

**SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF  
EMBALMERS AND FUNERAL DIRECTORS AND CHARLES R. SHELDON**

Come now Charles R. Sheldon (“Sheldon”) and the State Board of Embalmers and Funeral Directors ("the Board") enter into this Settlement Agreement ("Agreement") for the purpose of resolving the question of whether Sheldon’s funeral director license will be subject to discipline. Pursuant to § 536.060, RSMo<sup>1</sup>, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri, and additionally, the parties hereto waive the right to a disciplinary hearing before the Board under § 621.110, RSMo. Sheldon and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

Sheldon acknowledges that he understands the various rights and privileges afforded 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 present evidence on his own behalf at the hearing; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a decision based upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; the right to a claim for attorney’s 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 him by law, Sheldon knowingly and voluntarily waives

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<sup>1</sup>All statutory references are to RSMo 2000, as amended, unless otherwise noted.

each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as those terms pertain to him.

Sheldon acknowledges that he may, at the time this Agreement is signed by all parties or within 15 days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Sheldon's funeral director license.

For the purpose of settling this dispute, Sheldon stipulates that the factual stipulations contained in this Agreement are true and stipulates with the Board that Sheldon's funeral director license, No. 003018, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621, RSMo, and Chapter 333, RSMo.

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

Based upon the foregoing, the Board and Sheldon stipulate to the following:

**I.**

**JOINT STIPULATIONS OF FACT & CONCLUSIONS OF LAW**

1. The State Board of Embalmers and Funeral Directors ("the Board") is an agency of the state of Missouri created and existing pursuant to § 333.111, RSMo, for the purpose of licensing embalmers and funeral directors and of executing and enforcing the provisions of Chapter 333, RSMo.

2. Sheldon-Goodrich Funeral Home holds a Missouri funeral establishment license, No. 001864, and Sheldon-Goodrich Funeral Home is both a Function A and a Function C Funeral Establishment.

3. Sheldon Funeral Home holds a Missouri funeral establishment license, No. 002618, and Sheldon Funeral Home is both a Function A and a Function C Funeral Establishment.

4. Sheldon holds a Missouri funeral director's license, No. 003018.

5. Both Funeral Homes' and Sheldon's licenses are, and were at all relevant times herein, active and valid.

6. Sheldon is, and was at all relevant times herein, the designated funeral director in charge of both Sheldon-Goodrich Funeral Home and Sheldon Funeral Home ("Funeral Homes").

7. As funeral director in charge of Funeral Homes, Sheldon is responsible for ensuring that Funeral Homes are operated in compliance with all applicable statutes and regulations.

8. Sheldon's Missouri funeral director license and Sheldon Funeral Home's establishment license are jointly culpable for the conduct and violations revealed by the Board's inspections dated April 20, 2004, January 12, 2005, and February 10, 2006.

9. Sheldon's Missouri funeral director license and Sheldon-Goodrich Funeral Home's establishment license are jointly culpable for the conduct and violations revealed by the Board's inspections dated April 21, 2004, April 12, 2005, and February 10, 2006.

10. The Board conducted an inspection at Sheldon Funeral Home on or about April 20, 2004 ("April 20, 2004 Inspection").

11. The Board conducted an inspection at Sheldon-Goodrich Funeral Home on or about April 21, 2004 ("April 21, 2004 Inspection").

12. The Board conducted an inspection at Sheldon Funeral Home on or about January 12, 2005 ("January 12, 2005 Inspection").

13. The Board conducted an inspection at Sheldon-Goodrich Funeral Home on or about April 12, 2005 ("April 12, 2005 Inspection").

14. The Board conducted an inspection at Sheldon Funeral Home on or about February 10, 2006.

15. The Board conducted an inspection at Sheldon-Goodrich Funeral Home on or about February 10, 2006.

16. The April 20, 2004 Inspection revealed that Sheldon Funeral Home performed services for the following without a written Statement of Funeral Goods and Services:

1. Hazel Koger; and
2. Bonnie Cochran.

17. The April 20, 2004 Inspection revealed that the file with Statements for Goods and Services for 2003 contained numerous statements of charges that did not include the client's signature.

18. The April 21, 2004 Inspection revealed an Authorization for Cremation without a written Statement of Funeral Goods and Services included for the following:

1. Thomas Glen Russell, authorization of cremation, dated April 4, 2004; and
2. Jon Allen Tatum, authorization of cremation, dated March 31, 2004.

19. The April 21, 2004 Inspection revealed services performed without a written Statement of Funeral Goods and Services included for Gilbert Higgins, Missouri Military Funeral Honors Request, dated March 18, 2004.

20. The April 21, 2004 Inspection revealed two Statements of Funeral Goods and Services that did not include the purchaser's and/or funeral director's signature:

1. Mitchellene Rosicka, date of death February 25, 2004, which does not contain the signature of the funeral director or the purchaser; and
2. Shirley Chambers, date of death April 10, 2004, which does not contain the signature of the purchaser.

21. The April 21, 2004 Inspection revealed that the embalming log does not contain the signature or license number for the embalming of nine bodies.

22. The January 12, 2005 Inspection revealed that Sheldon Funeral Home did not have a Statement of Funeral Goods and Services for the following:

1. Hannah Ray Coleman-Bourland, date of death December 13, 2004;
2. Keith Jerome McMannis, date of death December 6, 2004;
3. Earl Virgil Wood, date of death November 20, 2004;
4. David Lane Carter, date of death October 21, 2004; and
5. Ronald Dan Campbell, date of death May 13, 2004.

23. The January 12, 2005 Inspection revealed that Sheldon Funeral Home did not have an Authorization to Embalm for the following:

1. Hannah Ray Coleman-Bourland, date of death December 13, 2004;
2. Keith Jerome McMannis, date of death December 6, 2004; and
3. Earl Virgil Wood, date of death November 20, 2004.

24. The January 12, 2005 Inspection revealed that Sheldon Funeral Home did not have an Authorization to Cremate for the following:

1. David Lane Carter, date of death October 21, 2004; and
  2. Ronald Dan Campbell, date of death May 13, 2004.
25. The January 12, 2005 Inspection revealed that expired licenses of Terry Heuser, funeral director license No. 006227, and Timothy Stacy, embalmer license No. 007095 were posted at Sheldon Funeral Home.
26. The January 12, 2005 Inspection revealed Sheldon Funeral Home had no separate merchandise price list.
27. The January 12, 2005 Inspection also revealed that Sheldon Funeral Home's preparation room does not contain a lock on the door.
28. The April 12, 2005 Inspection revealed three Statements of Funeral Goods and Services that did not include the purchaser's and/or funeral director's signature:
1. Richard Sunderwieth, date of death March 18, 2005;
  2. Janice Maggard, date of death March 22, 2005; and
  3. Jack Wood, date of death March 24, 2005.
29. The April 12, 2005 Inspection revealed three caskets in the showroom that did not exhibit a price.
30. The April 12, 2005 Inspection revealed that no general price list could be located upon request.
31. The April 12, 2005 Inspection revealed the container for dirty laundry in the preparation room was not covered and did not have a lid.
32. The April 12, 2005 Inspection further revealed tile in the foyer of Sheldon-Goodrich Funeral Home had a piece missing.

33. The April 12, 2005 Inspection also revealed that Sheldon-Goodrich Funeral Home could not locate the at-need statement for Delouris Matthews, but the pre-need statement was filed with the current at-need statements.

34. The February 10, 2006 Inspection of Sheldon Funeral Home revealed that Sheldon Funeral Home failed to display the Funeral Director license of Deborah Sheldon.

35. The February 10, 2006 Inspection of Sheldon Funeral Home revealed that Sheldon Funeral Home failed to maintain documentation of authorizations to embalm or cremate.

36. The February 10, 2006 Inspection of Sheldon Funeral Home revealed that Sheldon Funeral Home failed to maintain on the premises pre-need contracts which have been cancelled or fulfilled.

37. The February 10, 2006 Inspection of Sheldon-Goodrich Funeral Home revealed that Sheldon-Goodrich Funeral Home failed to clearly display merchandise prices.

38. A Sheldon Funeral Home representative signed inspection reports for the inspections dated April 20, 2004, January 12, 2005, and February 10, 2006.

39. A Sheldon-Goodrich Funeral Home representative signed inspection reports for the inspections dated April 21, 2004, April 12, 2005, and February 10, 2006.

40. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 333.121.2, RSMo.

41. Section 333.121.2, RSMo, authorizes the Board to file a complaint with the Administrative Hearing Commission and states, in part:

....

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:

....

(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 to this chapter;

....

(12) Failure to display a valid certificate or license if so required by this chapter or any rule promulgated hereunder;

(13) Violation of any professional trust or confidence.

42. Section 333.145, RSMo, requires written and signed statements of charges and states, in relevant part:

....

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.

43. 4 CSR 120-2.080 (1998), relating to written statements of charges, provides, in part:

1. Every funeral director in charge of arranging for any funeral service, 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 services selected.

2. The written statement of charges shall be completed and given to the person(s) making such arrangements at the time such arrangements are completed but prior to the time of rendering the service or providing the merchandise and it shall contain, at a minimum, the following information:

(A) The name and address of the funeral establishment in charge of the arrangements, or the name and address of the funeral establishment in charge of providing the merchandise selected, including the name and signature of the funeral director in charge of the arrangements or providing the merchandise;

(B) The name, address and signature  
of the purchaser;

....

3. Violations of this rule will be deemed misconduct in the practice  
of funeral directing.

44. 4 CSR 120-2.080 (2004), relating to written statements of charges, provides, in part:

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 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, address and signature  
of the person making the at-need  
arrangements.

....

3. A pre-need contract 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.

45. 4 CSR 120-2.070 mandates documents to be maintained by licensed funeral homes, stating in relevant part:

....

(22) Each Missouri licensed funeral establishment shall maintain documentation of... authorization to embalm[;]

(23) Each Function C funeral establishment shall maintain on the premises the following documents:

....

(B) Pre-need contracts which have been cancelled or fulfilled[.]

....

(D) Authorizations to embalm or cremate.

46. The failure of Sheldon and Sheldon Funeral Home to display the Funeral Director license of Deborah Sheldon as revealed by the February 10, 2006 Inspection of Sheldon Funeral Home provides grounds to discipline pursuant to the following provisions:

1. Section 333.121.2(12), RSMo;
2. Section 333.121.2(4), RSMo;
3. Section 333.121.2(5), RSMo; and
4. Section 333.121.2(13), RSMo.

47. By failing to maintain documentation of authorizations to embalm, as revealed by the February 10, 2006 Inspection of Sheldon Funeral Home, Sheldon violated 4 CSR 120-2.070(22), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

48. By failing to maintain documentation of authorizations to embalm, as revealed by the February 10, 2006 Inspection of Sheldon Funeral Home, further grounds exist to discipline pursuant to the following provisions:

5. Section 333.121.2(5), RSMo; and
6. Section 333.121.2(13), RSMo.

49. By failing to maintain on the premises pre-need contracts which have been cancelled or fulfilled, as revealed by the February 10, 2006 Inspection of Sheldon Funeral Home, Sheldon violated 4 CSR 120-2.070(23)(B), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

50. By failing to maintain on the premises pre-need contracts which have been cancelled or fulfilled, as revealed by the February 10, 2006 Inspection of Sheldon Funeral Home, further grounds exist to discipline pursuant to the following provisions:

7. Section 333.121.2(5), RSMo; and
8. Section 333.121.2(13), RSMo.

51. The failure of Sheldon to provide written statements of charges for funeral goods and services to clients for services rendered on five separate instances, as revealed by the April 20, 2004 and April 21, 2004 Inspections, constitutes five separate violations of 4 CSR 120-2.080(1)-(2) (1998). This violation serves as grounds for discipline pursuant to 4 CSR 120-2.080(3), as well as Section 333.121.2(6), RSMo.

52. The failure of Sheldon to provide written statements of charges for funeral goods and services to clients for services rendered on five separate instances, as revealed by the January 12, 2005 Inspection, constitutes five separate violations of 4 CSR 120-2.080(1)-(2) (2004). Each violation serves as grounds for discipline pursuant to 4 CSR 120-2.080(4), as well as Section 333.121.2(6), RSMo.

53. The failure of Sheldon to provide or ensure Funeral Homes provide written statements of charges for funeral goods and services to clients for services rendered on ten separate instances constitutes ten separate violations of Section 333.145.1, RSMo, providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

54. The failure of Sheldon to provide written statements of charges for funeral goods and services to clients for services rendered on ten separate instances demonstrates incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions and duties of a funeral director, constituting ten independent grounds for discipline pursuant to Section 333.121.2(5), RSMo.

55. The failure of Sheldon to provide written statements of charges for funeral goods and services to clients for services rendered on ten instances demonstrates ten separate violations of a professional trust and confidence of a funeral director, constituting nine independent grounds for discipline pursuant to Section 333.121.2(13), RSMo.

56. By failing to have an at-need statement for Delouris Matthews and attempting to use her pre-need contract as the written statement to satisfy Missouri statutes and their applicable regulations, Sheldon violated 4 CSR 120-2.080(3) (2004), giving cause for discipline pursuant to 4 CSR 120-2.080(4) (2004), and Section 333.121.2(6), RSMo.

57. By failing to have an at-need statement for Delouris Matthews and attempting to use her pre-need contract as the written statement to satisfy Missouri statutes and their applicable regulations as revealed by the April 12, 2005 inspection, Sheldon failed to have a valid written statement, pursuant to 4 CSR 120-2.080(3)(2004). This constitutes a violation of Section 333.145.1, RSMo, giving cause for discipline pursuant to Section 333.121.2(6), RSMo.

58. By failing to have an at-need statement for Delouris Matthews and attempting to use her pre-need contract as the written statement to satisfy Missouri statutes and their applicable regulations as revealed by the April 12, 2005 inspection, Sheldon failed to have a valid written statement, pursuant to 4 CSR 120-2.080(3) (2004). This constitutes a violation of 4 CSR 120-2.080(1)-(2) (2004), giving cause for discipline pursuant to 4 CSR 120-2.080(4), and Section 333.121.2(6), RSMo.

59. By failing to have an at-need statement for Delouris Matthews and attempting to use her pre-need contract as the written statement to satisfy Missouri statutes and their applicable regulations as revealed by the April 12, 2005 inspection, Sheldon failed to have a valid written statement, pursuant to 4 CSR 120-2.080(3) (2004). By failing to have a valid written statement, Sheldon demonstrated incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions and duties of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(5), RSMo.

60. By failing to have an at-need statement for Delouris Matthews and attempting to use her pre-need contract as the written statement to satisfy Missouri statutes and their applicable regulations as revealed by the April 12, 2005 inspection, Sheldon failed to have a valid written statement, pursuant to 4 CSR 120-2.080(3) (2004). By failing to have a valid written statement,

Sheldon violated a professional trust and confidence of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(13), RSMo.

61. The failure to have Authorizations to Embalm and Authorizations to Cremate in five instances as revealed by the January 12, 2005 Inspection shows that Sheldon did not maintain on the premises Authorizations to Embalm or Cremate, violating 4 CSR 120-2.070(23)(D), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

62. The failure to have Authorizations to Embalm and Authorizations to Cremate in five instances as revealed by the January 12, 2005 Inspection indicate that Sheldon demonstrated incompetency in the performance of the functions and duties of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(5), RSMo.

63. The failure of Sheldon to produce Statements of Funeral Goods and Services with signatures of both the funeral home director and the purchaser on at least four separate instances, as revealed by the April 20, 2004 and April 21, 2004 Inspections, constitutes at least four separate violations of 4 CSR 120-2.080(1)-(2) (1998). Each violation serves as grounds for discipline pursuant to 4 CSR 120-2.080(3), as well as Section 333.121.2(6), RSMo.

64. The failure of Sheldon to produce Statements of Funeral Goods and Services with signatures of both the funeral home director and the purchaser on three separate instances, as revealed by the April 12, 2005 Inspection, constitutes three separate violations of 4 CSR 120-2.080(1)-(2) (2004). Each violation serves as grounds for discipline pursuant to 4 CSR 120-2.080(4), as well as Section 333.121.2(6), RSMo.

65. The failure of Sheldon to produce Statements of Funeral Goods and Services with signatures of both the funeral home director and the purchaser on at least seven separate instances as revealed by the April 20, 2004, April 21, 2004 and January 12, 2005 inspections, constitutes seven separate violations of Section 333.145.1, RSMo, each violation providing grounds for discipline pursuant to Section 333.121.2(6), RSMo.

