

**TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**MINUTES OF BOARD MEETING**

**OCTOBER 8, 2013**

President Tony Hysmith called the meeting to order at 10:00 a.m. in Conference Room 1-B, Davy Crockett Tower, Nashville, Tennessee.

Board members present: Tony Hysmith, President; Wayne Hinkle, David Neal, and Robert Starkey.

Board member(s) absent: W. T. Patterson, Vice President; Jane Gray Sowell, and Anita Taylor.

Staff present: Robert Gribble, Executive Director; Benton McDonough, Assistant General Counsel; Genesis Johnson, Administrative Secretary; and Lisa Mosby, Administrative Assistant.

**ADOPTION OF AGENDA:**

A motion was made by Wayne Hinkle to approve the Agenda as printed.

Seconded by David Neal

Adopted by voice vote

**APPROVAL OF MINUTES:**

A motion was made by Wayne Hinkle to approve the Minutes of the August 13, 2013 Board Meeting.

Seconded by Robert Starkey

Adopted by voice vote

**LEGAL REPORT:**

**BENTON McDONOUGH, ASSISTANT GENERAL COUNSEL**

Abbreviations:

GPL – General Price List

CPL – Casket Price List

OBCPL – Outer Burial Container Price List

SFGSS – Statement of Funeral Goods and Services Selected

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**1. Case No.: L13-FUN-RBS-2013013641**

2. **Case No.: L13-FUN-RBS-2013013642**
3. **Case No.: L13-FUN-RBS-2013013643**
4. **Case No.: L13-FUN-RBS-2013013644**
5. **Case No.: L13-FUN-RBS-2013013645**

**Complaint / Response:**

- On July 11, 2013, the Board received a complaint, supported by six (6) various affidavits or depositions, encompassing the five (5) Respondents referenced above.
1. Following a fire on April 17, 2012, Respondent #1 continued to accept dead human bodies for cremation services with knowledge that the establishment lacked the proper refrigerated facilities to store these bodies requiring proper refrigeration and not embalming.
    - a. Respondents deny the allegations and aver that after the April 2012 fire, Respondents transported or caused to be transported dead human bodies which were to be cremated to other cremation establishments.
    - b. After the fire, bodies were sent to Phillips Robinson, Memorial Crematory, Lawrence Funeral Home and West Harpeth Crematory.
  2. For a time, Respondent #1 stacked boxes containing putrefying remains in an unrefrigerated back room at the establishment of Respondent #5.
    - a. Respondents deny allegations that they stacked boxes containing putrefying remains in an unrefrigerated back room at the establishment of Respondent #5.
  3. Respondent #5 had a refrigeration unit that only held three (3) human bodies.
    - o For this reason, Respondent #1 had an employee move stacks of boxes containing dead human bodies into a small building or barn where they remained for days, resulting in an overpowering stench of decomposing bodies.
      - a. Respondents admit that Respondent #5 had a refrigeration unit that only held three (3) human bodies.
      - b. Respondents deny that any boxes of human bodies have ever been placed in the "small building or barn" at Respondent #5 for any reason other than for a period when a large cooler in an adjacent structure was used.
      - c. Respondents deny that they ever left bodies unrefrigerated for days.

- d. Without admitting the allegations of this complaint, Respondents acknowledge that bodies sometimes smell, dependent on the circumstances of death and the status of decomposition upon arrival to Respondents' possession.
4. On occasion, Respondent #1 had employees place numerous boxes containing dead human bodies in stacks in a van for the purpose of hiding them from State of Tennessee field representatives.
  - a. Respondents admit that they transport human bodies in a van.
  - b. Respondents specifically deny that they ever "placed human bodies in stacks in a van for the purpose of hiding them from the State of Tennessee field representatives."
  - c. Respondents further deny that they have intentionally deceived State of Tennessee field representatives and deny remaining allegations in this paragraph.
5. Respondent #1 moved dead human bodies around on what employees called a "church truck."
  - o As many as six or seven boxes with stacked, smoldering bodies were witnessed by an employee.
    - a. Respondents deny any insinuation that was intended by the use of the term "smoldering bodies."
6. Respondent #1 routinely substituted cheaper merchandise for merchandise specified in pre-need contracts.
  - a. Respondents deny this allegation and argue that if Respondents provided the customer merchandise which was different than the merchandise specified in the pre-need funeral contract, Respondents so advised the customer, obtained their consent and provided "like kind and quality" merchandise.
7. Pre-need contracts often called for the purchase of Batesville brand caskets, which are generally regarded as the best available.
  - o On behalf of Respondents #3 and #4, Respondent #1 purchased and substituted less expensive Southern Craft brand caskets for the Batesville caskets without customers' knowledge, and then retained the difference in prices for their personal benefit.
    - a. Respondents deny these allegations; specifically, that they engage in any business practices intended to defraud customers.

- b. Respondents admit that they sometimes give customers a casket which is different than the casket designated in the pre-need contract; however, only with the customer's consent.
  - c. Respondents argue that they may offer a different casket of like kind and quality if the designated casket is discontinued or the casket company has gone out of business.
  - d. Also, the family of the deceased may choose a different casket.
  - e. Respondents specifically assert that if the family of the deceased chooses a less expensive casket, the family may choose to be given a refund for the difference in amount or a credit to use towards other merchandise.
  - f. No Respondent retained any difference in price for their own personal benefit.
8. Respondent #1 cheated customers by using names for caskets that were ordinarily employed by Batesville, such as "Primrose."
  - a. Respondents deny the allegations that they have ever cheated their customers in any way.
  - b. Respondents admit that they name and rename caskets as is customary in the industry; however, Respondents specifically deny that they engage in any business practices intended to deceive their customers.
9. Respondent #1 ordered cheaper poplar caskets, painted them with a cherry stain, and then sold them as though they were the more expensive cherry wood models without revealing the difference in quality or price to the customers.
  - a. Respondents deny that they ever painted or stained caskets for any reason.
  - b. They are aware that some casket companies make caskets out of poplar wood, which is stained a cherry color by the manufacturer.
  - c. Otherwise, when a casket is displayed, a description of the material from which a casket is made is attached in accordance with the law.
10. Respondent #1 purchased inferior caskets from Tetrick in the Tri-Cities area of Tennessee, many of which were damaged and some of which had holes in the welds.

- Respondent #1 had a body shop they utilized to repair these damages, and cheaper caskets were substituted for more expensive models purchased by families.
  - a. Respondents admit that they made a one-time purchase of caskets from Tetrick in the Tri-Cities area, but deny any of the caskets were damaged or had holes in the welds.
  - b. Respondents specifically deny that they substituted these caskets for more expensive models purchased by the families.
  
- 11. Pre-need contracts often called for the purchase of Wilbert brand vaults, a superior brand of vaults, or Monticello brand vaults within which to place caskets; however, Respondent #1 purchased and substituted Eagle brand vaults for the more expensive vaults without customers' knowledge.
  - To carry out this scheme, Respondent #1 painted the cheaper vaults and placed liners in them to create the appearance of the more expensive and requested Wilbert brand vaults; Respondent #1 would then retain the difference in costs under the pre-need contracts for their personal benefit.
    - a. Respondents admit that pre-need contracts often call for the purchase of Wilbert brand vaults or Monticello vaults that are superior to all other brands of vaults.
    - b. Respondents deny that they purchased and substituted Eagle brand vaults for the more expensive vaults without the customer's knowledge.
    - c. Respondents admit that they sometimes give customers a vault which is different than the vault designated in the pre-need contract, but only with the customer's consent, and they may offer a different vault of like kind and quality if the designated vault is discontinued, the vault company has gone out of business, or Respondent no longer utilizes a particular company.
    - d. Respondents deny ever placing liners in vaults and assert that if the family of the deceased chooses a less expensive vault, the family may choose to be given a refund for the difference in amount or a credit to use towards other merchandise.
    - e. Furthermore, Respondent #1 never retained any difference in price for their personal benefit.

12. From 1996 through 2004, Batesville operated a program called "Total Casket Protection."
- o This was a form of insurance intended to insure family of a decedent would have the particular casket they ordered, which often resulted in refunds at the time of delivery, which were to be returned to the purchasing family; however, Respondent #1 kept these refunds for personal benefit rather than tendering the money to the families.
    - a. Respondents admit that Batesville operated a program called "Total Casket Protection" but lack sufficient information to admit or deny when Batesville operated the program.
    - b. Respondents deny that the program was a form of insurance intended to insure that the family of a decedent would have the particular casket they ordered and specifically deny that rebates were to be returned to the purchasing family.
    - c. Respondent argues that the program was a consumer program for the funeral home, providing an incentive for funeral homes to purchase Batesville caskets.
    - d. Batesville guaranteed that the funeral home would get the casket at the time of need for the same amount listed on the pre-need contract.
13. On multiple occasions, Respondent #1 accepted checks as payment for funerals, endorsed the checks, and then wrote off the amounts as bad debts without placing the funds in a trust so that they would be available when the need for the funds arose.
- a. Respondents deny that Respondent #1 accepted checks as payment for funerals, endorsed the checks, and then wrote off the amounts as bad debts without placing the funds in a trust so that no funds would be available for future need.
14. Respondent #1 instructed employees to place cash payments for services in an envelope and place that envelope in that Respondent's desk drawer.
- a. Respondents deny that Respondent #1 instructed employees to place cash payments for services in an envelope and place that envelope in that Respondent's desk drawer.
15. Respondent #1 pocketed funds for funerals without placing them in the establishment account and then marking them off as a bad debt.

- a. Respondents deny Respondent #1 pocketed funds for funerals without placing them in the establishment account and marking them off as bad debt.
  - b. Specifically, they deny it is a business practice to place money in the drawer.
  
16. Respondent #1 converted customers' refunds from pre-need contracts for Respondent's personal benefit rather than refund the customers' money.
  - o The prices on the date of death are those charged under pre-need contracts.
  - o When the funds invested under a pre-need contract yielded a return greater than the fair market value of the items and services purchased to be rendered under the contract, Respondent #1 simply increased the costs in order to keep all of the money.
    - a. Respondents deny Respondent #1 converted customers' refunds from pre-need contracts for Respondent's personal benefit rather than refund the customers' money.
  
17. Respondent #1 sent fraudulent documents to Forethought via interstate wire transfer.
  - o Respondent did so for the purpose of deceiving customers and depriving families of the refunds to which they were entitled.
    - a. Respondents deny Respondent #1 sent fraudulent documents to Forethought via interstate wire transfer.
    - b. Specifically, Respondents deny that they "converted customers' refunds from pre-need contracts" for the benefit of the Respondents or that they used any "tactics" to trick their customers.
    - c. Respondents aver that customers are given a refund when the "funds invested under a pre-need contract yield a return greater than the current general price list for the items purchased and services to be rendered under the contract."
    - d. Respondents further assert that they sold merchandise for the price listed in their GPL, which is regulated by the federal disclosure requirements.
    - e. Specifically, the Respondents deny that they created or forwarded any fraudulent documents, utilized wire transfers or engaged in deceitful business practices.

18. On one (1) occasion, Respondent #1 accepted a restored 1951 Ford motor vehicle, with an estimated value of between \$20,000 to \$25,000, as a payment-in-kind from a husband and wife for their funerals.
- No funeral funds were placed in trust for these pre-need funerals.
  - The purported price of the two (2) funerals was far less than the estimated value of the motor vehicle.
  - Two (2) contracts were drafted for the funerals and then charged off as bad debt.
    - a. Respondents admit that Respondent #1 accepted a restored 1951 Ford motor vehicle, but never had the car appraised and therefore neither admit nor deny the allegation as to the vehicle's value.
    - b. Respondents aver that the "husband and wife" were the grandparents of Respondent #1's wife who were concerned about paying for the funeral and asked Respondent #1 if he would take the car as payment.
    - c. Also, the grandparents asked that the car be used in their funerals and Respondent #1 agreed to take the car in exchange for two (2) funerals as a favor to his family.
    - d. Respondent #1 took possession of the car and executed a sworn statement stating that the couple's funerals were then paid in full.
    - e. Funds could not have been placed in trust because Respondent #1 never sold the car, as he was saving it to use in the funerals and no funds exchanged hands.
    - f. Respondents deny the charge of the funerals being written off as bad debt, and Respondent #1 stored the car for years and has since returned the car to the family.
19. When a competing funeral home generously provided additional space to the Respondents for embalming purposes after the April 17, 2012, fire, an assistant of Respondent #1 solicited business from a grieving family on the premises of the generous funeral home on the same day that they brought their deceased loved one to that establishment for services.
- a. Respondents admit that a competing funeral home generously provided Respondents additional space for embalming purposes after the fire on April 17, 2012, but deny that any of the employees solicited business from a grieving family on the premises of the establishment.



- b. Respondents aver that the manager for Respondent #3 received a call from a “price shopper” who inquired about funeral services and prices.
  - c. As requested, the manager met the family at the location of Respondent #5, where they discovered that the family had also contacted the competing funeral establishment.
  - d. Respondents deny solicitation of any kind took place.
20. Respondent #1 knowingly submitted falsified apprenticeship forms to the State of Tennessee on behalf of the Respondent’s daughter.
- o These falsified documents included quarterly reports and records of time not actually spent with the daughter’s sponsor.
    - a. Respondents deny that Respondent #1 knowingly submitted falsified apprenticeship forms to the State of Tennessee on behalf of the Respondent’s daughter.
    - b. The Complainant who provided this information worked primarily as an embalmer at the Respondent establishments and waited on very few families during the time these allegations took place.
    - c. The daughter of Respondent #1 worked primarily under Respondent #1 and the manager of the establishment, rather than with the complainant.
21. Respondent #1 customarily purchased soft drinks from Sam’s, filled establishment vending machines with these drinks, and tripled the price for sale to establishment customers and guests.
- o Respondent #1 routinely took the money from the vending machine and converted coins into paper money, kept all of the proceeds for their personal benefit, and never reported the income for sales tax purposes.
    - a. Respondents admit that Respondent #1 purchased soft drinks from Sam’s Club and filled vending machines with these drinks; however, Respondents deny that they “tripled the price.”
    - b. Respondents assert that the soft drink machine was itself purchased from Sam’s Club along with the drinks.
    - c. Respondents admit that they did not report the income for sales tax purposes, but deny that they were required by law to do so.

22. After Respondent #1 accused the Complainant of violating a non-compete agreement, Respondent #1 instructed an agent of Respondent #5 to attend the May 8, 2013, burial services where Complainant was to say a prayer, as previously expressly requested by the deceased.
- o This agent took a photograph of the Complainant just as the mourning family bowed their heads to pray and just before a family member was to read a passage.
  - o The family members witnessed this profoundly disrespectful conduct, and the decedent's husband cries every night because of what occurred at his beloved wife's funeral.
    - a. Respondents admit that they filed suit against the main complainant in this case for violating a non-competition agreement.
    - b. Respondents deny that they instructed an agent of Respondent #5 to attend the May 8, 2013, burial service.
    - c. Respondents aver that an agent of Respondent #5 always attends services which occur at the cemetery.

**Recommendation:**

- Respondent #1 – Refer for further investigation.
- Respondent #2 – Refer for further investigation.
- Respondent #3 – Refer for further investigation.
- Respondent #4 – Refer for further investigation
- Respondent #5 – Refer for further investigation.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by Robert Starkey

Adopted by voice vote

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**6. Case No.: L13-FUN-RBS-2013014761**

**7. Case No.: L13-FUN-RBS-2013014762**

**8. Case No.: L13-FUN-RBS-2013014763**

**Complaint:**

- On June 5, 2013, a field representative conducted a routine inspection of Respondent #7.
- Respondent #6
  - o The funeral director's license of Respondent #6 expired on March 31, 2013, and was not renewed until May 15, 2013.
  - o During that time, Respondent #6 acted in the capacity of funeral director on three (3) funeral cases.
  - o Respondent #6 was listed as funeral director in all three (3) cases.

- Respondent #6 signed the SFGSS in the capacity of funeral director in all three (3) cases.
- Respondent #6 signed one (1) cremation authorization form in the capacity of funeral director.
- The embalmer's license of Respondent #6 expired on March 31, 2013, and was not renewed until May 15, 2013.
  - No evidence was presented showing that Respondent #6 embalmed a body during that time.
- Respondent #7
  - The funeral director's license of Respondent #6 expired on March 31, 2013, and was not renewed until May 15, 2013.
  - During that time, Respondent #6 acted in the capacity of funeral director while employed by Respondent #7.
  - Respondent #6 was the funeral director of record for the family of one (1) deceased individual.
- Respondent #8
  - The field representative conducted a routine inspection of the Respondent establishment on June 4, 2013.
  - The funeral director's license for Respondent #6 expired on March 31, 2013, and was not renewed until May 15, 2013.
  - During that time, Respondent #6 acted in the capacity of funeral director while employed at Respondent #8.
  - Respondent #6 was the funeral director of record for two (2) families who selected Respondent #8 to conduct funeral or cremation services for their deceased family members.

**Response:**

- Respondent #6 was living away from his home and spouse.
- During that time, his wife failed to inform him of the fact that his license renewal forms arrived at the house.
- Therefore, he was practicing on an expired license and did not reinstate his license until May 15, 2013.

**Recommendation:**

- Respondent #6 – Consent Order with \$250.00 civil penalty and authorization for hearing.
- Respondent #7 – Consent Order with \$250.00 civil penalty and authorization for hearing.
- Respondent #8 - Consent Order with \$250.00 civil penalty and authorization for hearing.

A motion was made by Robert Starkey to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**9. Case No.: L13-FUN-RBS-2013016771**

**10. Case No.: L13-FUN-RBS-2013016772**

**Complaint:**

- This complaint was filed on August 27, 2013, and pertained to incidents that transpired since changes occurred within the establishment.
- Complainant has issues with the former owner and his establishment talking to other businesses, citizens, and clients that the Complainant has serviced since his departure.
- Based upon those discussions, the Complainant states that three (3) complaints have since been filed against their establishment.
- The Complainant has concerns with pre-need issues, and since entering into business with this past owner in 2008, they have had numerous pre-needs transferred from his previous business to the Complainant's new establishment. With these transfers came many problems.
- No money was transferred with the majority of these cases.
- There were many instances where the pre-need accounts were not properly handled, the client's money was taken, but no pre-need funeral contract was filed and no money put into trust.
- Complainant states that their business has suffered due to the Respondent's poor business practices.
- After informing one client of the problems with her aunt's pre-need contract, she made contact with the Respondent and decided to transfer her business to his new establishment after speaking with him.
- The problem with this is that services had already taken place in regards to her loved one; the aunt was already removed, transferred to the Complainant's establishment, placed in corrugated container, and cremated.
- Another family member received the remains of their loved one and proceeded to have a memorial service at the Respondent's new funeral home.
- Complainant was not paid for the services rendered to this family from the Respondent.
- The Respondent's employee stated that the Respondent wrote up the consumer's pre-need contract in 2007, took money from the pre-need paid by the consumer, never filed the pre-need paperwork, and never put money in the trust.

- So, no pre-need contract existed according to this employee and all communication was ceased on his part with the Complainant's establishment.
- Complainant states that their establishment has already taken many hits from the State due to this past owner's poor business practices.
- Complainant states that they do not know who will walk into their establishment next and claim to have a contract with the establishment or the previous owner's business.
- The Respondent has made statements to other establishments that they will see to it that the Complainant's business is shut down.

**Response:**

- Respondent states that they are aware that Respondent #9 sent a letter to Robert Gribble asking that the Complainant be prevented from inappropriately using the name of Respondent #9 as it relates to consumers, businesses, etc.
- Respondent is not knowledgeable and unable to address any problems, concerns, statements, etc., to pre-needs that Respondent #9 or his employees would have written.
- Respondent believes these statements supporting these allegations are just hearsay and the people saying these things should appear and acknowledge their statements.
- Respondent would like to point out that the author of the complaint notarized his own statement; therefore, the complaint should be considered "void."

**Recommendation:**

- Respondent #9 – Dismiss. Former business partners and better to address through civil court.
- Respondent #10 – Dismiss. Former business partners and better to address through civil court.

A motion was made by David Neal to accept Counsel's recommendation.

Seconded by Wayne Hinkle

Adopted by voice vote

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**11. Case No.: L13-FUN-RBS-2013016781**

**12. Case No.: L13-FUN-RBS-2013016782**

**Complaint:**

- This complaint was filed on August 27, 2013, and pertained to incidents that transpired since changes occurred within the establishment.
- Complainant has issues with the former owner and his establishment talking to other businesses, citizens, and clients that the Complainant has serviced since his departure.
- Based upon those discussions, the Complainant states that three (3) complaints have since been filed against their establishment.
- The Complainant has concerns with pre-need issues, and since entering into business with this past owner in 2008, they have had numerous pre-needs transferred from his previous business to the Complainant's new establishment. With these transfers came many problems.
- No money was transferred with the majority of these cases.
- There were many instances where the pre-need accounts were not properly handled, the client's money was taken, but no pre-need funeral contract was filed and no money put into trust.
- Complainant states that their business has suffered due to the Respondent's poor business practices.
- After informing one client of the problems with her aunt's pre-need contract, she made contact with the Respondent and decided to transfer her business to his new establishment after speaking with him.
- The problem with this is that services had already taken place in regards to her loved one; the aunt was already removed, transferred to the Complainant's establishment, placed in corrugated container, and cremated.
- Another family member received the remains of their loved one and proceeded to have a memorial service at the Respondent's new funeral home.
- Complainant was not paid for the services rendered to this family from the Respondent.
- The Respondent's employee stated that the Respondent wrote up the consumer's pre-need contract in 2007, took money from the pre-need paid by the consumer, never filed the pre-need paperwork, and never put money in the trust.
- So, no pre-need contract existed according to this employee and all communication was ceased on his part with the Complainant's establishment.
- Complainant states that their establishment has already taken many hits from the State due to this past owner's poor business practices.
- Complainant states that they do not know who will walk into their establishment next and claim to have a contract with the establishment or the previous owner's business.
- The Respondent has made statements to other establishments that they will see to it that the Complainant's business is shut down.

**Response:**

- No response.

**Recommendation:**

- Respondent #11 – Consent Order with \$250.00 civil penalty for failure to respond and authorization for hearing.
- Respondent #12 – Consent Order with \$250.00 civil penalty for failure to respond and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**13. Case No.: L13-FUN-RBS-2013017481****Complaint:**

- A consumer recently appeared at the Complainant's place of business to check on the status of pre-need direct cremation arrangements they made in December 2008.
- She presented Complainant with a paid cash receipt in the amount of \$1,515.00 signed by the Respondent, a SFGSS, a Change of Policy / Certificate / Annuity Ownership to the Forethought Trust form and the Group Enrollment Form to Forethought.
- She advised that at the time the pre-need arrangements were made, she paid cash to the Respondent who folded the money and placed it in his pants pocket.
- Complainant has no record, whatsoever, of this transaction and confirmed with the consumer that she had not received any policy information in the mail from Forethought Life Insurance Company.
- Complainant contacted Forethought and other carriers utilized by it during this time frame and again found no record of this transaction.
- Complainant acknowledged the payment made directly to the Respondent and committed to honor the contract.

**Response:**

- The consumer appeared at the Complainant funeral home in December, 2008 and paid cash in the amount of \$1,515.00 for pre-need direct cremation arrangements.
- The cash was delivered to the Respondent, who then drafted and provided the consumer a paid cash receipt, a SFGSS, a Change of Policy / Certificate / Annuity Ownership to the Forethought Trust form, and the Group Enrollment Form for Forethought.

- Respondent denies any allegation, insinuation or accusation that he acted illegally, inappropriately, or in a manner unbecoming the profession in any manner whatsoever.
- Complainant fails to actually accuse Respondent of anything.
- The complaint is vague and ambiguous and leaves it unclear as to what is being alleged and who Complainant is blaming for the apparent failure to properly store records and comply with applicable laws and regulations.
- Complaint only states that Complainant believes it is appropriate to report this matter to the Board because Respondent was involved in the transaction, merely insinuating and leaving it to the imagination of the reader to conclude Respondent has done something wrong.
- Complainant is just as likely responsible for these actions.
- One may easily conclude that Respondent delivered the cash and documentation to the owner as he was instructed to do, and the owner failed to process the pre-need order and cash and properly file the documentation.
- There is no express allegation in this complaint, and it was standard business practice at Complainant establishment during Respondent's employment to do exactly what is described in the Complaint, as far as drafting documents and accepting cash from clients.
- Respondent was then instructed to deliver the contracts and cash directly to the owner and was advised that the owner would take care of it from there.
- Whether the owner properly processed and stored the documentation and deposited the cash from the point of delivery is unknown at this time.
- Complainant is to blame for this failure to properly file the pre-need paperwork and not the Respondent.
- Respondent created and executed all necessary documents and provided copies of them to the consumer, just as he was supposed to do.
- The complaint says only that that Complainant does not have a record of the transaction at this time, but does not affirmatively state Respondent failed to ever provide a record or the cash to the owner at any time.
- What the owner did with the documents and cash and why he failed to process them or invest the cash is left for the owner to explain.
- Acceptance of cash for services was common practice and openly encouraged.
- When the owner first hired Respondent, the first thing the owner told the Respondent was, "checks are fine but cash is divine."
- The owner would routinely come to the Respondent and tell him that he needed cash and he did not care how he got it.



- Had Respondent not provided the appropriate paperwork to the consumer, it may have been more difficult to convince Complainant to uphold its end of the contract.
- To the extent Complainant communicated any of the false allegations now asserted against the Respondent in this complaint, the Complainant is possibly liable for slander and tortious interference with prospective business relationships, but those allegations are outside the jurisdiction of this Board.
- Respondent denies all of these allegations of impropriety and respectfully requests this complaint be dismissed immediately.

**Recommendation:**

- Refer for further investigation.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by Robert Starkey

Adopted by voice vote

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**14. Case No.: L13-FUN-RBS-2013012051****Complaint:**

- On May 1, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Itemization - Rule 0660-11-.06
  - o The Respondent failed to itemize all individual goods and services purchased on a SFGSS.
  - o This occurred on four (4) separate occasions for Shirley C. Harvey, Deborah Denise Wilhoite, Warren Eugene Essex, and William Charles Zimmerman, Sr.
- Cash Advance Items - Rule 0660-11-.06
  - o The crematory fee is a cash advance to this provider, and should be listed as such on the SFGSS, except when "Direct Cremation" is purchased.
  - o This provider fails to put the crematory fee as a cash advance, listing it instead as a \$350.00 charge on the "Services" side and listing it as a "Cremation Charge-Service".
  - o Furthermore, the Respondent fails to list "Direct Cremation" as such on the SFGSS, when a "Direct Cremation" is purchased.

**Response:**

- Itemization
  - o Respondent states that the complaint requires the Respondent to provide an itemized list of all of the individual goods and services

- purchased, together with the price of each item, and Respondent claims their contracts do in fact provide that information.
- Respondent states that each specific good and/or service selected is individually listed and identified.
  - Respondent states that space was limited; therefore, the services and their prices were listed on separate attachments.
  - Neither the Funeral Rule nor the Board statutes or rules require any specific format regarding SFGSS, nor do they require that prices and descriptions be listed on the first page.
  - Each good or service selected by the consumer is listed separately, together with a price for each individual good or service.
- Cash Advance Item
- The field representative states that the crematory fee is a cash advance item to this establishment except for “Direct Cremations”.
  - Respondent states that the money paid to the Respondent for cremation is not an accommodation, cash disbursement or payment for an item obtained from a third party.
  - Rather, the crematory utilized is a crematory owned and operated by the same entity that owns and operates the Respondent establishment.
  - As such, the charge for a cremation is identified on the GPL, not as a cash advance item, but as a charge by the Respondent for the use of the crematory.
  - The money is not passed through or paid to any third party.
  - As for “Direct Cremations,” there is no requirement or regulation which requires the exact phrasing of “Direct Cremation” on the Statement, and the Respondent denotes cremations by the phrasing “Cremation Charge.”

**Recommendation:**

- Letter of Warning.

A motion was made by David Neal to accept Counsel’s recommendation.

Seconded by Wayne Hinkle

Adopted by voice vote

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**15. Case No.: L13-FUN-RBS-2013014051****Complaint:**

- The Complainant states that she and her husband agreed that when he passed away, his body would not be embalmed.

- The decedent passed away on May 1, 2013, and the Complainant began planning his funeral on May 2, 2013; however, she received a call from the Respondent that they picked the body up from the hospital the day before.
- The Complainant informed the Respondent that he had possession of the body by mistake, and she wanted to go to a different funeral home.
- The Complainant states that the Respondent became hostile and started asking her who would pay for the embalming that already had taken place.
- Complainant was upset and called the funeral board who recommended that she have the local police escort her to the Respondent's funeral home to remove the body.
- Complainant is upset by her mistreatment at the hands of the Respondent, and has suffered from depression and other issues since finding out that her husband was wrongly embalmed.

**Response:**

- No response.

**Recommendation:**

- Consent Order with \$250 civil penalty for no response and suspend establishment license for three (3) months and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**16. Case No.: L13-FUN-RBS-2013014351**

**17. Case No.: L13-FUN-RBS-2013014352**

**18. Case No.: L13-FUN-RBS-2013014353**

**Complaint:**

- On Saturday, July 20, 2013, a field representative and a friend with him saw a sign stating Respondent funeral establishment was opening and dedication services were to commence at 5:00.
- The building looked like a church or funeral home, and there was a hearse parked outside.
- Upon entering the building, they were met by a couple at the front door who introduced themselves as the owners.
- The field representative told them they thought the business was an auto repair parts store, and the owners informed them that the business had moved down the street and this facility was now a funeral establishment.
- The owner asked if they wanted to tour and they did.
- The owner had graduated from John A. Gupton College and was a minister.

- He added that his wife was from that local town, so they decided to open a new location there.
- While touring the facility, they noticed there was an office area, a family area and a chapel.
- Upon entering the chapel, they noticed three (3) adult caskets and one (1) infant casket.
- The owners stated that the caskets were for sale, and he was asked if he had a price list and he stated that he had no GPL but guaranteed his prices were cheaper than any other funeral home around.
- Also the field representative asked him where bodies were prepared and he stated at another location.
- There were apprentice funeral director and apprentice embalmer registrations on the wall, and he thanked the field representative for stopping by.
- Upon checking with the Board, no establishment license has been issued for this location, nor anything but apprentice registrations for the individual.

**Response:**

- Respondent has no recollection of this conversation with the field representative.
- The location is a diverse service center suited for a venue for all life events such as weddings, funerals, baby showers, and other life events.
- Respondent states he has contacted local funeral homes and made mention to the licensed owners of these establishments that in certain cases, they are more than welcome to use this venue for funeral and memorial services locally.
- Because there isn't a funeral parlor in the town, this can cut back on the amount of travel for families and funeral directors.
- The proposed content of a letter sent out by Respondent to the public makes mention about having contract with licensed morticians to which families can be referred.
- Noting that they have made contact with local funeral homes about their facility and they are willing to provide services to the families at their time of need.
- The above complaint also bears witness to no GPL because Respondent is not a funeral home establishment, nor do they operate or advertise as such.
- They are there to service local families with an event venue setting that is comfortable and elegant.

**Recommendation:**

- Respondent #16 – Consent Order with \$1,000.00 civil penalty and authorization for hearing.

- Respondent #17 – Consent Order with \$1,000.00 civil penalty and authorization for hearing.
- Respondent #18 – Consent Order with \$1,000.00 civil penalty and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Motion failed for lack of a second.

A motion was made by Robert Starkey to accept Counsel's recommendation and also send a Cease and Desist Letter to the unlicensed establishment.

Seconded by David Neal

Adopted by voice vote

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#### **19. Case No.: L13-FUN-RBS-2013014701**

##### **Complaint:**

- On July 17, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Funeral Rule – 0660-11-.06
  - o CPL – The titling used on the CPL does not comply as directed. It must be corrected to read "Casket Price List".
  - o OBCPL – the titling used on the CPL does not comply as directed. It must be corrected to read "Outer Burial Container Price List".
  - o CPL – In the Casket Selection Room, one (1) casket being offered to the consumer is listed at a price that is inconsistent with the price on the CPL. The casket, a Roman 18 gauge steel, is priced at \$3,000.00 on the unit in the casket selection room is \$3,000.00, but is priced at \$3,250.00 on the CPL.
- Preparation Room – Funeral Rule 0660-11-.02(4) & (5)
  - o Preparation room is in need of a general overall cleaning.
  - o Soiled linen, towels, etc. in plain view in several different areas of the preparation room.
  - o No soiled linen container with non-porous bag in preparation room.
  - o Clean sheets piled on the dirty floor that should have been put away.
  - o A garbage bag full of garbage was in the floor instead of the garbage can.
  - o The garbage container was full and in need of emptying.
  - o Cosmetics from last embalming were left uncovered on the floor and not put away.

- According to staff, the most recent embalming was performed by this establishment on the previous Friday (July 12, 2013); inspection took place on Thursday, July 17, 2013.
- Description of Funeral Merchandise – Tenn. Code Ann. § 62-5-104(a)
  - In the casket selection room, three (3) units did not have any information on the exterior of the container as required. They are:
    - Madison 18 Gauge Steel
    - Going Home 18 Gauge Steel
    - Gessup 20 Gauge Steel

**Response:**

## Price Lists

- Respondent corrected the CPL and OBCPL.
- Respondent states that the typist corrected a \$250.00 typo that was on the CPL as well.

## Preparation Room

- Respondent corrected the findings and has since implemented checks and balances for the preparation room:
  - Check prior to cases coming into preparation room;
  - Check after case exits the preparation room;
  - A check list is on the wall of the preparation room;
  - Linen closet has been placed in the preparation room for clean sheets;
  - Another container labeled “hazard” has been placed in the preparation room;
  - Cosmetics case is on the check off list; and
  - No full garbage bags in the preparation room.

## Description of Funeral Merchandise

- Management has implemented additional checks and balances on checking each and every casket that arrives in the funeral home.
- The funeral home will not accept any caskets without labels on every casket.
- Respondent corrected problems and they have since received labels and placed them on all three (3) caskets.

**Recommendation:**

- Consent Order with \$250.00 civil penalty and authorization for hearing.

A motion was made by Robert Starkey to accept Counsel’s recommendation.

Seconded by Wayne Hinkle

Adopted by voice vote

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**20. Case No.: L13-FUN-RBS-2013014771****Complaint:**

- On July 24, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Separate Records – Tenn. Code Ann. § 62-5-509
  - o Failure to maintain separate records containing the location of release, date of release, and manner of the final disposition of cremated remains.
  - o This same violation was found at the last inspection on December 6, 2012.
  - o A document presented was titled “Cremation Disposition Log” failed to contain the date of the release, location, and manner of the final disposition by the crematory.
  - o This required information also does not appear on the crematory log.
  - o Additionally, the document titled “Cremation Disposition Log” has no entries since May 2, 2013, more than 2½ months prior to this inspection.
- Funeral Director’s License – Tenn. Code Ann. § 62-5-306(d)
  - o Copy of current funeral director’s license required by this statute for crematory operator was not available at establishment during inspection.
  - o An Apprentice Funeral Director Registration certificate was available but expired on June 30, 2013.
  - o Crematory operator stated that he made a phone call to another location during the inspection and a copy of his current funeral director’s license was faxed to an office in the cemetery maintenance building adjacent to the Respondent establishment.
  - o Additionally, a copy of a funeral director’s license available at the crematory for another crematory operator expired on June 30, 2013.
  - o The other operator stated that he made a phone call and obtained the other individual’s current funeral director’s license as well.

**Response:**

- Failure to Maintain Log
  - o Respondent would state that the log is, in fact, deficient as it did not include the date of release as required.
  - o This shortcoming in the cremation disposition log has since been rectified by Respondent.

- As for “location of release,” all cremains are released from the crematory itself; despite this, Respondent will now include a separate column on its cremation disposition log for “location of release”.
- As for “manner of final disposition,” Respondent would contend that the cremation disposition log did, in fact, include this information in the column labeled “disposition.”
- It was understood by Respondent that the field representative had previously indicated that this method of reporting the “final disposition” was satisfactory.
- It was noted that the log book had not been updated since May 2, 2013, but at the time of the inspection, the log was being restored due to water damage caused by a leaking air condition unit.
- The cremation disposition log is now completely restored and up to date and available for inspection.
- Failure to provide copy of license
  - Up to date licenses for all of the crematory operators are now currently posted at the establishment and are available for inspection.

**Recommendation:**

- Consent Order with \$1,000.00 civil penalty and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel’s recommendation.

Seconded by Robert Starkey

Adopted by voice vote

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**21. Case No.: L13-FUN-RBS-2013014841****Complaint:**

- A field representative was driving near his home one day and witnessed a sign which read the name of the Respondent establishment.
- The field representative found this odd due to the fact that no building existed on that property.
- Field representative found that no application was submitted to the Board, nor does the Board have knowledge of the existence of this establishment opening a location in the future.
- The establishment does have a website already operating and linked to a local cemetery.

**Response:**



- It is unclear to Respondent how this sign violates any of the rules referenced in the complaint.
- Since funeral services are not being offered, nor is there even a building completed, which would be open to the public, it is unclear how that may be construed as deceptive or misleading to the public.
- The sign noticed in passing was put in place by the construction company to identify the construction project.

**Recommendation:**

- Letter of Warning.

A motion was made by Robert Starkey to accept Counsel's recommendation.

Seconded by Wayne Hinkle

Adopted by voice vote

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**22. Case No.: L13-FUN-RBS-2013015511**

**Complaint:**

- Complainant took issue with his name still being used and information being falsely communicated to consumers and businesses by the Respondent, who knows that Complainant is no longer a part of the establishment.
- Consumers and businesses have contacted Complainant with various complaints of his name being improperly used for death calls.
- Complainant has referred several individuals to the Board with directives for them to file a formal complaint.
- Complainant does know that manager continues to instruct and make service arrangements using Complainant's name.
- The manager informs consumers if a death call is received, that he is either on vacation or away from the office, and communicates to them that the Complainant told this person to handle the case.
- Complainant would not instruct the manager or any other person who is not a licensed funeral director to make arrangements regarding a service.

**Response:**

- Complainant's name is not used on any literature, contracts, marketing / advertising material, verbally, or with contracted answering service.
- Notice was given to the Board in writing that Complainant is now affiliated with another funeral home and is no longer a part of, nor does he represent, conduct business with / for, nor is he any longer affiliated with Respondent.

- Respondent submitted application for name change and was ultimately accepted and approved.
- No individual is acting as a “funeral director” without proper licensure.
- A licensed funeral director is present to provide services.
- If anyone calls the Respondent asking to speak to the Complainant, they are informed that the Complainant no longer works with Respondent.
- No one has ever claimed that the Complainant is on vacation or is out of the office.

**Recommendation:**

- Dismiss – Former business partners.

A motion was made by Wayne Hinkle to accept Counsel’s recommendation.

Seconded by Robert Starkey

Adopted by voice vote

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**23. Case No.: L13-FUN-RBS-2013015521**

**Complaint:**

- Complainant’s family member passed away on July 15, 2013, and the family tried to work a payment plan for \$950.00 with the funeral home as the family had no insurance.
- Respondent said they would discuss money later and the important thing was getting the body to the proper location.
- Complainant states that they met with funeral staff at 5:00 p.m. on July 16, 2013, but none of the parties present introduced themselves as a licensed funeral director.
- Also, the family was never provided a GPL.

**Response:**

- No response.

**Recommendation:**

- Consent Order with \$250.00 civil penalty for no response and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel’s recommendation.

Seconded by Robert Starkey

Adopted by voice vote

**24. Case No.: L13-FUN-RBS-2013015691****25. Case No.: L13-FUN-RBS-2013015701****Complaint:**

- On July 16, 2013, the Complainant's aunt passed away and the Complainant asked that the body be released to the funeral home of Respondent #24, believing it was still under current ownership she was familiar with.
- Respondent #24 failed to inform her that the establishment was no longer under the same management and had even applied to change its name.
- Manager for Respondent #24 instructed the Complainant that the previous owner was still part of the funeral establishment and informed the manager that all of the paperwork was in place and ready to go, even going so far as to give the Complainant the mistaken belief that the manager was speaking with the owner on the phone when the Complainant and her father came in to meet with the manager; however, he was actually speaking to the former owner's brother, Respondent #25.
- The Complainant states that the Respondent failed to provide her with a GPL, and the manager informed her that the pre-need funeral contract would not cover the costs of the services by today's prices when the Complainant's father pointed out that the pre-need contract should have covered the costs considering they originally entered into the contracts in 2007.
- Respondent #24 did inform the Complainant that the original owner should have placed the money for the pre-need contract in a trust account, but that was never done, so Respondent #24 had no money to cover the services.
- The Complainant eventually contacted the previous owner of Respondent #24 establishment and used the services of that individual and their new establishment.
- Complainant states that Respondent #25 offered to pay \$2,000.00 to cover the costs of the services.
- The Complainant was happy with the services rendered and asks that action be taken against the new management of Respondent #24 and Respondent #25 funeral establishment.

**Response:**

- No response.

**Recommendation:**

- Respondent #24 – Consent Order with \$250.00 civil penalty for no response and authorization for hearing.
- Respondent #25 – Consent Order with \$250.00 civil penalty for no response and authorization for hearing.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**26. Case No.: L13-FUN-RBS-2013015711**

**Complaint:**

- The owner of the Respondent establishment passed away July 1, 2013.
- A field representative stopped by the establishment on his way to the Nashville Office on July 29, 2013, and found the establishment was closed; however, when he called the phone number of the establishment, the owner's son answered the phone.
- He instructed the field representative that the family had no plans to operate the business at that time; however, when pressed as to what the establishment would do in the event they received a death call; the son instructed him that they had access to a funeral director who could handle a service if needed.

**Response:**

- No response.

**Recommendation:**

- Further investigation by field representative to determine whether the establishment is currently being operated.

A motion was made by Wayne Hinkle to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**27. Case No.: L13-FUN-RBS-2013016091**

**Complaint:**

- The Complainant's husband passed away in September of 2011.
- She is upset that his casket was placed in a small room in the funeral home for visitation and not in the chapel.

- An employee of the funeral home contacted the Complainant to make her aware of something, but would not tell her over the phone.
- When the Complainant made it to the funeral home, the employee took her aside to discuss selling her burial insurance, but then failed to provide the Complainant with the correct price.
- Complainant is upset because the employee was explaining the burial policies to her, and she was crying too much to be able to read the documents she was signing.
- Complainant is upset with the way the employee treated her.

**Response:**

- The employee asked to meet with the Complainant to provide her with bookmarks and free items they provide after the service.
- The husband was not placed in the chapel because he did not have a funeral service, but had a direct burial with only a limited time for the family to view.
- This was the choice of the Complainant to save money that she needed for other obligations.
- Respondent gave the Complainant a copy of the contract at the time of arrangements.
- Since it has been since 2011 that the decedent died, one would wonder why the complaint is just now being revealed.
- Respondent believes it's likely because the Complainant just attended a full traditional service in the chapel for her sister-in-law.

**Recommendation:**

- Dismiss

A motion was made by Robert Starkey to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

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**28. Case No.: L13-FUN-RBS-2013016721****Complaint:**

- Complainant states that they are a former employee of the Respondent and have reason to believe the Respondents are working illegally in the State of Tennessee.
- Complainant states that they found that over the past five (5) years, that they have had a listing in both local telephone books under the funeral home directors listing portraying themselves as a licensed funeral

- establishment, and in the Yellow Book Director of Funeral Homes published by Nomis Publications.
- Complainant has come across the imoruary.com and manta.com websites also list them as establishments doing Funeral Trade Embalming, both ground and air shipping.
  - On June 11, 2013, at 3:28 p.m., the Complainant received a phone call and text from the Respondent giving him instructions to pick up a decedent who had passed away at the local hospital for Tri-City Funeral Home in Benham, Kentucky.
  - Complainant was instructed to take the body to a local funeral establishment for her to embalm and the Complainant was instructed to leave a note informing the employees that this was a "(Respondent's Name) call".

**Response:**

- Complainant was employed for 18 months as an independent contractor only and never as a W-2 employee.
- He had the responsibility of picking up and transporting bodies upon request, and had no set hours and was one of several independent contractors employed by the Respondent.
- Respondent and his wife are both licensed embalmers and funeral directors in Tennessee and Georgia, and she's also licensed in Florida.
- During the time the Complainant worked with the Respondent, the Complainant approached the Respondent about assisting him in securing an automobile.
- Without advice of counsel, Respondent agreed to co-sign a note to permit the Complainant to purchase a vehicle.
- This vehicle was not the one used in the business, but was the Complainant's personal vehicle.
- Complainant failed to maintain insurance on the vehicle and fell behind on payments, resulting in the vehicle being repossessed.
- Due to this default, Respondent was forced to pay several thousand dollars.
- Complainant then ceased to be an independent contractor and has represented to third parties that he is now working for a competitor in the removal and trade embalming business.
- Respondent provides body transportation services for the local funeral service.
- The Kentucky funeral home contacted the Respondent about picking up a body at the hospital and embalming the body at a funeral establishment where the Respondent has a pre-existing agreement.

- Respondent transports bodies and routinely provides this service for a number of funeral homes in the area.
- They maintain no stand-alone structure of their own and perform embalming services at local funeral homes by arrangement with such funeral homes.
- Complainant references Respondents portraying themselves as licensed funeral home establishment, but this is simply not true.
- Also, nothing in the advertisements remotely provides an argument that the Respondents were running a funeral establishment.
- In fact, their advertisements specifically state they do not offer, provide, contract, service, or sell any funeral goods or services at need or pre-need to consumers.

