

TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS

MINUTES OF BOARD MEETING

NOVEMBER 12, 2013

President Tony Hysmith called the meeting to order at 10:04 a.m. in Conference Room 1-B, Davy Crockett Tower, Nashville, Tennessee.

Board members present: Tony Hysmith, President; Wayne Hinkle, David Neal, Jane Gray Sowell, Robert Starkey and Anita Taylor.

(Note: Mr. Neal entered the meeting at 10:25 a.m. during the discussion of the Board's financial position, and Ms. Sowell entered the meeting at 10:35 a.m. during the legal report.)

Board member(s) absent: W. T. Patterson, Vice President.

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 Anita Taylor

Adopted by voice vote

APPROVAL OF MINUTES:

A motion was made by Robert Starkey to approve the Minutes of the October 8, 2013 Board Meeting.

Seconded by Wayne Hinkle

Adopted by voice vote

Budget Close / Financial Position and Administrative Initiatives / Updates:

Bill Giannini, Assistant Commissioner, Division of Regulatory Boards, Kimberly Whaley, an Accountant 3 with the Assistant Commissioner's Office, and Director Gribble presented the Financial Recap for fiscal year July 1, 2012 through June 30, 2013, the Revenue and Expense Statement for FY12-13, and apprised the Board of new administrative initiatives.

**Board of Funeral Directors and Embalmers
Financial Recap
Fiscal Year July 1, 2012 – June 30, 2013**

Financial data was provided by the Assistant Commissioner's Office for the Division of Regulatory Boards of the Tennessee Department of Commerce and Insurance to the Board's Executive Director on October 4, 2013, for use in the compilation of this report.

Beginning Balance – July 1, 2012	\$ 812,674.00
Net Revenue (Earnings) for July 1, 2012 – June 30, 2013	\$ 442,342.00
Total Funds Available	<u>\$1,255,016.00</u>
Expenditures July 1, 2012 – June 30, 2013	\$ 371,015.00
Cost Backs (Cost Allocations charged to the Board from Administration and Legal)	\$ 169,621.00
Total Expenditures, Including Cost Backs	<u>\$ 540,636.00</u>
 Reserve Balance – July 1, 2013	 \$ 714,380.00

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-2013011141**
 2. **Case No.: L13-FUN-RBS-2013011142**

Complaint:

- The Complainant states that on May 26, 2013, a local radio station ran an advertisement for Respondents #1 and #2 offering a 10% discount on pre-need funeral contracts.
- Complainant states that when they reviewed the GPL for the Respondents, the "Funeral Plans" exclude the "Basic Services Fee";

- however, this does not add up to the 10% discount, just 7.56% - 8.32%, so the Complainant believes this to be false advertising.
- Complainant also believes the advertisement failed to include an itemized listing of each and every item, procedure, or service along with a price of the item.
 - Complainant states that the GPL lists a charge of \$225.00 for the "Grave Service and Funeral Equipment." However, on the OBCPL, it is not stated clearly whether the consumer is required to purchase this service and it does not state that it is included in the price of the vaults and grave liner, making this an additional charge that the 10% discount is offered on and reduces the amount of the discount, creating more misrepresentation.
 - The advertisements do not say whether the discounts are offered for both funeral and cremation plans, but the Complainant assumes the discount applies to both.
 - Complainant states that the discounts offered on cremation packages come nowhere close to a 10% discount.

Response:

- Respondents met with the station manager and found that an old radio advertisement was played over the radio, rather than the current advertisement that was supposed to play.
- The station manager provided a letter admitting to that happening.
- As for the GPL, the Respondents state that the field representatives have approved their GPLs and found no prior violations.
- The Respondents took action after receiving the complaint to make sure the word "discount" was replaced with "savings".
- Furthermore, the Respondents state that Tennessee law is not clear regarding how much itemization is required when the advertisement is on the radio with a very limited amount of time.
- Respondents believe that they were not misleading the public with the 10% claim, as the consumer must receive a copy of the GPL when meeting with funeral staff to make funeral arrangements, and the plans all provide for a 10% savings once the basic service charge is subtracted from the particular plan chosen.
- As for cremation plans, the advertisement only references funeral plans and not cremation plans; therefore, the advertisement only applied to funeral plans.
- Finally, as for the \$225.00 for "Grave Service and Funeral Equipment," the Respondents said that they do not state the price is included in the price of vaults and grave liners because they are not, and this is not an

additional charge upon which the 10% discount is offered, but rather an incorrect mathematical hypothesis by the Complainant, who assumes things that are not stated in the GPL.

Recommendation:

- Respondent #1 – Letter of Warning.
- Respondent #2 – Letter of Warning.

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

Seconded by Anita Taylor

President Tony Hysmith announced there would be a roll call vote, and the board members that were present voted as follows:

Roll Call Vote			
Board Members	Yes	No	Abstain
Wayne Hinkle	X		
Tony Hysmith		X	
David Neal	X		
Jane Gray Sowell		X	
Robert Starkey		X	
Anita Taylor	X		

Motion failed, three (3) Yes and three (3) No.

A motion was made by Wayne Hinkle to reconsider.

Seconded by Robert Starkey

Adopted by voice vote

A motion was made by Jane Gray Sowell to amend Counsel’s recommendation to a Consent Order with a \$500.00 Civil Penalty and authorization for hearing.

Motion failed for lack of a second.

A motion was made by Wayne Hinkle to accept Counsel’s recommendation for a Letter of Warning.

Seconded by David Neal

Adopted by voice vote

Member noted as voting contrary to the voice vote conclusion: Jane Gray Sowell

3. Case No.: L13-FUN-RBS-2013017321

Complaint:

- Employee (Complainant) of the Respondent states that they worked for the Respondent for thirteen (13) years.
- In June of 2013, the Complainant states that they were locked out of the establishment, then in August of 2013, they were asked to lend their knowledge and assistance for another service, and then the Complainant was informed after the funeral service that their services were no longer needed.
- Complainant filed with the Department of Labor and Workforce for back wages and money owed for expenses.
- Complainant stated that they were not paid hourly or minimum wage the thirteen (13) years which they worked for the Respondent.
- Complainant believes they increased business for the Respondent and they were out of town and received a death call that made the business an additional \$6,000.00.
- Complainant believes they are owed \$2,350.00 for paint supplies and overtime wages.

Response:

- Respondent believes no one is out to get the Complainant and believes Complainant has psychiatric issues that need to be addressed.
- No money is owed to the Complainant; in fact, it appears the Complainant owes money to the Respondent, as there have been a number of charges on the company credit card for personal use.
- The Complainant used company vehicles without permission, but Respondent never filed any claims against the Complainant.
- The Complainant started officially working for the Complainant in 2010, and did some work "as needed" from 2004 – 2010.
- At no time did the Complainant embalm any bodies, as this person has neither a funeral director's or embalmer's license.
- Duties included transporting families and assisting with funerals, manual labor around the funeral home, and servicing funeral vehicles.
- Complainant may have recommended the establishment to members of the public, but they did so on their own accord.
- Complainant terminated their own employment on June 10, 2013, and the locks were subsequently changed on July 2, 2013.
- Respondent provided numerous letters of support from local funeral directors stating that this is an unfortunate turn of events, and the

Complainant's health has declined in recent years leading to dementia and the Complainant suing numerous friends who had attempted to help.

Recommendation:

- Dismiss.

A motion was made by Anita Taylor to accept Counsel's recommendation.

Seconded by Wayne Hinkle

Adopted by voice vote

4. Case No.: L13-FUN-RBS-2013017961

Complaint:

- On August 2, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Licensing – Tenn. Code Ann. § 62-5-316
 - o The funeral establishment license expired on April 30, 2013, and it was not renewed until June 28, 2013.
 - o From May 1, 2013 – June 27, 2013, the Respondent arranged and or conducted funeral or cremation arrangements for eight (8) deceased individuals.
- Rule violation – Funeral Rule 0660-11-.06
- Direct Cremation with Alternative Container must be included on the GPL as required by the Funeral Rule.

Response:

- No response was received.

Recommendation:

- Consent Order with one thousand dollar (\$1,000.00) civil penalty (plus \$250.00 for no response) for a total civil penalty of one thousand two hundred fifty dollars (\$1,250.00) and authorization for hearing.

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

Seconded by Wayne Hinkle

Adopted by voice vote

5. Case No.: L13-FUN-RBS-2013018031

Complaint:

- On August 21, 2013, a field representative conducted a routine inspection of the Respondent establishment.

