request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

54. 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.

55. 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.

LICENSEE

By: Shane Moore

BOARD

Sandy Sebastian
Executive Director
State Board of Embalmers and Funeral Directors

Dated: 10-20-2015

Dated: 2-10-16

Approved:

10/27/15

Sharon K. Euler # 42950
Division of Professional Registration
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COUNSEL FOR LICENSEE

COUNSEL FOR THE BOARD

EFFECTIVE DATE
2-25-16
STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS