

**TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**MINUTES OF BOARD MEETING**

**DECEMBER 13, 2022**

Vice President Anthony Harris called the meeting to order at 10:00 a.m. The meeting was conducted in Conference Room 1-B, Davy Crockett Tower, Nashville, Tennessee.

Board members physically present: Anthony Harris, Vice President; Fred Berry, Tonya Scales Haynes, Christopher Lea, and Pamela Stephens

Board member(s) absent: Charles Rahm, President, and Scottie Poarch

Staff physically present: Troy Bryant, Associate General Counsel, and Lisa Bohannon, Regulatory Board Administrative Manager

Staff virtually present: Robert Gribble, Executive Director

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**ADOPTION OF AGENDA:**

A motion was made by Fred Berry to approve the agenda as published.

Seconded by Christopher Lea

Adopted by Voice Vote

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**APPROVAL OF MINUTES:**

A motion was made by Fred Berry to approve the Minutes of the November 8, 2022, Board Meeting.

Seconded by Christopher Lea

Adopted by Voice Vote

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**LEGAL REPORT:**  
**TROY BRYANT, ASSOCIATE 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.: 202203841 – Funeral Establishment**

During the course of a routine inspection, the investigator determined that the manager for the Respondent Establishment had allowed their funeral director license to lapse, and had been expired for 21 days.

Note: This is one of the establishments for which the funeral director on the previous legal report was an establishment manager.

**Recommendation:**

- \$250.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Pam Stephens

Adopted by Voice Vote

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**2. Case No.: 202204115 – Funeral Director**

Complainant, mother of the deceased, stated that her son's life insurance check had been deposited without permission. Complainant provided little additional information to support the allegation.

Respondent replied stating the decedent's father presented a check from the life insurance company on April 27, 2022 in the amount of \$20,021.26 and the check was made payable to the deceased's estate and the father endorsed the check. The check was deposited into the establishment's account for the cost of the service, and later a refund check was issued to the decedent's father in the amount of \$15,104.26 (the principal amount minus the amount for the services). Respondent provided that the beneficiary of the policy of the decedent was the paternal great grandfather of the deceased. At the time of the decedent's death, the great-grandfather had also passed away. Respondent stated that the next of kin of the decedent's great-grandfather, his daughters, gave decedent's father permission to use the proceeds to pay for the funeral services. Further, Respondent provided that the father of the deceased stated that the Complainant does not have any claim to the insurance policy as the deceased had been in the

custody of the father continuously from age nine until the decedent's death. Respondent provided a copy of the insurance policy, death certificate of the great grandfather, and a letter signed by the great-grandfather's daughters giving permission to use the proceeds of the policy to handle the final arrangements.

**Recommendation:**

- Closure

A motion was made by Pam Stephens to accept Counsel's recommendation.

Seconded by Fred Berry

Adopted by Voice Vote

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**3. Case No.: 2022041851 – Funeral Establishment**

**4. Case No.: 2022041861 – Embalmer**

This complaint was opened following the establishment's routine inspection. During the inspection, the field representative discovered that the Respondent individual had allowed their funeral director and embalmer licenses to expire on June 30, 2022. The individual reinstated their licenses on August 16, 2022. The field representative stated that the individual did not meet with any families during the period of July 1 through August 15, but that the individual did handle six embalming cases during that time. The complaint was also opened against the establishment for aiding and abetting an unlicensed director and embalmer during the period that the individual's licenses had lapsed.

The Respondent individual replied stating that they admitted they embalmed six individuals during the period that they had an expired license and accepted responsibility adding that they did not intentionally violate the statute. Respondent stated that they were unaware that their license had expired; otherwise they would not have provided embalming services. Respondent stated with the initial notification of renewal, they either did not receive it or had misplaced it. Respondent provided that upon receiving notification that the license had expired; the license was renewed. Respondent apologized again for the oversight and said that it would not happen again.

**Funeral Establishment Recommendation:**

- \$250.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

**Embalmer Recommendation:**

- \$250.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Christopher Lea

Adopted by Voice Vote

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**5. Case No.: 2022042691 – Funeral Establishment**

Complainant alleged that Respondent establishment was allowing non-licensed employees to perform licensed activity. Complainant claims that when they brought this to the Respondent's attention, they were fired. Complainant further alleged that they were "repeatedly" referred to as an offensive term, and also alleged that proper ID tags were not placed on decedents and were instead identified with their names written on strips of duct tape.

Due to the nature of the allegations, this complaint was not sent for response and an investigation was conducted. The investigator met with Complainant who stated they had started working at Respondent establishment in September 2022 and that during their time there, three employees, none of which were licensed, made funeral arrangements without a funeral director present and that one of those employees also performed cremations without a licensed funeral director present. Complainant stated that they performed most of the embalming at Respondent establishment and when they were not working, an apprentice funeral director and apprentice embalmer performed the embalmings under the direction of a licensed embalmer at Respondent establishment. Complainant alleged that the embalmings done by the apprentice embalmer were unsatisfactory. Complainant stated that when their concerns were raised to the staff at Respondent establishment, they were terminated. Complainant finally stated that after attending a cookout where members of the Respondent establishment were present, one member of the staff referred to them as an offensive term on "several occasions."

The investigator met next with the office manager of Respondent establishment who stated that Complainant was hired on August 24, 2022 and worked as a licensed funeral director and embalmer. The office manager stated that during the seven weeks of Complainant's employment, for only three of the seven weeks did Complainant work an entire 40 hour week. The office manager stated

that Complainant regularly missed work due to personal issues. The office manager added that they became concerned about Complainant's hostile actions with other staff members. This all led to Complainant's termination. The office manager provided that no cremations, embalmings, or funeral directing had occurred without a licensed funeral director or embalmer present. The office manager (who the Complainant had alleged called them the offensive term) emphatically denied ever calling Complainant that. To support their statement, the office manager provided text message correspondences between her and Complainant and timecards for the Complainant that showed several weeks where Complainant failed to complete a 40 hour week. Additionally, the office manager provided that the Establishment had even agreed to pay Complainant's first month of rent in the interest of helping him move to the town in which the Respondent establishment was located and provided a receipt for Complainant's first month of rent.

The investigator spoke next to the owner and manager of Respondent establishment, a licensed funeral director and embalmer. The owner stated that Complainant had caused problems since their first week of employment stating that they were never on time and did not work the required hours. The owner stated there was a dress code in place for staff members to present in a professional manner and that Complainant never dressed in an appropriate manner, even after the owner had spoken to them directly about it. In total, the investigator spoke to seven different employees at Respondent establishment. Each corroborated the professional concerns expressed by the owner and office manager and each denied the allegations regarding unlicensed practice and stated that they never heard the office manager refer to Complainant with the offensive term.

Upon completing all interviews, the inspector examined thirty-seven funeral files and eighteen cremation files. The investigator found no evidence of unlicensed funeral staff members making funeral arrangements or performing cremations.

**Recommendation:**

- Closure

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Christopher Lea

Adopted by Voice Vote

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**6. Case No.: 2022046251 – Funeral Establishment**

Complainant, daughter of the deceased stated that her mother passed away on October 25, 2022 and had a pre-need agreement with Respondent from 2008. Complainant stated she spoke with the owner of the establishment to make arrangements on October 26, 2022 and alleged the following:

1. Respondent did not provide Complainant a price list during this meeting. Complainant stated that they requested a price list repeatedly on October 26<sup>th</sup>, October 31<sup>st</sup>, November 2<sup>nd</sup>, and November 3<sup>rd</sup>. Respondent stated that as of November 3<sup>rd</sup>, they still had not received a price list, and said that after calling Respondent establishment the secretary stated it couldn't be emailed but would have to be mailed. Complainant stated she did not receive the General Price List until November 9<sup>th</sup>.
2. Respondent informed Complainant that a steel box was required for burial. Complainant questioned this because their father and brother had been buried in the same cemetery and a steel box was not required those times.
3. Respondent "hurried" through the contract and the writing was difficult to read. Immediately after signing, Complainant stated they requested a copy of the contract, and Respondent indicated it would be sent. Complainant states they did not receive a copy of the contract until it was requested again on October 31, 2022. It was emailed to them at that time.
4. Respondent asked Complainant to name six pallbearers, Complainant identified four people but wasn't sure who else could fill the final two spots. Complainant contends that Respondent stated that wouldn't be a problem and that they could have two employees there to fill in. Complainant stated that this did not occur and that her two nieces had to fill the final two spots because no employees were available. Complainant provided a photograph to show that the nieces were in place as the final two pallbearers.
5. Complainant stated that the graveside service was planned for 2 o'clock but that there were no tents or chairs and that at 2:08 the

casket was still in the hearse. Complainant provided that the truck with the casket lowering apparatus did not arrive until 3:20.

Respondent replied stating that to the best of their knowledge, an outer container was required. Respondent stated that they had reached out to the cemetery to confirm whether this was the case, but contended that they never received a call back. Respondent stated that they ordered the container hoping that someone would tell them at the burial whether it was required, as it was just a steel box and could have been installed or taken away easily. Respondent stated regarding the set up at the cemetery for the graveside service, they had recently hired a new independent service for graveside set up. Respondent stated the independent person erroneously believed he had time to set up everything due to the assumption that there was a chapel service (it was a graveside service only with no chapel service). Respondent stated that they have refunded to Complainant charges for the steel box, its set up and taxes and a third party cost that Respondent had already paid for that Complainant chose to cancel.

Legal contacted Complainant to determine whether the refund had been received, and confirmed that as of December 10, 2022, Complainant had received the stated refund.

**Recommendation:**

- \$3,500.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

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**7. Case No.: 2022046591 – Funeral Director**

Complainant alleged that Respondent did not submit a death certificate to the son of the deceased and alleged that the insurance that paid for the services was fraudulently signed. Complainant stated that "it was believed" that the son of the deceased was the beneficiary and was intentionally excluded from that information.

Respondent replied stating that the person in charge of the decedent's arrangements was the decedent's brother. Respondent stated upon completion

of the arrangements, insurance verification through the insurance company was conducted to make sure that the benefit amount was sufficient to pay for the funeral expenses. Respondent stated following verification, the insurance beneficiary was determined to be the brother of the decedent, not the son of the decedent. Respondent further stated that the son had never been named as a beneficiary, or even secondary beneficiary of the policy. Respondent attached a copy of the insurance policy and documentation from the insurance company to show that the brother of the deceased had signed to receive the proceeds of the insurance fund.

**Recommendation:**

- Closure

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Christopher Lea

Adopted by Voice Vote

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- 8. Case No.: 2022039191 – Funeral Establishment**
  - 9. Case No.: 2022039231 – Funeral Director**
  - 10. Case No.: 2022039261 – Embalmer**
  - 11. Case No.: 2022039281 – Apprentice Funeral Director**

Complainant alleged unprofessional conduct against Respondent funeral home and Respondent funeral director/embalmer #1 and apprentice funeral director #2. Complainant provided that the deceased passed away on February 6, 2022. The children of the deceased and their uncle (brother of the deceased) wanted a viewing of the deceased prior to final disposition of the remains (cremation). According to Complainant's counsel, the uncle assumed the responsibility for all payment(s) and "took the lead in the desired arrangements and clearly communicated the family's wishes" to Respondent. Complainant said they began working with funeral director/embalmer #1, and claimed that the Respondent confirmed via telephone and other messages that the Respondent staff was aware of the family's wishes for a viewing/funeral ceremony. Complainant stated that this Respondent funeral director called and left a message on one of the family's phones acknowledging their wishes. Complainant contends that the viewing/ceremony was scheduled for Friday, February 11, 2022 at 4:00 p.m. However, two hours before the purported viewing/ceremony was to take place, Respondent called Complainant family and requested they come to the Respondent establishment office. Complainant stated that upon arrival, the family

was informed by Respondent that they had “mistakenly” cremated the deceased earlier in the week before the family had an opportunity to view the deceased. Complainant stated that Respondent provided the container holding the cremains of the deceased and indicated there would be no charge for the cremation. Complainant attached as an exhibit a text and audio recording of the voicemail left by funeral director #1.

The voicemail states in full: “Hello, this is [funeral director/embalmer #1 with funeral establishment] this message is for Ms. [next of kin]. [Next of kin], I just finished speaking to Ms. [presumably other member of the family] who informed me that you all did want to have an identification viewing for your mother, and I was calling to see if I can go ahead and set that up for either this coming Friday at 4:00 p.m. and I did also want let her know that the charge would only be \$125.00 in addition to the cremation and the two certified death certificates. If you could please give us a call back at [establishment phone number] thank you, and goodbye.”

Respondent replied through counsel stating that the decedent passed away on February 6, 2022 and that the decedent was cremated on February 10, 2022. Respondent dealt with the deceased’s daughter as next of kin who advised that the family wanted a cremation during a conversation on February 7, 2022, the daughter signed a cremation authorization form on February 7, 2022; however, the daughter advised she would not be able to pay for the cremation. Afterwards, the uncle (brother of the deceased), stated that he would be paying for the services. Respondent stated that the uncle did not request or reference funeral services or an identification viewing at this time. Respondent stated that they were contacted by phone on February 9, 2022 by the uncle about potential for an identification viewing. Respondent stated there was no request for funeral services. Respondent further stated that the uncle was not designated as next of kin and at no point had anyone in the family presented Respondent establishment an order appointing him as the administrator or executor for the deceased. Respondent stated that following that telephone conversation, funeral director/embalmer #1 attempted to call the daughter of the deceased, however the daughter did not answer, and the employee left a voicemail that is referenced in Complainant’s complaint. Respondent stated that the daughter did not respond to the voicemail until February 11, 2022, two days after the voicemail was left. Respondent further provided an exhibit to show that on the copy of the service fee sheet, there were no notations or markings indicating visitation services. Contrary to that, the only charges documented were direct cremation. Additionally, Respondent provided a blank copy of the fee sheet which

designated that a viewing and funeral service are not synonymous services as Respondent indicated Complainant seemed to be assuming. Respondent denies that the uncle took over control of arrangements other than payment stating that the daughter handled all of the arrangements, was the only family member to come in person, and that the daughter had signed the cremation authorization form. Since the uncle as a brother of the deceased is not the next of kin, and that all next of kin signed the cremation authorization form. Respondent maintains that no next of kin ever confirmed the request for either visitation or funeral services, came to Respondent establishment to revoke or rescind the cremation authorization, or executed or paid for any additional services. Respondent denies that any viewing/ceremony was scheduled for February 11, 2022 at 4:00 p.m. as no one in the Complainant family responded to funeral director #1's voicemail. From Respondent's perspective, Respondent establishment was only contacted on February 11, 2022 to let them know they were bringing clothes for the deceased. At this time, Respondent advised them that no identification viewing, or other service had been scheduled and that the cremation form was never rescinded because no one had contacted Respondent to the contrary, so the deceased had been cremated as originally directed and requested.

Timeline of events:

February 6, 2022: Decedent passes away

February 7, 2022: Family decides that they want a cremation for the deceased (cremation authorization form was signed this day)

February 9, 2022: Respondent contacted about a potential identification viewing but was contacted by members of the family that were not next of kin.

February 9, 2022: Funeral director/embalmer #1 attempts to call the next of kin and leaves a voicemail.

February 10, 2022: Deceased was cremated

February 11, 2022: First contact that Respondent has with the family following their February 9, 2022, voicemail stating they were bringing clothes for the deceased's viewing.

Based on the above, it appears that Complainant operated under the assumption that the uncle had taken over the arrangements and that mentioning wanting an identification viewing/viewing ceremony was sufficient to put the arrangement in

place. Likewise, Respondent, having dealt exclusively with the daughter of the deceased as the next of kin who made the arrangement decisions sought to reach out to the daughter to confirm that that was what the family wished to do. This is evidenced by the voicemail left by the Respondent on the daughter's phone one day prior to the cremation as purported by Respondent.