- Licensing - Tenn. Code Ann. § 62-5-313
 - o The decedent, who died on August 17, 2013, was embalmed, dressed, casketed, and her service was conducted on the evening of August 20, 2013 in the funeral home's chapel.
 - o Graveside services to be held on August 21, 2013 at 10:00 a.m.
 - o The field representative arrived at 8:00 a.m., no family was present, and the body lacked a permanent identification device. This is a repeat violation from 2012.
- Crematory – Tenn. Code Ann. § 62-5-107
 - o The current license for the crematory used by this establishment was not available for inspection.
 - o The cremation authorization form for one decedent was not signed by a licensed funeral director.
- Funeral Rule 0660-11-.06
 - o SFGSS – Of the files reviewed, the reason for embalming was not completed on two (2) contracts. This is a repeat violation.

Response:

- Respondent put new system in place requiring all removal personnel to place a permanent identification device on all individuals that are brought into the funeral home.
- New system should prevent any further repeat violations.
- Next, Respondent has stressed the importance of making sure the reason for embalming is clearly stated on the SFGSS. This violation was a mere oversight, and the Respondent was not trying to mislead the public.
- Respondent contacted the crematory to ensure they do have a copy of the current license on file.
- Licensed funeral directors have been told the importance of signing all cremation authorization forms prior to filing the decedent's folder.

Recommendation:

- Consent Order with \$750.00 civil penalty and authorization for hearing.

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

Seconded by David Neal

Adopted by voice vote

6. Case No.: L13-FUN-RBS-2013018091

Complaint:

- On July 29, 2013, a field representative conducted a routine inspection of the Respondent establishment.

- Grounds for denial, suspension, revocation of license – Tenn. Code Ann. § 62-5-317
 - o On the pre-arrangement contract of one (1) decedent, a charge was specified of \$2,500.00 for Basic Services of Funeral Director and Staff. The GPL in effect during that time listed the same service at \$2,000.00, the Respondent overcharging the consumer by \$500.00.
- Crematory – Tenn. Code Ann. § 62-5-107
 - o The crematory license for the crematory utilized by this Respondent was not available for inspection.
- Funeral Rule 0660-11-.06
 - o CPL – Respondent uses a catalogue form in lieu of a casket selection show room. Ten (10) caskets being offered in the catalogue for sale to the consumer need to be added to the CPL.
 - Batesville Casket Company –
 - Golden Sand 18 Gauge.
 - Aurora Casket Company –
 - Hermitage Hickory; Marquete Mahogany; Silver Hammertone 20 Gauge; Frontier Pine Flat Top; Light Copper 18 Gauge non-sealer; Southern Pecan; Fremont Solid Poplar; Urn II Cherry; and Imperial Solid Poplar.

Response:

- Respondent apologizes for the error and oversight in over-charging the consumer by \$500.00 as they copied the contract from another establishment verbatim.
- An updated license was supposed to be faxed to the Respondent after each inspection, as Respondent was allegedly placed on a mailing list; however, this obviously did not occur. Respondent has implemented in-house controls to make sure this does not occur in the future.
- As for the casket catalogue, the book had gotten out of order and some caskets were missing. This problem is being corrected by limiting the number of caskets in the catalogue.

Recommendation:

- Consent Order with \$500.00 civil penalty; advise them to refund the \$500.00 to the consumer who was overcharged and authorization for hearing.

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

Seconded by Robert Starkey

Adopted by voice vote

7. Case No.: L13-FUN-RBS-2013018101**Complaint:**

- On August 19, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Paper Size – Rule 0660-01-.02
 - o The SFGSS could not be produced in the correct proper size 8.5 x 11” paper at time of inspection.
- Funeral Rule 0660-11-.06
 - o On the CPL – in the selection showroom, one (1) casket (Blue Mist) being offered to the consumer had a price that was inconsistent with the CPL.
 - o On the CPL – Eight (8) caskets in the casket selection showroom were not listed on the CPL.
 - Primrose 20 Gauge; Polaris 20 Gauge; Revere Silver; Granite; Gemini White and Pink; Gemini Silver; Merlot 18 Gauge; and Imperial 18 Gauge.
- On the SFGSS – the reason for embalming was not completed on four (4) contracts.

Response:

- As for the reason for embalming, the Respondent states that their manager was a poor manager at the time; however, the current manager is aware of the importance of completing the SFGSS completely, especially the reason for embalming.
- As for the eight (8) caskets, Respondent had a current and correct CPL with those caskets in their computer and unknowingly had not accessed them at the time of inspection. Respondent has since made the correct CPL available to consumers.
 - o As for the SFGSS, Respondent has purchased a new machine that will allow them to reduce the size of the contracts.

Recommendation:

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

A motion was made by Anita Taylor to accept Counsel's recommendation.

