BEFORE THE MISSOURI STATE BOARD OF
EMBALMERS & FUNERAL DIRECTORS

In the matter of:	)	Funeral Establishment License
	)	no. 2020039175
S. Family Enterprise LLC	)	
d/b/a Savory and Sons Funeral Home	)	Original file no. 2020-003315
	)	
Respondent.	)	Complaint nos. 2024-001306,
	)	2025-001190, 2025-001348,
	)	2025-001392, 2025-001160
	)	2025-001594

FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DISCIPLINARY ORDER

On June 10, 2025, the Board heard evidence on the Second Amended, Second Probation Violation Complaint. The Board was represented by attorney Samantha Green. Attorney Tom Townsend served as legal advisor to the Board at the hearing and during deliberation. Respondent appeared by its owner, Frank Savory IV. The Board took notice of its file. Evidence was heard and exhibits were admitted into the record. The Board took the matter under advisement.

Having fully considered the matter, the Board enters the following Findings of Fact, Conclusions of Law, and Order:

Findings of Fact

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. Respondent S. Family Enterprise LLC is a Missouri Limited Liability Company currently registered with the Missouri Secretary of State. Respondent holds a fictitious name registration and does business as Savory and Sons Funeral Home

(hereinafter "Savory & Sons"). The registered agent is Frank Savory IV, 10812 Cambridge Ave., Kansas City, MO. 64134-2709.

3. Savory & Sons operates a funeral home located at 12101 E. 43rd Street, Kansas City, MO. 64133. The business holds a license from the Board as a funeral establishment, no. 2020039175. The establishment license was originally issued on or about November 19, 2020. The license is currently active, with a present expiration date of December 31, 2025. The establishment license is currently subject to probationary conditions, as set forth in the Board's Orders discussed below.

4. Savory & Sons also holds licenses as a preneed provider and preneed seller under the name S. Family Enterprise LLC. The preneed provider license no. 2021048385 was originally issued on or about December 3, 2021. The preneed provider license is current, with a present expiration date of October 31, 2025. The preneed seller license no. 2021048386 was originally issued on or about October 3, 2021. The preneed seller license is current, with a present expiration date of October 31, 2025. The preneed provider and preneed seller licenses are not currently subject to probation conditions.

5. Frank Savory IV (hereinafter "Savory") is an owner of the funeral establishment, but has never held licensure as a funeral director from the Board, nor has he ever held licensure (registration) as a preneed seller agent.

6. On or about November 19, 2020, the Board issued its Order Issuing Probated Funeral Establishment License ("Probated Order") to Savory & Sons which granted Savory & Sons the establishment license subject to probation for three years with specific terms and conditions. In general terms, the Board issued terms of probation because Savory &

Sons practiced without a funeral establishment license.

7. Paragraph 33 of the Probated Order states, in relevant part:

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b. Licensee shall comply with all applicable provisions of Chapter 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 engage in no conduct that would give the Board cause to seek authority to discipline from the Administrative Hearing Commission per Section 333.330, RSMo.[.]

8. On or about June 21, 2023, the Board held its first probation violation hearing. The Board determined Savory & Sons violated the terms of probation by *inter alia* failing to timely renew its preneed provider and preneed seller licenses, making a false statement regarding renewal on its Report of Compliance, and a licensed funeral director did not supervise the arrangements or contract regarding a funeral service. The Board issued its Order on July 17, 2023, which continued Savory & Sons on probation with the same terms and conditions as the original probationary Order and extended the period of probation to November 18, 2025.

COUNT I – Funeral of M.H. (2024-001306)

9. M.H. died on or about January 2, 2024.

10. On or about January 3, 2024, T.W. met with Savory to make the arrangements for her father's funeral. Savory reviewed the pricing and services and wrote the terms on the funeral home's Statement of Funeral Goods and Services Selected contract.

The signature stamp of the licensed funeral director-in-charge was used by Savory on the contract on behalf of the funeral home.[1]

11. T.W. entered into the at-need funeral contract with Savory & Sons. Pursuant to the contract, Savory & Sons was to provide a funeral service, cremation, and other services for the family of M.H.