66. The failure of Sheldon to produce Statements of Funeral Goods and Services with signatures of both the funeral home director and the purchaser on at least seven separate instances demonstrates incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions and duties of a funeral director, constituting at least seven independent grounds for discipline pursuant to Section 333.121.2(5), RSMo.

67. The failure of Sheldon to produce Statements of Funeral Goods and Services with signatures of both the funeral home director and the purchaser on at least seven separate instances demonstrates at least seven separate violations of a professional trust and confidence of a funeral director, each violation providing grounds for discipline pursuant to Section 333.121.2(13), RSMo.

68. Section 333.061, RSMo, provides requirements for funeral establishments, and provides grounds for discipline of a funeral establishment license, stating in relevant part:

....

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

....

(4) Each funeral establishment shall have available in the preparation or embalming room a register book or log which shall be available at all times in full view for the board's inspector and the name of each body

embalmed, place, if other than at the establishment, the date and time that the embalming took place, the name and signature of the embalmer and the embalmer's license number shall be noted in the book.

....

5. The board may refuse to renew or may suspend or revoke any license issued under this section if it finds, after hearing, that the funeral establishment does not meet any of the requirements set forth in this section as conditions for the issuance of a license[.]

69. Section 333.145.3, RSMo, delineates requirements regarding merchandise pricing, stating in relevant part:

....

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.

70. 4 CSR 120-2.070 establishes the documents and conditions to be maintained by licensed funeral establishments, stating in relevant part:

....

(14) The interior and exterior of the Missouri licensed funeral establishment physical plant shall be kept free.... of.... conditions which present a potential or actual hazard to the health, safety or welfare of the public.

(15) The interior and exterior of the Missouri licensed funeral establishment physical plant shall be maintained in a manner that does not present a potential or actual hazard to the health, safety or welfare of the public.

....

(23) Each Function C funeral establishment shall maintain on the premises the following documents:

(A) General price list

....

(24) Each Function A funeral establishment licensed for embalming shall maintain on the premises in the preparation room an embalming log.

71. 4 CSR 120-2.090 refers to the cleanliness of preparation rooms, and states in relevant part:

....

(10) All preparation rooms and all articles stored in them must be kept and maintained in a clean and sanitary condition. All embalming...hoppers,...receptacles,... and other appliances used in embalming or other preparation of dead human bodies must be so constructed that they can be kept and maintained in a clean and sanitary condition.

....

(14) Preparation rooms shall be secured with a functional lock so as to prevent entrance by unauthorized persons.

72. By failing to clearly display merchandise prices as revealed by the February 10, 2006 Inspection of Sheldon-Goodrich Funeral Home, Sheldon violated Section 333.145.3, RSMo, providing grounds for discipline pursuant to Section 333.121.2(6), RSMo.

73. By failing to clearly display merchandise prices as revealed by the February 10, 2006 Inspection of Sheldon-Goodrich Funeral Home, further grounds exist to discipline pursuant to the following provisions:

5. Section 333.121.2(5), RSMo; and

6. Section 333.121.2(13), RSMo.

74. By failing to maintain an embalming log containing the signature or license number for the embalming of nine bodies as revealed by the April 21, 2004 Inspection, Sheldon violated Section 333.061.2(4), RSMo, and 4 CSR 120-2.070(24), on nine separate instances, providing eighteen separate grounds for discipline pursuant to Section 333.121.2(6), RSMo.

75. By failing to indicate a price on three caskets as revealed by the April 12, 2005 Inspection, Sheldon violated Section 333.145.3, RSMo, providing three separate grounds for discipline pursuant to Section 333.121.2(6), RSMo.

76. By failing to indicate a price on three caskets as revealed by the April 12, 2005 Inspection, Funeral Home demonstrated incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions and duties of a funeral home, constituting grounds for discipline pursuant to Section 333.121.2(5), RSMo.

77. By failing to indicate a price on three caskets as revealed by the April 12, 2005 Inspection, Sheldon violated a professional trust and confidence of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(13), RSMo.