Seconded by David Neal

Adopted by voice vote

8. Case No.: L13-FUN-RBS-2013018111**Complaint:**

- On August 15, 2013, a field representative conducted a routine inspection of the Respondent establishment.
- Crematory – Tenn. Code Ann. § 62-5-107
 - o The latest inspection report for the crematory utilized by this establishment was not available for inspection.
- Preparation Room – Rule 0660-11-.02
 - o The ventilation fan in the preparation room was not working properly.
- Funeral Rule 0660-11-.06
 - o On the GPL – under direct cremation, the high-end range on the CPL was inconsistent with the GPL.
 - o On the GPL – under direct cremation with casket selected from our funeral home, the high-end range was inconsistent with the CPL.
 - o On the SFGSS – On one (1) contract, the family was overcharged \$300.00 for the Doric Titan Outer Burial Container. On the unit being offered to the consumer in the selection room, the Doric Titan was priced at \$1,595.00; however, on the SFGSS, the price charged was \$1,895.00.

Response:

- A current inspection report for the crematory was obtained while the inspector was present.
- The ventilation fan in the preparation room was repaired and is in working order.
- GPL – The necessary changes were made to the GPL while the field representative was present.
- SFGSS – Upon review of the file by the funeral director in charge of arrangements, it was found that the price discrepancy was due to the deceased needing an oversize vault for burial.

Recommendation:

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

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

Seconded by Wayne Hinkle

Adopted by voice vote

9. Case No.: L13-FUN-RBS-2013014351**Complaint:**

- On July 11, 2013, the Complainant's father passed away at a local hospital, and the Complainant's brother, as Executor, gave the name of the Respondent establishment to the morgue with the idea that they would give final approval prior to the morgue releasing the decedent's body to any funeral establishment.
- The Complainant and siblings then went to the Respondent funeral establishment to discuss options.
- The Complainant explained that their father had no insurance, but his wishes were to be cremated; however, they needed to speak to their step-mother, who left the decedent 10-15 years prior, but were still legally married to each other.
- The Complainant and her family continued looking for their step-mother and informed the morgue that they had yet to make up their mind on a funeral home.
- The family chose a different establishment than the Respondent and contacted the morgue to inform them of this decision; however, the Complainant found that the body had already been released to the Respondent establishment.
- The Complainant stated that the manager at the Respondent establishment became enraged when they called to inform him that they were choosing a different establishment.
- Respondent informed the Complainant that one sibling gave him permission to go ahead and embalm the body, but that sibling denied ever speaking with the manager; furthermore, the manager stated that a person by the name of "Shelly" called him and told him to remove the body from the morgue, but no one by that name worked at the morgue.
- Complainant was able to reach their step-mother, who stated that the Respondent obtained her permission to remove the body.
- When the family went to the Respondent to take possession of the body, the Respondent stated that they wanted to be paid for embalming the body, but no one ever gave him permission to embalm the body.
- The family was not allowed to view the body for identification purposes, and the decedent's sister wired the money the next day to pay the Respondent for his services.
- The funeral services were held at the chosen funeral establishment on July 20, 2013, without the decedent's body, and the family did not receive the cremated remains until August 5, 2013.
- The cremated remains were given to the Complainant's step-mother, and the Complainant and family paid for the funeral services rendered.

Response:

- Respondent heard from Complainant's sister who retained the services of the Respondent funeral establishment.
- The hospital contacted the Respondent regarding making a removal from the hospital.
- The Respondent then received a phone call from another sibling about changing the services to another funeral establishment, and then the Respondent asked what the family would like to do, as he had already removed and embalmed the decedent's body, per the sister's request.
- Respondent spoke with the sibling and she admitted that the family had come in to check the Respondent's prices and then went to the second funeral home to check their prices as well.
- Respondent contacted the second funeral home and spoke to the manager who confirmed that the family came by to check prices, but there was also a step-mother involved, which the Respondent was not aware of the step-mother's involvement.
- Respondent then informed the other manager that he had the body at his establishment, and the second manager stated that he was not aware of the location of the decedent's body.
- The step-mother then contacted the Respondent and the Respondent asked her how she knew about the body's location at his establishment, as the family acted like they could not reach her, and she explained that they knew where she was and her son informed her of the need to contact the Respondent establishment for final arrangements.
- She came in the next day and made final arrangements for the decedent.
- The Respondent explained that the family requested the body be moved to the second funeral establishment, but the step-mother and the decedent's sister both stated that it makes no sense to move the body and they would like to leave the body with the Respondent, at which point the decedent sister has paid for the services.
- The Complainant and other family members never came back to the Respondent establishment to identify the body or to make any payment toward the expenses.