**Funeral Establishment Recommendation:**

- \$750.00 civil penalty authorize via Consent Order and formal hearing if necessary.

**Funeral Director Recommendation:**

- Closure

**Embalmer Recommendation:**

- Closure

**Apprentice Funeral Director Recommendation:**

- Closure

A motion was made by Fred Berry to accept Counsel's recommendation.

Seconded by Christopher Lea

Adopted by Voice Vote

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**REPRESENT(S)**

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**12. Case No.: 2022035741 – Funeral Establishment**

*Complainant alleged unprofessional conduct on behalf of Respondent Establishment. Specifically, Complainant stated that they performed embalming services for the Complainant and shipped the body to the Respondent establishment. Complainant stated that as of November 1, 2022, Respondent has yet to pay the bill. The services performed occurred shortly after the death of the decedent on November 5, 2021. Complainant stated that when they have spoken to Respondent on the phone, they contend that the bill will be paid, however, Complainant alleges they have yet to receive any payment for the outstanding \$2,886.82 invoice.*

*Respondent did not respond to the complaint.*

**Recommendation:** \$1,500.00 civil penalty (\$1,000.00 civil penalty for failing to pay the outstanding invoice plus \$500.00 for failing to respond to the complaint.) Authorize via Consent Order and formal hearing if necessary.

**Board Decision: \$2,000.00 CIVIL PENALTY. AUTHORIZE VIA CONSENT ORDER AND FORMAL HEARING IF NECESSARY.**

**New Summary:** Respondent submitted their reply to the Department on November 7, 2022, one day before November's board meeting. Due to this, the Respondent's reply was not received by Legal in time for last month's meeting. Respondent confirmed that they had contracted with Complainant to pick up and embalm the deceased. Respondent stated that the family used life insurance to pay for the funeral services, and that because of this, Respondent establishment had to wait for the death certificate, which was to be provided by Complainant, to send to the life insurance company. Respondent contended that it took six months for the Complainant to send the death certificate, thus delaying the process. Respondent stated that even after receiving copies of the death certificate, Complainant did not send certified copies of the certificate, so new certified copies at to be obtained from the Medical Examiner that determined death in the foreign state that the Complainant resided in. Respondent stated that in total, it took about seven months to receive the certified death certificate. Respondent admitted that they do owe Complainant the stated amount but contended that Complainant submitted a complaint before he could send payment. Respondent concluded by saying they would send the Complainant their check this week.

Complainant provided a rebuttal stating that they had sent the death certificates to the family, and the family confirmed that they too had difficulty getting in touch with Respondent. Complainant contends that they never agreed to wait for the insurance to pay and that Respondent had represented that they would pay them as soon as possible.

Legal contacted Complainant to determine whether they had received payment and Complainant confirmed they had not received payment at this time.

**New Recommendation:**

- Board's determination to remain the same, \$2,000.00 civil penalty, authorize via Consent Order and formal hearing if necessary.

A motion was made by Pam Stephens to increase the civil penalty to \$2,500.00 and authorize via Consent Order and formal hearing if necessary.

Seconded by Tonya Scales Haynes

An amendment was offered by Fred Berry (with Pam Stephens approval) to amend the new recommendation that if the Respondent does not pay the Complainant within 60 days, the civil penalty is increased to \$5,000.00 and authorized via Consent Order and a formal hearing if necessary.

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

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**PENDING RULES UPDATE:**

Troy Bryant, Associate General Counsel, stated that the Joint Committee Government Operations Review is meeting in January 2023 regarding the new rules, and the new rules should be effective in February 2023.

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

**LEGISLATIVE UPDATE:**

Our office has not received any official notification from either the Tennessee State Funeral Directors & Morticians Association or the Tennessee Funeral Directors Association regarding their intent to pursue new legislation during the upcoming legislative session. We extend an invitation to both associations and any other interested parties that would like to meet with our staff and legal counsel prior to the introduction of legislation affecting the Board of Funeral Directors and Embalmers.

