

**SETTLEMENT AGREEMENT BETWEEN**  
**THE MISSOURI BOARD OF EMBALMERS AND FUNERAL DIRECTORS**  
**AND SHELDON-GOODRICH FUNERAL HOME**

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Sheldon Goodrich Funeral Home ("Funeral Home") 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 Funeral Home's license as a funeral establishment, license number 001864, will be subject to discipline. Pursuant to § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing before the Board under § 620.153, RSMo. The Board and Funeral Home jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Funeral Home acknowledges that it understands the various rights and privileges afforded it by law, including the right to a hearing of the charges against it; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to have cross-examined any witnesses appearing against it at the hearing; the right to present evidence on its behalf at a hearing; the right to a decision upon the record of the hearing concerning the charges pending against it; the right to a ruling on questions of law; the right to a hearing before the Board at which time Funeral Home may present evidence in mitigation of discipline; and the right to obtain judicial review of any decision of the Board regarding findings of fact or the discipline imposed thereafter.

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri, as amended, unless otherwise noted.

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Being aware of these rights provided to it by law, Funeral Home knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to it.

Funeral Home stipulates that the factual allegations contained in Part I of this Agreement are true and stipulates with the Board that Funeral Home's license as a funeral establishment, license number 001864, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapters 333, 536, 620, and 621, RSMo. The parties stipulate and agree that the disciplinary order agreed to by the Board and Funeral Home in Part II herein is based only on the agreement set out in Part I herein. Funeral Home understands that the Board may take further disciplinary action against it based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

**I.**

**FACTS COMMON TO ALL COUNTS**

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1. 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. Charles R. Sheldon ("C. Sheldon") and Deborah J. Sheldon ("D. Sheldon") are individuals, doing business as Sheldon-Goodrich Funeral Home ("Funeral Home"), a partnership which holds a Missouri funeral establishment license, No. 001864, and is both a Function A and Function C Funeral Establishment. At all times relevant herein, Funeral Home's establishment license was current and active.

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3. C. Sheldon and D. Sheldon are both owners and employees of Funeral Home.

4. Funeral Home conducts its business through its owners, C. Sheldon and D. Sheldon, and its employees.

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### BACKGROUND

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5. On or about October 31, 2006, the Board and Funeral Home entered into a Settlement Agreement ("Agreement"), which suspended Funeral Home's establishment license for three (3) days and thereafter placed the license on probation for a period of two (2) years.

6. On or about March 1, 2007, the Board filed a Probation Violation Complaint, alleging that Funeral Home violated the terms and conditions of its probation under the Agreement by practicing during its period of suspension.

7. On or about March 28, 2007, the Board held a hearing to determine whether Funeral Home violated the terms and conditions of its probation under the Agreement by practicing during its period of suspension. C. Sheldon appeared on behalf of Funeral Home.

8. On or about April 17, 2007, the Board issued its Findings of Fact, Conclusions of Law, and Disciplinary Order ("Order"), finding that Funeral Home had violated the terms and conditions of its probation under the Agreement by practicing during the period of suspension; and placing Funeral Home on suspension for a further six (6) days.

9. On or about April 17, 2007, the Board sent to Funeral Home, via certified

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mail, a copy of its Order along with a letter ("April 17 Letter"), requesting that Funeral Home contact the Board to inform it of the dates when it could serve its suspension.

10. On or about April 19, 2007, D. Sheldon received and signed for the Board's Order and April 17 Letter.

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11. Funeral Home did not respond to the April 17 Letter of the Board.

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12. On or about May 9, 2007, the Board sent Funeral Home, via certified mail, a letter ("May 9 Letter") informing Funeral Home that the date of its suspension would be June 4, 5, 6, 7, 8, and 9, 2007.