Recommendation:

- Dismiss.

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

Seconded by Wayne Hinkle

Adopted by voice vote

10. Case No.: L13-FUN-RBS-2013018381**Complaint:**

- On July 27, 2013, the Complainant and a group of friends met with two representatives of the Respondent establishment, at the request of the representatives, to discuss the importance of pre-planning a funeral and as an opportunity to present the services of the Respondent funeral establishment. More than twenty people were present.
- The representatives gave a presentation focusing on the need for pre-planning, and questions were asked by those in attendance.
- Afterwards, Complainants were requested to sign up for a home visit from either individual to go over their Planning Guide.
- At no time at the meeting were they given any price list.
- Direct questions were asked, but none of them answered.
- They were told that cremation is "about half" the cost of a traditional funeral.
- When pressed for an answer, they finally answered that a traditional funeral costs "more than ten thousand dollars."
- No real prices were ever given, and the Complainant states that those who had follow-up meetings told him that they never received a price list.
- One friend stated that one representative scolded them for selecting a less expensive service.

Response:

- The seminar was a general presentation focused on the benefits of pre-planning.
- Specific prices and price lists were not discussed during the seminar; however, price lists were available next to the seminar sign-in sheet in the event an attendee was interested in that information.
- At the end of the seminar, during the question and answer period, if an individual inquired about the specific prices for funeral arrangements, the funeral home offered to schedule separate appointments with those individuals and price lists were provided at the beginning of the scheduled appointments prior to the commencement of the funeral arrangement discussions.

Recommendation:

- Consent Order with \$250.00 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 amend Counsel's recommendation to dismiss.

Seconded by Jane Gray Sowell

President Tony Hysmith announced there would be a roll call vote, and the board members that were present voted as follows:

Roll Call Vote			
Board Members	Yes	No	Abstain
Wayne Hinkle	X		
Tony Hysmith	X		
David Neal	X		
Jane Gray Sowell	X		
Robert Starkey	X		
Anita Taylor		X	

Motion to Dismiss the complaint passed, five (5) Yes and one (1) No.

11. Case No.: L13-FUN-RBS-2013018391

Complaint:

- The Complainant's father-in-law recently passed away, and the family is trying to find a pre-need funeral arrangement that was made between the decedent and the Respondent.
- The Complainant provided a copy of the contract signed in 1977.
- They agreed to purchase a pre-need funeral package from the Respondent for \$1,595.00, payable over time through Harpeth Bank.
- Additionally, they purchased the grave markers on the same day from the Respondent for \$1,093.23, and both contracts were to be paid to Harpeth National Bank, Franklin, Tennessee. However, Harpeth National Bank sold to First Tennessee Bank.
- The contract states an Irrevocable Perpetual Care and Maintenance Trust Fund, which was set up through Harpeth Bank.
- The first contract for the grave markers was to have payments begin on February 1, 1978 for 60 months for a payment of \$18.22.
- The second contract for Pre-need Funeral Service for \$1,595.00 with payments of \$26.58 for 60 months was to begin on March 1, 1983.
- The decedent received a paid note document on their purchase of the grave markers on December 24, 1982 from First Tennessee Bank; however, they never received a paid document for the payments sent for the pre-need funeral services payments sent in the amount of \$26.58 each month, because it was not a note but a trust fund.
- The mother-in-law and father-in-law both claim they paid off their pre-need contracts; unfortunately, the father-in-law passed away in April 2013, and the funeral home was since bought out and cannot find any paperwork other than the contracts in the file.

- The parents have a signed contract to provide the funeral services, and they will not honor the agreement unless the mother can prove they made their payments for these services over thirty-five (35) years ago.
- The Complainant states that they cannot find any cancelled checks or other documentation, but states that the money should have been left in trust to accrue interest during this time.

Response:

- According to the purchase agreement for markers, payments were to be made for 60 months from February 1978 to March 1983.
- According to the note included with the complaint, the markers were paid in full.
- After payment was made in full for the markers, they were to begin making payments on the pre-need contract.
- The funeral home finds no record of payments being made by the parents for the funding of the pre-need funeral contract.
- It also seems that the mother is unable to locate any documentation such as a note similar to the one pertaining to the markers, stating that the pre-need contract was paid in full or any cancelled checks establishing payments made to the pre-need contract.
- The funeral home is unable to honor the pre-need contract without confirmation that the pre-need contract was fully funded.
- If they are able to produce any documentation to reflect payment, Respondent will be happy to review the documentation.