12. T.W. paid cash for the funeral package, in full.

13. Savory attended the visitation and supervised the funeral services of M.H. which were held at Savory & Sons funeral home on or about January 20, 2024. A licensed funeral director did not communicate with T. W. regarding the contract, nor was a licensee in attendance for any portion of the visitation or service for M.H.

14. Throughout the making of arrangements, the funeral service, and communications after the service, T.W. did not meet or otherwise communicate with a licensed funeral director. Communications between T.W. and the funeral home were primarily done through Savory.

15. On or about March 20, 2024, the Board received an investigatory complaint against Savory & Sons from T.W. regarding the funeral services for her father, M.H. The Board assigned the complaint no. 2024-001306.

16. The complaint alleged, in general terms, that T.W. was unable to obtain the cremated remains of her father, that she had not timely received the death certificate, that

[1] Between February 15, 2023 to September 13, 2024, Amber Nolan was the licensed funeral director-in-charge for Savory & Sons.

the funeral home overcharged for the service, and that other certain provisions of the contract have not been met by Savory & Sons.

17. On or about April 29, 2024, the Board received a response from Savory & Sons.

18. As of June 10, 2025, T.W. has still not received the cremated remains of M.H., has not received the photos paid for as part of the funeral service contract, and has not received the clothing of M.H.

19. The Board finds Savory & Sons failure to return the cremated remains, photographs, and clothing of M.H. to T.W. is willful and malicious.

COUNT II – R.S.M. Preneed Contract (2025-001190)

20. On or about February 9, 2024, R.S.M. entered into a contract for preneed funeral services with Savory & Sons.[2]

21. Pursuant to the contract, Savory & Sons is to provide a funeral service, casket, and other services for R.S.M. at the time of her death.

22. R.S.M. paid for the contract in full by credit card.

23. Savory completed the contract and assured R.S.M. he was licensed to sell preneed contracts.

24. Savory provided a receipt to R.S.M.

[2] The contract form is used by Savory & Sons for at-need funeral services. However, R.S.M. intended to purchase a preneed funeral contract. R.S.M. testified at the hearing.

25. On or about April 23, 2025, the Board received an investigatory complaint against Savory & Sons from R.S.M. regarding the preneed funeral contract. The Board assigned the complaint no. 2025-001190.

26. The complaint alleged, in general terms, that Savory & Sons would not respond to R.S.M.'s requests to confirm her preneed funds were secured and/or provide information for the transfer of the contract/funds to another funeral home.

27. R.S.M. made repeated efforts with Savory to verify the deposit and security of her funds into an authorized bank account, but was unsuccessful.

28. The contract with R.S.M. was not in compliance with the requirements of Section 436.425, RSMo, such that it did not *inter alia* identify the funding source; contain requirements regarding cancellation, surrender, or transfer; state whether the contract was guaranteed or non-guaranteed; nor state whether the contract was revocable; identify the preneed agent; nor identify the joint account; etc.

29. Savory & Sons did not properly deposit the R.S.M. funds, nor otherwise ensure that the statutory requirements for a preneed sales contract were met as required by Section 436.415, RSMo, in that there is no record of a deposit into a joint or trust-funded account.

30. Savory & Sons has not complied with the record keeping requirements of Section 436.465, RSMo, in that there is no record of where the financial records are held for the R.S.M. contract.

31. Savory & Sons did not report the R.S.M. contract on its annual sellers report in violation of Section 436.460, RSMo, with the purpose to avoid the Board's financial examination audit procedures.

32. Savory & Sons did not submit the State Audit Fee to the Board in violation of Section 436.460.5, RSMo, and Board rule 20 CSR 2120-2.100.

33. Savory & Sons enabled Savory to act as a preneed seller agent without a license, in violation of Section 333.325, RSMo.

34. Savory & Sons knowingly submitted an incomplete, false, and fraudulent sellers report to the Board on November 1, 2024 wherein it failed to report any preneed sales contracts sold between September 1, 2023 to August 31, 2024.