13. On or about May 12, 2007, an employee of Funeral Home received and signed for the May 9 Letter.

14. Funeral Home did not respond to the Board's May 9 Letter.

#### COUNT I

15. Paragraphs 1 through 14 above are incorporated by reference as if fully set forth herein.

16. On or about June 5, 2007, Gladys Wetzel ("Wetzel") was embalmed at the Funeral Home.

17. From on or about June 5 through on or about June 8, 2007, Funeral Home provided basic funeral services, including, but not limited to, transportation of Wetzel's remains to and from Funeral Home, the use of its facility for viewing and visitation, the use of its facility for the memorial service, the use of its facility and/or equipment for groundside service, and the use of its facility for church services to Wetzel and her family.

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18. On or about June 8, 2007, the funeral service of Wetzel was held at Funeral Home.

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19. Funeral Home charged a total of six thousand three hundred ninety-five dollars (\$6,395.00) for the services described above.

20. Wetzel's "Statement of Funeral Goods and Services" was not signed or dated by the Missouri licensed funeral director responsible for making the arrangements or providing the funeral merchandise.

21. Wetzel's "Statement of Funeral Goods and Services" was not signed or dated by the person making the at-need arrangement.

22. Funeral Home was suspended from practicing as a funeral home on June 5, 6, 7, and 8, 2007.

23. The Board's Disciplinary Order states that "[d]uring the period of suspension, [Funeral Home] shall not practice as a funeral home as defined in Chapter 333, nor receive any compensation as such."

24. Section 333.011(4), RSMo, Cum. Supp. 2006, defines "funeral establishment" as:

[A] building, place or premises devoted to or used in the care and preparation for burial or transportation of the human dead and includes every building, place or premises maintained for that purpose or held out to the public by advertising or otherwise to be used for that purpose[.]

25. 20 CSR 2120-1.040(15) defines a "funeral service" as:

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[A]ny service performed in connection with the care of a dead human body from the time of death until final disposition including, but not limited to:

- (A) Removal;
- (B) Entering into contractual agreements for the provision of funeral services;
- (C) Arranging, planning, conducting and/or supervising visitations and funeral ceremonies;
- (D) Internment;
- (E) Cremation;
- (F) Disinterment;
- (G) Burial; and
- (H) Entombment.

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26. Section 333.061.1, RSMo, states:

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

27. 20 CSR 2120-2.060(22) states, in pertinent part:

The business and practice of funeral directing may be conducted only from a fixed place or establishment which has been licensed by the board.

28. 20 CSR 2120-2.070(10) states, in pertinent part:

The professional business and practice of funeral directing shall be conducted only from a fixed place or establishment that has been licensed by the board except as provided by section 333.071, RSMo. ...

29. 20 CSR 2120-2.080 states:

(1) Every Missouri licensed funeral director responsible for providing funeral services or arranging for 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;

....

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

(D) The date of the signatures[.]

....

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

30. Based on the foregoing, Funeral Home violated § 336.061.1, RSMo, 20 CSR 2120-2.060(22), 20 CSR 2120-2.070(10), and 20 CSR 2120-2.080.

31. Cause exists to discipline Funeral Home's establishment license under § 333.121.2(4), (5), (6), and (13), RSMo, which states, in pertinent 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;

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(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;

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(6) Violation of, or assisting any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

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....  
(13) Violation of any professional trust or confidence[.]

32. Because Funeral Home failed to comply with the provisions of Chapter 333, and the Board's regulations, Funeral Home violated the Settlement Agreement.

33. Cause therefore exists under the Agreement, Chapter 333, RSMo, and § 620.153, RSMo, for the Board to impose such further discipline upon Funeral Home's funeral establishment license as it deems appropriate.

## COUNT II

34. Paragraphs 1 through 33 above are incorporated by reference as if fully set forth herein.

35. On or about June 6, 2007, Charlene B. Ellifrits ("Ellifrits") was embalmed by C. Sheldon at the Funeral Home.

36. From on or about June 6 through on or about June 9, 2007, Funeral Home provided basic funeral services, including, but not limited to, transportation of Ellifrits's remains to and from Funeral Home, the use of its facility for viewing and visitation, the use of its facility for the memorial service, the use of its facility and/or equipment for

groundside service, and the use of its facility for church services to Ellifrits and her family.