**Recommendation:**

- Dismiss

A motion was made by Robert Starkey to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

**ADMINISTRATIVE MATTERS:**  
**ROBERT B. GRIBBLE, EXECUTIVE DIRECTOR**

**LICENSEE REPORT:**

**REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE  
DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF  
AUGUST 13, 2013 – OCTOBER 7, 2013**

<b><u>Establishments</u></b>	<b><u>Type of Change(s)</u></b>
Anderson Funeral Home Gallatin, TN	New Establishment
Baskerville Chapel Crockett County Alamo, TN	New Establishment
Weakley County Crematory Greenfield, TN	New Establishment
<b><u>Individuals</u></b>	<b><u>Type of License(s)</u></b>

Ava Lachelle Honeysucker Chattanooga, TN	Funeral Director/Embalmer
Chase Edward Larson Clarksville, TN	Funeral Director/Embalmer
Troy Wayne Smith, II Holly Springs, MS	Funeral Director/Embalmer
Ternisha Janel Thompson Memphis, TN	Funeral Director/Embalmer
Teresa Lynn Eads Ashland City, TN	Funeral Director
Earl Franklin Hilley Soddy Daisy, TN	Funeral Director Reciprocity
Calvin J. Meadows Montevallo, AL	Funeral Director Reciprocity

**CLOSED ESTABLISHMENT REPORT:**

One (1) establishment has reported closing since the last board meeting:

- **Bulls Gap Funeral Home, 108 North Main Street, Bulls Gap, TN**

**DISCIPLINARY ACTION REPORT:**

**REPORT OF CONSENT ORDERS ADMINISTRATIVELY ACCEPTED/APPROVED  
BY THE EXECUTIVE DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE  
PERIOD OF AUGUST 1, 2013 – SEPTEMBER 30, 2013**

Respondent:	Appalachian Funeral Home and Cremation Services, Johnson City, TN
Violation:	A funeral director practiced funeral directing and served as manager of the establishment while that individual's funeral director license was expired, failure to securely affix a permanent identification device to a deceased human remains, failure to make available records for inspection that are kept in the normal course of business and failure to provide a reason for embalming on contracts
Action:	\$1,100 Civil Penalty
Respondent:	Austin & Bell Funeral Home, Greenbrier, TN



Violation: Signage referred to the funeral establishment by a name other than the exact name approved by the Board, cremation authorization forms contained incorrect number of days regarding disposition of unclaimed cremated human remains and multiple aspects of the establishment's price lists did not comply with the Funeral Rule

Action: \$250 Civil Penalty

Respondent: Barry James Blakley, Moss, TN

Violation: Practiced funeral directing without being duly licensed

Action: \$250 Civil Penalty

Respondent: Davis-Campbell-McClain Funeral Home, Nashville, TN

Violation: Price lists referred to the funeral establishment by a name other than the exact name approved by the Board, failure to make available for inspection the latest copy of the crematory's license and inspection report utilized by the establishment, failure to provide a reason for embalming on a contract, failed to submit documents on the required size paper, multiple aspects of the establishment's price lists did not comply with the Funeral Rule and failure to respond to a complaint within the time specified in the notice

Action: \$750 Civil Penalty

Respondent: Family Funeral Care, Memphis, TN

Violation: Failure to provide a description of merchandise selected by the consumer on contracts prior to the consumer signing the contract and failure to respond to a complaint within the time specified in the notice

Action: \$750 Civil Penalty

Respondent: Family Mortuary, Inc., Memphis, TN

Violation: Immoral or unprofessional conduct (held a deceased human remains showing signs of decomposition for five months following her death whose family was unable or unwilling to pay for the funeral services), aided or abetted an unlicensed person to practice within the funeral profession, the license of an embalmer was not available for inspection, failure to securely affix a permanent identification device to a deceased human remains, failure to make available for inspection the latest copy of the crematory's license and inspection report utilized by the establishment and multiple aspects of the establishment's price lists and contract did not comply with the Funeral Rule

Action: \$1,000 Civil Penalty

Respondent: Foston Funeral Home, Clarksville, TN  
Violation: Conducted business while the establishment licensed was expired  
Action: \$1,500.00 Civil Penalty

Respondent: Golden Gate Funeral Home, Memphis, TN  
Violation: A funeral director practiced funeral directing and served as manager of the establishment while that individual's funeral director license was expired  
Action: \$500 Civil Penalty

Respondent: Hermitage Funeral Home & Memorial Gardens, Old Hickory, TN  
Violation: Funeral director failed to sign cremation authorization forms, failure to make available for inspection the latest copy of the crematory's inspection report utilized by the establishment, cremation authorization forms contained incorrect number of days regarding disposition of unclaimed cremated human remains, the licenses of a funeral director and an embalmer were not available for inspection, contracts referred to the funeral establishment by a name other than the exact name approved by the Board and failure to provide a description of merchandise selected by the consumer on contracts prior to the consumer signing the contract  
Action: \$500 Civil Penalty

Respondent: Jones & Son Funeral Home, Oneida, TN  
Violation: A funeral director practiced funeral directing and served as manager of the establishment while that individual's funeral director license was expired, the licenses of a funeral director and an embalmer were not available for inspection, failure to provide a description of merchandise selected by the consumer on contracts prior to the consumer signing the contract and multiple aspects of the establishment's price lists did not comply with the Funeral Rule  
Action: \$250 Civil Penalty

Respondent: Dennis Jones, Jr., Oneida, TN  
Violation: Practiced funeral directing and served as the manager of an establishment while funeral director license was expired  
Action: \$250 Civil Penalty

Respondent: J. W. Adkins Funeral Home, Nashville, TN  
Violation: Failure to timely submit an application for a change of ownership to the Board, failure to make available for inspection the latest copy of the crematory's license and

inspection report utilized by the establishment, funeral director failed to sign a cremation authorization form, failure to provide a description of merchandise selected by the consumer on contracts prior to the consumer signing the contract, failure to provide reason for embalming on contracts and multiple aspects of the establishment's price lists did not comply with the Funeral Rule

Action: \$500 Civil Penalty

Respondent: Memphis Funeral Home and Memorial Gardens, Memphis, TN

Violation: A cremation authorization form failed to include the telephone number of the crematory utilized by the establishment, failure to provide a description of merchandise selected by the consumer on contracts prior to the consumer signing the contract and failure to respond to a complaint within the time specified in the notice

Action: \$750 Civil Penalty

Respondent: Reginald K. Robinson, Sr., Memphis, TN

Violation: Unlicensed activity – engaged in the practice of funeral directing without being duly licensed as a funeral director

Action: \$250 Civil Penalty

Respondent: Woodhaven Funeral Home & Memorial Gardens, Powell, TN

Violation: Funeral director failed to sign a cremation authorization form, failure to have all surfaces, instruments, tables, fixtures and equipment cleaned and sanitized in the preparation room and all waste and soiled clothing properly disposed of and multiple aspects of the establishment's price lists did not comply with the Funeral Rule

Action: \$500 Civil Penalty

**OPEN COMPLAINT REPORT:**

As of October 7, 2013 there were 115 open complaints.

A motion was made by David Neal to accept the Executive Director's Report.

Seconded by Wayne Hinkle

Adopted by voice vote

**INDIVIDUAL APPLICATION:**

**Rhonda Jobe Harris**

**Funeral Director/Embalmer**

**Memphis, TN**

**Reapplication**

Upon motion by Wayne Hinkle and seconded by David Neal, based upon application record, this individual was approved for licensure.

Adopted by voice vote

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**ADJOURN:**

A motion was made by David Neal to adjourn.

Seconded by Wayne Hinkle

Adopted by voice vote

The meeting was adjourned by President Tony Hysmith at 11:33 a.m.

Respectfully submitted,

*Robert B. Gribble*

Robert B. Gribble, CFSP  
Executive Director