**LICENSEE REPORT:**

**REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE  
DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF  
NOVEMBER 5, 2022 – DECEMBER 9, 2022**

**Establishment(s)**  
Eternal Peace Mortuary, LLC  
Memphis, TN

**Type of Action(s)/Change(s)**  
Initial Establishment

Raintree Cremation Services LLC  
Livingston, TN

Initial Establishment

**Individuals)**

**Type of License(s)**

Terry Robert Clinton  
Tunnel Hill, GA

Funeral Director and Embalmer  
Reciprocity – Georgia

Shelby Danielle Burkes  
Murfreesboro, TN

Funeral Director

Melvin Jacinta Smith  
Nashville, TN

Funeral Director

Kevin Alan Ferm  
Franklin, TN

Funeral Director  
Reciprocity – Florida

Haylee Katherine Ditzler  
Jonesborough, TN

Embalmer

Jack Anderson Partlow  
Lebanon, TN

Embalmer

Jason Andrew Dickinson  
Slidell, LA

Embalmer  
Reapplication

**CLOSED ESTABLISHMENT REPORT:**

There are no closed establishments to report.

**DISCIPLINARY ACTION REPORT:**

**These are Consent Orders that have been administratively accepted / approved by the Executive Director pursuant to Board authority and as reported on the October 2022 Regulatory Board Disciplinary Action Report**

Respondent: Dogwood Cremation Care, Acworth, GA  
Violation: Engaged in an act or practice that is misleading or deceptive and false advertising  
Action: \$250 Civil Penalty

Respondent: Melvin J. Smith, Nashville, TN  
Violation: Engaged in funeral directing and managing a funeral establishment with an expired funeral director license  
Action: \$2,000 Civil Penalty

Respondent: Smith Funeral Directors, Inc., Nashville, TN  
Violation: Permitted an individual to engage in funeral directing and managing the funeral establishment with an expired funeral director license  
Action: \$4,000 Civil Penalty

**OPEN COMPLAINT REPORT:**

As of December 8, 2022, there were 30 open complaints.

A motion was made by Fred Berry to accept the Executive Director's Report.

Seconded by Pamela Stephens

Adopted by Voice Vote

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**ESTABLISHMENT APPLICATION(S):**

**BATES-LOVE FUNERAL AND CREMATION  
ATTN: KENLEY LOUIS BATES, MGR.  
530 HIGHWAY 64 EAST, SUITE 6  
WAYNESBORO, TN 38485-3050**

**New Establishment**

**Ownership: Limited Liability Company**

**Owner(s): Bates-Love Funeral and Cremation, LLC, 527 Highway 64 West,  
Waynesboro, TN 38485-2355**

Upon motion by Fred Berry and seconded by Christopher Lea, based on the application record, this establishment application was approved for licensure.

Adopted by Voice Vote

Recorded as voting contrary to the conclusion: Anthony Harris

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**ELECTION OF BOARD OFFICERS FOR 2023:**

**President:**

Fred Berry made a motion to nominate and elect Anthony Harris as President of the Board for 2023.

Seconded by Pamela Stephens

Adopted by Voice Vote

**Vice President:**

Christopher Lea made a motion to nominate and elect Tonya Scales Haynes as Vice President of the Board for 2023.

Seconded by Pamela Stephens

Adopted by Voice Vote

**Appointment of Continuing Education Liaison:**

Fred Berry made a motion to appoint Christopher Lea as Continuing Education Liaison for 2023.

Seconded by Pamela Stephens

Adopted by Voice Vote

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**ADJOURN:**

A motion was made by Fred Berry to adjourn.

Seconded by Pamela Stephens

Adopted by Voice Vote

The meeting was adjourned by Vice President Anthony Harris at 11:06 a.m.

Respectfully submitted,

*Robert B. Gribble*

Robert B. Gribble, CPM, CFSP  
Executive Director