78. By failing to provide a general or merchandise price list on two separate instances as revealed by the January 12, 2005 and April 12, 2005 Inspections, Sheldon twice violated 4 CSR 120-2.070(23)(A), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

79. By failing to provide a general or merchandise price list on two separate instances as revealed by the January 12, 2005 and April 12, 2005 Inspections, Sheldon demonstrated incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the

performance of the functions and duties of a funeral director, constituting two separate grounds for discipline pursuant to Section 333.121.2(5), RSMo.

80. By failing to provide a general or merchandise price list on two separate instances, as revealed by the January 12, 2005 and April 12, 2005 Inspections, Sheldon violated a professional trust and confidence of a funeral director, constituting two separate grounds for discipline pursuant to Section 333.121.2(13), RSMo.

81. By posting the expired licenses of two employees of Sheldon Funeral Home as revealed by the January 12, 2005 Inspection, Sheldon failed to display valid licenses, as required by Chapter 333, providing two separate grounds for discipline pursuant to Section 333.121.2(12), RSMo.

82. By posting the expired licenses of two employees of Sheldon Funeral Home as revealed by the January 12, 2005 Inspection, Sheldon obtained or attempted to obtain a fee, charge, or other compensation by fraud, deception and misrepresentation, providing two separate grounds for discipline pursuant to Section 333.121.2(4), RSMo.

83. By posting the expired licenses of two employees of Sheldon Funeral Home as revealed by the January 12, 2005 Inspection, Sheldon demonstrated incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions and duties of a funeral director, constituting two separate grounds for discipline pursuant to Section 333.121.2(5), RSMo.

84. By posting the expired licenses of two employees of Sheldon Funeral Home as revealed by the January 12, 2005 Inspection, Sheldon violated a professional trust and confidence

of a funeral director, constituting two separate grounds for discipline pursuant to Section 333.121.2(13), RSMo.

85. By failing to cover the container for dirty laundry in the preparation room as revealed by the April 12, 2005 Inspection, Sheldon did not maintain the preparation room in a clean and sanitary condition and created a condition which presented a potential or actual hazard to the health, safety, and welfare of the public, violating 4 CSR 120-2.090(10), 4 CSR 120-2.070(14) and (15), constituting grounds for discipline pursuant to Section 333.121.2(6), RSMo.

86. By failing to provide a lid for the container for dirty laundry in the preparation room, as revealed by the April 12, 2005 Inspection, Sheldon failed to provide embalming hoppers, receptacles or other appliances constructed so the preparation room can be maintained in a clean and sanitary condition and created a condition which presented a potential or actual hazard to the health, safety, and welfare of the public, violating 4 CSR 120-2.090(10), 4 CSR 120-2.070(14) and (15), constituting grounds for discipline pursuant to Section 333.121.2(6), RSMo.

87. By failing to cover the container for dirty laundry in the preparation room as revealed by the April 12, 2005 Inspection, Sheldon did not maintain the preparation room in a clean and sanitary condition, demonstrating incompetency, misconduct, and gross negligence in the performance of the functions or duties of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(5), RSMo.

88. By failing to provide a lid for the container for dirty laundry in the preparation room as revealed by the April 12, 2005 Inspection, Sheldon did not maintain the preparation room in a clean and sanitary condition, demonstrating incompetency, misconduct, and gross negligence in the

performance of the functions or duties of a funeral director, constituting grounds for discipline pursuant to Section 333.121.2(5), RSMo.

89. By failing to replace tile in the floor of the Sheldon-Goodrich Funeral Home foyer as revealed by the April 12, 2005 Inspection, Sheldon created a condition which presented a potential and/or actual hazard to the health, safety and/or welfare of the public, violating 4 CSR 120-2.070(14) and (15), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

90. By failing to replace tile in the floor of the Sheldon-Goodrich Funeral Home as revealed by the April 12, 2005 Inspection, Sheldon demonstrated incompetency, misconduct, and gross negligence in the performance of the functions or duties of a funeral director, constituting grounds for discipline pursuant to Sections 333.121.2(5) and 333.121.3, RSMo.

91. By failing to install a lock on the door to the preparation room at Sheldon-Goodrich Funeral Home as revealed by the April 12, 2005 Inspection, Sheldon violated 4 CSR 120-2.090(14), providing grounds to discipline pursuant to Section 333.121.2(6), RSMo.