35. Savory & Sons misappropriated the funds of R.S.M.

COUNT III – Funeral of J.T. (2025-001348)

36. On or about December 5, 2024, M.T., who is the daughter of J.T., entered into an at-need funeral contract with Savory & Sons. Pursuant to the contract, Savory & Sons was to provide a funeral service, cremation, and other services for the family of J.T.

37. The family paid for the funeral package, in full, on December 5, 2024.

38. The family met with Savory to make the funeral arrangements, enter into the contract, and make payment.

39. Savory signed the contract as Joseph White Jr.

40. On or about May 1, 2025, the Board received an investigatory complaint against Savory & Sons from T.O., daughter of J.T. regarding the funeral services for her mother, J.T. The Board assigned the complaint no. 2025-001348.

41. The complaint alleged, in general terms, that Savory advised the cremated remains of J.T. would be available within a couple of weeks of the funeral; however, the family made repeated requests via text and/or telephone and Savory has not responded. The family has been unable to obtain the cremated remains of their mother.

42. Records from the third-party crematorium show the body of J.T. was cremated on or about January 21, 2025 and returned to Savory & Sons on January 22, 2025.

43. A licensed funeral director did not supervise the arrangements, contract, visitation and/or ceremony of J.T. in violation of Sections 333.021.2 and/or 333.061.2(1), RSMo, and/or Board rules 20 CSR 2120-1.040 and 20 CSR 2120-2.060.

44. On or about May 5, 2025, the Board's Executive Director held a telephone call with Savory regarding numerous outstanding issues, including the status of cremation of J.T. During the telephone call, Savory was unable and/or unwilling to provide information on the cremation of J.T., nor otherwise confirm the funeral home would attend to the situation.

45. As of June 10, 2025, Savory & Sons continues to withhold the cremated remains of J.T. to her family.

COUNT IV – Funeral of D.C. (2025-001392)

46. On or about October 9, 2024, M.C, who is the daughter of D.C., entered into an at-need funeral contract with Savory & Sons. Pursuant to the contract, Savory & Sons was to provide a funeral service and other services for the family of D.C.

47. M.C. paid for the funeral package, in full, on October 10, 2024.

48. M.C. discussed with Savory the difficulties she was having in completing the life insurance claims of policies held by D.C. Savory instructed M.C. to sign multiple documents, including documents related to life insurance proceeds, with the assurance by Savory that he could "help speed things up" with the insurance payout.

49. Savory & Sons received the insurance proceeds, but has failed to refund any proceeds to M.C.

50. On or about April 23, 2025, the Board received an investigatory complaint against Savory & Sons from M.C. regarding the funeral services for her mother, D.C. The Board assigned the complaint no. 2025-001392.

51. The complaint alleged, in general terms, that Savory & Sons deceived M.C. into signing life insurance documents, that her mother's jewelry had not been returned, and that D.C.'s death certificate was not properly completed, all resulting in additional stress and trauma for M.C.

52. A licensed funeral director did not supervise the arrangements, contract, visitation and/or ceremony of J.T. in violation of Sections 333.021.2 and/or 333.061.2(1), RSMo, and/or Board rules 20 CSR 2120-1.040 and 20 CSR 2120-2.060.

53. Savory & Sons willfully and through undue influence sold M.C. a funeral package and deceived M.C. into assignment of D.C.'s life insurance policies.

54. Savory & Sons misappropriated proceeds of D.C.'s life insurance policies.

COUNT V – Funeral of C.C.L. (2025-001160)

55. On or about February 25, 2025, A.M., who is the mother of C.C.L., entered into an at-need funeral contract with Savory & Sons. Pursuant to the contract, Savory &

Sons was to provide a funeral service, direct cremation, and other services for the family of C.C.L.

56. A.M. paid for the funeral package, in full, by credit card at the time of the contract.

57. The contract is signed as "Joseph White FDIC", but the signature is not consistent with the Board's records and appears forged.[3]

58. On or about April 21, 2025, the Board received an investigatory complaint against Savory & Sons from the family of C.C.L. The Board assigned the complaint no. 2025-001160.

59. The complaint alleged, in general terms, that Savory & Sons had not provided the cremated remains of C.C.L nor the death certificates to the family.