37. On or about June 9, 2007, the funeral service of Ellifrits was held at the Funeral Home.

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38. Funeral Home charged a total of six thousand three hundred ninety-five dollars (\$6,395.00) for the services described above. STATE BOARD OFFICE

39. Ellifrits's "Statement of Funeral Goods and Services" was not signed or dated by the Missouri licensed funeral director responsible for making the arrangements or providing the funeral merchandise.

40. Ellifrits's "Statement of Funeral Goods and Services" was not signed or dated by the person making the at-need arrangement.

41. Funeral Home was suspended from practicing as a funeral home on June 6, 7, 8, and 9, 2007.

42. The Board's Disciplinary Order states that "[d]uring the period of Suspension, [Funeral Home] shall not practice as a funeral home as defined in Chapter 333, nor receive any compensation as such."

43. Section 333.011(4), RSMo, Cum. Supp. 2006, defines "funeral establishment" as:

[A] building, place or premises devoted to or used in the care and preparation for burial or transportation of the human dead and includes every building, place or premises maintained for that purpose or held out to the public by advertising or otherwise to be used for that purpose[.]

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44. Section 333.061.1, RSMo, states:

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

45. 20 CSR 2120-2.060(22) states, in pertinent part:

The business and practice of funeral directing may be conducted only from a fixed place or establishment which has been licensed by the board.

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46. 20 CSR 2120-2.070(10) states, in pertinent part:

The professional business and practice of funeral directing shall be conducted only from a fixed place or establishment that has been licensed by the board except as provided by section 333.071, RSMo. ...

47. 20 CSR 2120-2.080 states:

(1) Every Missouri licensed funeral director responsible for providing funeral services or arranging for 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;

....

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

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(D) The date of the signatures[.]

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

48. Based on the foregoing, Funeral Home violated § 336.061.1, RSMo, 20 CSR 2120-2.060(22), 20 CSR 2120-2.070(10), and 20 CSR 2120-2.080.

49. Section 333.121.2(4), (5), (6), and (13), RSMo, states, in pertinent 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 any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

....

(13) Violation of any professional trust or confidence[.]

50. Because Funeral Home failed to comply with the provisions of Chapter 333, and the Board's regulations, Funeral Home violated the Settlement Agreement.

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51. Cause therefore exists under the Agreement, Chapter 333, RSMo, and § 620.153, RSMo, for the Board to impose such further discipline upon Funeral Home's funeral establishment license as it deems appropriate.

### COUNT III

52. Paragraphs 1 through 51 above are incorporated by reference as if fully set forth herein.

53. On or about June 6, 2007, the funeral service of Eveleen V. Biston ("Biston") was held at the Funeral Home.

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54. Funeral Home charged a total of three hundred forty-five dollars (\$345.00) for the service describe above.

55. Funeral Home was suspended from practicing as a funeral home on June 6, 2007.

56. The Board's Disciplinary Order states that "[d]uring the period of suspension, [Funeral Home] shall not practice as a funeral home as defined in Chapter 333, nor receive any compensation as such."

57. Section 333.011(4), RSMo, Cum. Supp. 2006, defines "funeral establishment" as:

[A] building, place or premises devoted to or used in the care and preparation for burial or transportation of the human dead and includes every building, place or premises maintained for that purpose or held out to the public by advertising or otherwise to be used for that purpose[.]

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58. Section 333.061.1, RSMo, states:

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

59. 20 CSR 2120-2.060(22) states, in pertinent part:

The business and practice of funeral directing may be conducted only from a fixed place or establishment which has been licensed by the board.

60. 20 CSR 2120-2.070(10) states, in pertinent part:

The professional business and practice of funeral directing shall be conducted only from a fixed place or establishment that has been licensed by the board except as provided by section 333.071, RSMo. ...

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61. Based on the foregoing, Funeral Home violated § 336.061.1, RSMo, 20

CSR 2120-2.060(22), and 20 CSR 2120-2.070(10).