92. By failing to install a lock on the door to the preparation room at Sheldon Funeral Home as revealed by the April 12, 2005 Inspection, Sheldon demonstrated incompetency, misconduct, and gross negligence in the performance of the functions and duties of a funeral director, constituting grounds for discipline pursuant to Sections 333.121.2(5), RSMo.

## II.

### **JOINTLY AGREED UPON DISCIPLINARY ORDER**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered into by the Board in this matter under the authority of §§ 333.121.3, 536.060, 621.045.3, and 621.110, RSMo.

1. Sheldon's FUNERAL DIRECTOR LICENSE, License No. 003018, is SUSPENDED for a period of THREE DAYS. During the period of suspension, Sheldon may not practice as a funeral director as defined in Chapter 333, RSMo, nor receive any compensation as such.

2. Immediately thereafter, Sheldon's FUNERAL DIRECTOR LICENSE, License No. 003018, is placed on PROBATION for a period of TWO YEARS. The period of suspension and probation shall constitute the "disciplinary period." During the period of probation, Sheldon may practice as a funeral director, provided that Sheldon adheres to all the terms stated herein.

3. Terms and conditions of the disciplinary period are as follows:

A. Sheldon shall keep the Board apprised at all times in writing of his current business address and telephone number. Sheldon shall notify the Board in writing within ten days of any changes in this information.

B. Sheldon shall timely renew his funeral director license when required and shall maintain such license in an active and valid state throughout the disciplinary period.

C. If at any time during the disciplinary period, Sheldon changes residence from the state of Missouri, Sheldon ceases to be currently licensed under the provisions of Chapter 333, RSMo, Sheldon fails to timely pay all fees required for license renewal, or Sheldon fails to keep the Board advised of all current places of business, then 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.

D. Sheldon shall comply with all provision of Chapter 333, RSMo; all rules and regulations of the Board; and all local, state, and federal laws. "State" as used herein refers to the state of Missouri and all other states and territories of the United States.

E. Sheldon shall accept and comply with reasonable unannounced visits from the Board's duly authorized agents to monitor compliance with the terms and conditions stated herein.

F. Sheldon shall submit written reports to the Board on or before 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 Agreement. The first such report shall be received by the Board on or before January 1, 2007.

4. Upon the expiration of the disciplinary period, Sheldon's funeral director's license shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Board determines that Sheldon has violated any term or condition of this 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 Sheldon's license.

5. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

6. If the Board determines that Sheldon has violated a term or condition of this Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or

procedures afforded it and is not bound by this Agreement in its determination of appropriate legal actions concerning such violation.

7. If any alleged violation of this 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. Sheldon agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

8. The parties to this Agreement agree to pay all their own fees and expenses incurred as a result of this case, settlement, and litigation.

9. The parties to this Agreement understand that the Board will maintain this Agreement as an open and public record of the Board as provided in Chapters 333, 610 and 620, RSMo.

10. The terms of this Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this 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.

11. Sheldon, together with his shareholders, 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, 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, its investigation, its litigation, and its settlement, or from the negotiation or execution of its settlement. Sheldon acknowledges that this paragraph is severable from the remaining portions of the 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.

12. Sheldon understands that he may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Sheldon's Licenses. If Sheldon desires the Administrative Hearing Commission to review this Settlement Agreement, Sheldon may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, P.O. Box 1557, Jefferson City, Missouri 65101. If Sheldon has not requested review, this Agreement becomes effective 15 days after the document is signed by the Board's Executive Director.

13. If Sheldon has requested review, Sheldon and the Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Sheldon's funeral director license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining such license. The agreed upon discipline set forth herein shall be effective the date the Administrative Hearing Commission determines that this Agreement sets forth cause for disciplining such licenses.

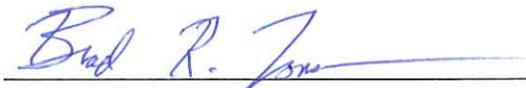
LICENSEE

  
Charles R. Sheldon      10/20/06  
Date

STATE BOARD OF EMBALMERS  
AND FUNERAL DIRECTORS

  
Becky Dunn      10/31/06  
Executive Director      Date

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