60. On or about April 25, 2025, the Board's investigator located the body of C.C.L at the crematorium of a licensed third-party which was waiting upon the required authorizations and payment from Savory & Sons.

61. A licensed funeral director did not supervise the arrangements and/or contract of C.C.L. in violation of Sections 333.021.2 and/or 333.061.2(1), RSMo, and/or Board rules 20 CSR 2120-1.040 and 20 CSR 2120-2.060.

COUNT VI – FDIC

62. On or about September 13, 2024, Savory & Sons reported Joseph A. White, Jr. as the funeral director in charge ("FDIC").

[3] This time period also is consistent with Joseph Whites' lengthy absence from the funeral home in January 2025 due to a medical condition.

63. White began employment with Savory & Sons on or about September 14, 2024.

64. White worked full-time for Savory & Sons until around November 1, 2024, at which point he began working part-time.

65. In January 2025, White had a medical condition which caused him to be hospitalized for several weeks. Due to White's medical condition, he was unable to resume work at the funeral home. White died May 23, 2025.

66. On or about April 23, 2025, White contacted the Board and spoke with the Board's Executive Director. White stated the purpose of his call was that he had heard news reports regarding Savory & Sons. White acknowledged he had not worked at the funeral home since January 2025. White admitted to the Board's Executive Director that Savory fraudulently used his signature on contracts.

67. During inspections and investigations by the Board throughout 2025, the funeral home appears to be managed by Savory. Savory (and not Joseph White) responds to the Board's requests for information and appears to handle the day-to-day management of the establishment.

68. Throughout 2025, the Board has received numerous consumer complaints, all of which report that Savory is the contact person for the funeral establishment and/or handled the funeral arrangements for their family.

69. Savory & Sons is not under the management and supervision of a licensed funeral director-in-charge as required by Section 333.061.2, RSMo., and Board rule 20 CSR 2120-1.040.

COUNT VII – Cremation of M.F. (2025-001594)

70. M.F. died on or about March 14, 2025.

71. The family entered into a contract with Savory & Sons to provide for services, including cremation of M.F.'s body.

72. The family paid for the cremation, in full.

73. At some point, Savory & Sons delivered the body of M.F. to a third-party crematorium.

74. The family signed for cremation authorization, which is on file with the third-party crematorium.

75. On or about May 5, 2025, the Board's Executive Director held a telephone call with Savory regarding numerous outstanding issues, including the cremation of M.F. During the telephone call, Savory was unable and/or unwilling to provide information on the cremation of M.F., nor otherwise confirm the funeral home would attend to the situation.

76. As of May 13, 2025, the body of M.F. had not been cremated by the third-party crematorium because they had not received payment from Savory & Sons.

77. On or about May 13, 2025, the Board's Executive Director confirmed with the third-party crematorium that they continued to hold the body of M.F., that they had received the authorization to cremate, and were awaiting payment from Savory & Sons. The third-party crematorium agreed to perform the cremation of M.F. without payment so the family could obtain M.F.'s remains.

78. A licensed funeral director did not supervise the arrangements, contract, visitation and/or ceremony of M.F. in violation of Sections 333.021.2 and/or 333.061.2(1), RSMo, and/or Board rules 20 CSR 2120-1.040 and 20 CSR 2120-2.060.

79. Savory & Sons willfully failed and refused to surrender the body of M.F. to the family.

Additional Findings of Fact Relevant to All Counts

80. Savory provided minimal relevant testimony on behalf of the establishment, to which the Board makes the following determinations:

a. Mr. Savory's testimony was not credible;

b. Mr. Savory did not provide any reason as to why families have not received the cremated remains of their loved ones and why other items belonging to the families (such as clothing, jewelry, insurance proceeds, etc.) have been wrongly withheld by Savory & Sons.

81. Savory & Sons violated the professional trust and confidence held in it as a licensed funeral establishment.

82. Savory & Sons conduct demonstrates the establishment is unable and unwilling to abide by the Board's statutes and rules applicable to the operation of a funeral establishment. Additionally, Savory & Sons has caused financial and emotional harm to families in the performance of its duties as a licensed funeral establishment.

