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

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| In re: | ) | |
| MYERS FUNERAL SERVICE LLC | ) | Board file nos. |
| d/b/a Bell Funeral Home | ) | 2025-000479 |
| and | ) | & |
| DAVID A. MYERS | ) | 2025-003645 |

SETTLEMENT AGREEMENT BETWEEN THE STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS AND MYERS FUNERAL SERVICE LLC AND DAVID A. MYERS

The State Board of Embalmers and Funeral Directors (the "Board") and Myers Funeral Service LLC (d/b/a Bell Funeral Home) and David A. Myers (hereinafter "licensees" or "funeral home") enter into this Agreement to resolve the question of whether the licenses issued by the Board should be subject to discipline and, if so, the appropriate level of discipline to impose. The parties stipulate and agree to a final disposition of this matter as follows:

The Parties

1. 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.

2. Myers Funeral Service LLC is registered as a limited liability company with the Missouri Secretary of State. The company does business as Bell Funeral Home. The funeral home holds a license as a Preneed Provider no. 2022000065. The license was originally issued on or about January 3, 2022. The preneed provider license is currently in

good standing and has a present expiration date of October 31, 2025.

3. David A. Myers is the organizer and registered agent for Myers Funeral Service LLC. Myers' and the funeral home's address is 709 W. Union Street, Pacific, MO. 63069.

4. Myers holds a funeral director license, no. 2018012319. The license was originally issued on or about April 10, 2018. The license is currently in good standing and has a present expiration date of May 31, 2026.

Cause for Discipline

5. Section 333.330.2, RSMo, authorizes discipline against licensees of the Board and states, in relevant part:

> 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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> > *****
> > (4) Obtaining a fee, charge ... or other compensation by fraud, deception or misrepresentation;
> > *****
> > (14) Violation of any professional trust or confidence;
> > *****
> > (19) Violation of any of the provisions of chapter 193, 194, 407, or 436[.]

6. Section 436.458, RSMo, provides that a purchaser may choose an alternative provider for the preneed funeral contract and states, in relevant part:

> 1. A purchaser may select an alternative provider as the designated provider under the original contract if the purchaser notifies the

seller and original provider in writing of the purchaser's intent, stating the name of the alternative provider and the alternative provider consents to the new designation. Purchasers shall not be penalized or assessed any additional fee or cost for such transfer of the provider designation.

2. The seller shall pay the newly designated provider all payments owed to the original provider under the contract. The newly designated provider shall assume all rights, duties, obligations, and liabilities as the original provider under the contract. Interest shall continue to be allocated to the seller as provided under the contract[.]

COUNT I: Preneed Seller Services

7. The Board incorporates all paragraphs above as though fully set forth herein.

8. On or about June 6, 2012, A.K. purchased a preneed funeral service from the funeral home and entered into a preneed contract, with a payment of $886.40. The contract was subsequently acquired by Missouri Preneed Trust as the seller on or about March 16, 2018.

9. At some time prior to A.K.'s death, A.K. moved from Pacific, Missouri, to Houston, Missouri.

10. A.K. passed away on December 28, 2024, in Houston, Missouri.

11. On December 29, 2024, A.K.'s family made arrangements for another, local funeral home in Houston, Missouri, for A.K.'s funeral services.

12. A.K.'s family contacted Myers and the funeral home seeking to transfer the preneed funds and contract to the new funeral home in Houston, Missouri, but Myers refused to do so. The family subsequently requested the contract be cancelled, as they believed this was the only manner to obtain the preneed funds.

13. On or about January 7, 2025, Myers and the funeral home submitted a certificate of performance to Missouri Preneed Trust which falsely stated the funeral home had provided funeral services for A.K. pursuant to the preneed contract. Missouri Preneed Trust paid the funeral home for the A.K. funeral service based upon the false certificate of performance.

14. On or about January 16, 2025, Myers and the funeral home sent a check in the amount of $753.44 to the "Estate of A.K.". In the correspondence, Myers stated the amount represents 85% of the original deposit of $886.40.

15. On February 28, 2025, the Board received a complaint from C.H. which alleged Myers and the funeral home refused to transfer her mother's preneed funeral contract to another funeral home.

16. On or about July 28, 2025, Missouri Preneed Trust informed the Board that the family of A.K. would receive the entire amount due to them had the contract been transferred as originally requested, totaling $1,022.30.

17. Myers' and the funeral home's failure and refusal to transfer the preneed funeral contract to a new preneed provider, as requested by the family of A.K., is in violation of Section 436.458, RSMo, and provides cause to discipline pursuant to Section 333.330.2(4), (14), and (19), RSMo.

## 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:

A. The funeral home's license as preneed provider is placed on PROBATION for a period of TWO YEARS.

B. Myers' license as a funeral director is placed on PROBATION for a period of TWO YEARS.

C. Licensees shall submit written compliance reports to the Board no later than January 1 and July 1 of each year. No compliance report shall be filed more than 14 days before it is due. These compliance reports shall be filed on forms supplied by the Board. Compliance reports shall be completed truthfully, completely, and accurately.

D. Standard Probationary Terms: Licensees shall comply with the following terms and conditions during the time of Probation:

1) Licensees shall keep the Board informed of current telephone numbers and addresses. Licensees shall notify the Board in writing within ten (10) business days of any change in this information. Licensees shall provide the Board with the current and active e-mail address;

2) Licensees 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;

3) Licensees shall engage in no conduct that would give the Board cause to seek authority to discipline from the Administrative Hearing Commission;

4) Licensees 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;

5) Upon the request by the Board or its representative, Licensees shall immediately submit any and all records requested to show compliance with these terms and conditions;

6) Licensees shall renew timely all licenses and/or registrations, shall pay timely all fees required for licensure/registration, timely submit all reports; and shall meet all other requirements necessary to maintain all licenses and registrations issued by the Board current and active - including not allowing any license to be suspended for failure to comply with any revenue laws of the state; and

7) Licensees shall accept and cooperate with unannounced visits from the Board, or its representatives.

F. Other Standard Terms:

1) 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.

2) Licensees, together with their heirs and assigns and attorney(s), do hereby waive, release, acquit and forever discharge the Board, its past and present members and its past and present employees, agents or 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 Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

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

4) Licensees understand that they waive the right to submit the executed Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline.

5) The effective date of this Agreement is fifteen (15) days after the document is signed by all parties.

6) This Agreement shall be maintained as an open and public record of the Board as required by Missouri statutes.

If the Board determines that the Licensees have violated a term or condition of this Agreement or any other violation that would be cause for discipline pursuant to Section 333.330, RSMo, the Board may elect to pursue any lawful remedies or procedure afforded it pursuant to the laws of Missouri.

LICENSEES

David A. Myers
Myers Funeral Service LLC
(d/b/a Bell Funeral Home)
709 W. Union Street
Pacific, MO. 63069

12/30/18
Date

Attorney for Licensees (*if represented*)

Date

STATE BOARD OF EMBALMERS & FUNERAL DIRECTORS

Patty Faenger, Executive Director — Date 1-15-2026

State Board of Embalmers & Funeral Directors
P.O. Box 613
3605 Missouri Boulevard
Jefferson City, MO 65102-0613

Samantha Anne Green, Mo. Bar no. 49813 — Date 1/12/26

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