62. Section 333.121.2(4), (5), (6), and (13), RSMo, states, in pertinent 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;

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(6) Violation of, or assisting any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

....  
(13) Violation of any professional trust or confidence[.]

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63. Because Funeral Home failed to comply with the provisions of Chapter 333, and the Board's regulations, Funeral Home violated the Settlement Agreement.

64. Cause therefore exists under the Settlement Agreement, Chapter 333, RSMo, and § 620.153, RSMo, for the Board to impose such further discipline upon Funeral Home's funeral establishment license as it deems appropriate.

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II.

**JOINT AGREED DISCIPLINARY ORDER**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §§ 536.060 and 621.153, RSMo.

1. **Funeral Home's funeral establishment license is to be SUSPENDED for a period of SEVEN (7) days.**

2. **Terms and conditions of the suspension.** The terms and conditions of the suspension are as follows:

A. Funeral Home shall not practice as a funeral establishment as that term is defined in Chapter 333, RSMo, and generally understood in the community, at any time during any period of suspension described herein.

B. Within thirty (30) calendar days after the execution of this Agreement, Funeral Home shall contact the Board and propose dates upon which to serve the suspension. The days of the suspension of Funeral Home's license must be agreed to by the Board.

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C. If Funeral Home fails to contact the Board within thirty (30) days of the execution of this Agreement, it shall have waived the right to propose dates of suspension, and the Board will unilaterally, and without consultation with Funeral Home, choose the dates upon which Funeral Home's license will be suspended.

D. In no event shall the suspension dates be National, State, or other generally recognized holidays.

E. The dates of suspension may be consecutive or non-consecutive.

F. The dates of suspension aforementioned must be served within six (6) months of the execution of this Agreement.

G. During any of the dates of suspension aforementioned, Funeral Home shall accept and comply with unannounced visits from the Board's representative to monitor compliance with the terms and conditions of this Agreement.

H. Funeral Home shall comply with all relevant provisions of Chapters 333 and 436, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

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3. The suspension dates aforementioned do not effect, in any way, any probation or other discipline already imposed upon Funeral Home's funeral establishment license. Any other such discipline remains in force and effect during any period of suspension referenced herein.

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4. If the Board determines that Funeral Home 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 Funeral Home's funeral director license.

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

6. This Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Funeral Home of Chapters 333 or 436, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Agreement.

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

8. If any alleged violation of this Agreement occurs during the suspension 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. Funeral

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Home agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

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

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. The parties to this Agreement understand that the Board will maintain this Agreement as an open record of the Board as required by Chapters 333, 436, 536, 610, and 620, RSMo, as amended.

12. Funeral Home, together with its partners, shareholders, officers, directors, 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 or its litigation or from the negotiation or execution of this Agreement. The parties.

acknowledge 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.

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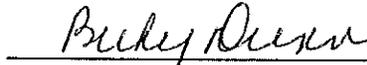
13. The parties agree that this document is the joint work product of both parties, and that any subsequent construction of this document is to favor neither.

14. This Agreement goes into effect on the date that both parties and their respective representatives sign it.

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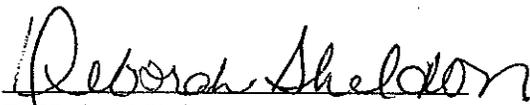


CHARLES R. SHELDON  
on behalf of Sheldon-Goodrich  
Funeral Home

BECKY DUNN,  
Executive Director,  
Missouri Board of Embalmers and  
Funeral Directors

Date: 1/4/08

Date: 2/29/08



DEBORAH SHELDON  
on behalf of Sheldon-Goodrich  
Funeral Home

Date: 1/4/08

*Harold W. Caskey*

HAROLD CASKEY, ESQ.  
The Caskey Law Firm  
P.O. Box 45  
8 North Delaware  
Butler, Missouri 64730

ATTORNEY FOR  
CHARLES SHELDON

Date: 1/7/08

JEREMIAH W. (JAY) NIXON

*[Signature]*

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ATTORNEYS FOR THE BOARD  
OF EMBALMERS & FUNERAL  
DIRECTORS

Date: 1/10/08

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