Conclusions of Law

The Board makes the following Conclusions of Law:

83. Jurisdiction and venue are proper before the Board pursuant to Section 621.045, RSMo. 2000, Section 333.330, RSMo., and Section 324.042, RSMo.

84. Savory & Sons committed incompetency, misconduct, gross negligence, fraud, misrepresentation and dishonesty in the performance of the functions or duties of the profession and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(5), RSMo.

85. Savory & Sons violated the Board's statutes and rules and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(6), RSMo.

86. Savory & Sons committed misappropriation and theft of preneed funds and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(10), RSMo.

87. Savory & Sons violated the professional trust and confidence held in it as a licensed establishment and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(14), RSMo.

88. Savory & Sons knowingly filed a false preneed annual sales report and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(15), RSMo.

89. Savory & Sons willfully and through undue influence sold a funeral package and deceived a consumer into assignment of life insurance policies and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(17), RSMo.

90. Savory & Sons violated provisions of Chapter 436, RSMo, and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(19), RSMo.

91. Savory & Sons willfully failed and refused to surrender deceased remains to families and the conduct provides cause to impose additional discipline pursuant to Section 333.330.2(23), RSMo.

92. The establishment license is subject to discipline pursuant to Sections 333.330.2(5), (6), (10), (14), (15), (17), (19), and (23), and Section 333.330.3, RSMo.

93. Savory & Sons' violation of the terms of probation provides cause to impose additional discipline pursuant to Section 324.042, RSMo.

ORDER

Having considered the evidence presented, the Board enters the following Order:

A. The Establishment License of S. Family Enterprise LLC (d/b/a Savory and Sons Funeral Home), number 2020039175, is hereby REVOKED. Pursuant to Section 333.330.5, RSMo, the business, and its owners and managers, are prohibited from applying for any license regulated by Chapter 333, RSMo, for a period of three years. Additionally, pursuant to Section 333.061.5, RSMo, no new license shall be issued to Savory, any other owner of the business, and any business under their control for a period of three years.

B. CEASE & DESIST: The establishment shall immediately cease and desist the practice of funeral directing and shall no longer operate for any purpose regulated by Chapters 333 or 436, RSMo. The establishment shall discontinue any representation that it is licensed by the Board. This includes, but is not limited to, the removal of any reference to funeral services on signs,

websites, business cards, letterhead, social media, or other advertising or correspondence.

C. PRENEED CONTRACTS: Within 30 days of this Order, the establishment shall refund to all consumers or assign all active preneed contracts to another licensed preneed provider and/or seller and transfer the funds for such consumers to the successor licensee in accordance with Board rule 20 CSR 2120-3.030(3). Additionally, within 30 days or this Order, the business shall provide the Board with written verification that all contracts have been refunded or assigned, including the contact information for all successor provider(s) and seller(s).

D. RETURN LICENSES: The establishment shall return to the Board within ten (10) days of this Order all *indicia* of licensure or registration previously issued. In the event the establishment no longer has possession of such *indicia*, the establishment shall provide an affidavit to that effect within the same time period. Said affidavit shall detail the *indicia* of licensure or registration previously in the establishment's possession and provide adequate explanation as to why the item is no longer in its possession or control.

E. At the conclusion of the prohibition period for re-application, the revocation of the establishment's license shall remain in effect permanently until such time as the Board may determine to reinstate or issue a new license.

F. The Board will maintain this order as an open record of the Board as required by Chapters 333, 610, and 620, RSMo.

If the Board determines a term or condition of this Order has been violated, the Board may elect to pursue any lawful remedies or procedure afforded it pursuant to the laws of Missouri.

Entered this 12 day of June, 2025.

State Board of Embalmers and Funeral Directors

Patty Faenger, Executive Director
P.O. Box 423
3605 Missouri Boulevard
Jefferson City, MO 65102-0423

Certificate of Service

The undersigned hereby certifies that on the 12 day of June, 2025, a copy of this Order was mailed to the Respondents by first class mail and sent by email to:

Frank Savory IV
S. Family Enterprise LLC
10812 Cambridge Ave.
Kansas City, MO. 64134-2709

Email: franksavory763@gmail.com