Recommendation:

- Close

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

Seconded by Jane Gray Sowell

Adopted by voice vote

12. Case No.: L11-FUN-RBS-2011028452**Complaint:**

- On October 19, 2011, a field representative conducted a routine examination of the Respondent establishment.
 - a. Grounds for denial, suspension, or revocation of license
 - b. The field representative determined that an embalmed body had fallen below the standard of care for the embalming of a body.
 - c. The body of Barbara Wright had been embalmed, and the viscera were separate from the body in a sealed Dodge Chemical

Company box and placed inside of the casket at the decedent's feet.

- d. Furthermore, the soiled clothing of the decedent was placed in a bio-hazard bag and placed at the decedent's feet.

Response:

- e. Grounds for denial, suspension, or revocation of license
- i. Respondent states that this establishment has never come under such allegations.
 - ii. The embalmed remains were brought to this establishment by an embalmer, and the viscera were treated with two bottles of cavity fluid, sealed in two plastic bags, placed in a cardboard box and sealed with clear postal tape.
 - iii. The decedent's name was clearly written on the box and it was identified as viscera.
 - iv. We are innocent until proven guilty and our typical embalmer was told that this practice is not out of the ordinary and included text:
 1. Embalming History, Theory, and Practice – used by John A. Gupton College to teach students proper placement of viscera – (1) placed within the body, or (2) prepared and placed in a separate container with the body in the casket or shipping case.
 - v. Respondent states they spoke with a Dodge Chemical Company representative who stated that this can be used for placement of viscera and viscera that is swollen or other reasons.
 - vi. As for the clothes being placed in bio-hazard bag with the body, I have never instructed any authorized employee to place a bio-hazard bag with personal clothing at the foot of a casket.
 - vii. These were the personal belongings of the decedent and the field representative never opened the bag of clothes to determine the condition of the clothes.
 - viii. I am unaware of any decision that the placement of personal belongings or treated viscera in a casket is unethical.

Recommendation:

- This matter was previously presented during the March 2012 board meeting. While counsel believes there is a likelihood a violation based upon these facts, the pending funeral board rules pertaining to professional standards would address these violations in a clear and more concise manner. Therefore, we recommend that this case be closed.

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

Seconded by Anita Taylor

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
 OCTOBER 8, 2013 – NOVEMBER 11, 2013**

Establishments

Trinity Memorial Centers
 Kingsport, TN

Type of Change(s)

New Establishment

Hardeman County Funeral Services
 Bolivar, TN

Location

Individuals

Alisa Carol Blackmon
 Eva, TN

Type of License(s)

Funeral Director/Embalmer

Dillon James Dickey
 Memphis, TN

Funeral Director/Embalmer

David Anthony Love
 Waynesboro, TN

Funeral Director/Embalmer

Kimberly Ann Seaman
 Nashville, TN

Funeral Director/Embalmer

Kenneth Dewayne Harris
 Gallatin, TN

Funeral Director/Embalmer
 Reapplication

Elissanne C. Hammonds
 Nashville, TN

Funeral Director

David Lee Walker
 Helenwood, TN

Funeral Director

John Alexander Myers

Embalmer

Greeneville, TN

Joshua Allen Carter
Greeneville, TN

Embalmer
Reapplication

CLOSED ESTABLISHMENT REPORT:

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

- **J. O. Patterson Mortuary, 2944 Walnut Grove Road, Memphis, TN**

OPEN COMPLAINT REPORT:

As of November 8, 2013 there were 122 open complaints.

A motion was made by Jane Gray Sowell to accept the Executive Director's Report.

Seconded by Anita Taylor

Adopted by voice vote

DISCUSSION OF POSSIBLE RULES – PUBLIC CHAPTER 437 OF THE PUBLIC ACTS OF 2013 REGARDING REMOVAL SERVICE REGISTRATION:

A motion was made by Wayne Hinkle to consider Emergency Rules at the Board's meeting on December 10, 2013 regarding Removal Service Registration. These emergency rules would include initial application registration fees, registration renewal fees, and minimum insurance coverage for removal services.

Seconded by Robert Starkey

Adopted by voice vote

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 11:57 a.m.

Respectfully submitted,

Robert B. Gribble

Robert B. Gribble, CFSP
Executive Director