

TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS

MINUTES OF BOARD MEETING

APRIL 11, 2023

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, President; Tonya Scales Haynes, Vice President; Fred Berry, Scottie Poarch, Christopher Lea, and Pamela Stephens

Board member(s) absent: Charles Rahm

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

ADOPTION OF AGENDA:

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

Seconded by Christopher Lea

Adopted by Voice Vote

APPROVAL OF MINUTES:

A motion was made by Christopher Lea to approve the Minutes of the March 14, 2023, Board Meeting.

Seconded by Fred Berry

Adopted by Voice Vote

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

1. Case No.: 2023006771 – Funeral Establishment

Complainant, a former employee of Respondent establishment filed a complaint alleging unprofessional conduct. Specifically, Complainant alleged that Respondent aided and abetted unlicensed activity and other “unethical business practices.” Respondent stated that they were due to work their last day on February 14, 2023; however, due to the alleged business practices resigned as of February 10, 2023.

The owner replied on behalf of Respondent establishment stating that Complainant was the former general manager of the Respondent establishment. The owner stated that during Complainant’s tenure, he (the owner) was still in mortuary school and lacked a funeral director’s license, and that while completing their apprenticeship at the Respondent establishment, Complainant signed off on the quarterly reports and “rated [them] excellent in all categories on [the] final report” (the owner attached a copy of this report as an attachment). The owner described Complainant’s duties as “micromanaging every aspect of [the] staff” including disciplinary action against staff members, of which the owner states they hired six employees and fired six employees during their tenure, and were “heavily involved in all decisions relating to the funeral home.” The owner stated that since they were unlicensed at the time, they would often defer to Complainant’s judgment even if they disagreed with it. The owner stated that this resulted in losing several promising apprentices and assistants due to Complainant firing them or those persons quitting because of the “toxic work environment she created.” The owner stated that Complainant began looking for alternative employment whenever the owner received their funeral director license last summer, the owner said that though they intended to take the general manager position once it became vacant, the owner said they allowed Complainant to remain the general manager while seeking other employment. The owner provided that Complainant found alternative employment and put in their two weeks’ notice at the end of January. However, the owner recalls that on February 9th, a family that Complainant had worked with complained to a staff member regarding the services that Complainant had provided. During that conversation, the owner offered to assist with the services the next day. As Respondent contends, the following day after the service was conducted, Complainant confronted the owner as to why he had handled the service. The owner stated that they informed Complainant of the family’s complaint and contended that Complainant then called him a “liar” and accused him of meddling

with her client. The owner stated that this soon escalated to a heated exchange and that Complainant left the property, and that soon after, Complainant filed the complaint. The owner added that regarding allegations of unlicensed activity, that they have adequate licensed staff with four licensed funeral directors, three registered preneed sales agents, and four licensed embalmers.

The owner attached nine letters from current and past employees of Respondent establishment. Each employee corroborated the work environment as described by the owner and vouched that they were not aware of any unlicensed activity or “unethical business practices” as described by Complainant.

Complainant provided a rebuttal questioning the authenticity of some of the letters provided by the owner on behalf of Respondent establishment. However, Complainant did not further specify their allegations of unlicensed activity or “unethical and unlawful activity” with detailed or specific accounts.

Based on the above, the bulk of the complaint appears to be work related issues. However, for the remaining allegations, Complainant does not provide specific accounts of unlicensed or unethical activity allegedly conducted by Respondent establishment. In tandem with the documentation provided by the owner of the Respondent establishment corroborating their recollection of events, no evidence has been provided to support Complainant’s allegations.

Recommendation:

- Closure

A motion was made by Christopher Lea to accept Counsel’s recommendation.

Seconded by Fred Berry

Adopted by Voice Vote

Note: Board Member Pamela Stephens arrived at 10:06 a.m., prior to the presentation of this complaint.

2. Case No.: 2023006771 – Funeral Establishment

Complainant, a licensed funeral director in Virginia, alleged that Respondent was in arrears for several contracts for services rendered. Complainant stated that the outstanding invoices are from October 10, 2022 through December 24, 2022 for

\$25,595.00 in total. Complainant stated they have had a working relationship with Respondent for years, and that they routinely have a “running tab” with them and have previously always been good for funds owed.

Respondent replied stating that they had had some health issues which required them to be hospitalized in September of 2022 and to be on home health care for the month of October. Respondent stated due to his time out of the establishment, his staff took on additional responsibilities resulting in this invoice “falling through the cracks.” Respondent stated they had an additional medical procedure during the month of November. Respondent further provided that the staff member in charge of filing the insurance contracted Covid in December resulting in her missing work for two and a half weeks. Respondent stated she returned in January and began filing insurance to receive the funds. Respondent confirmed that they have historically had a running tab with Complainant and have always paid for services rendered. Respondent stated that the employee spoke with Complainant and explained the situation, and that they would provide payment as soon as possible. Respondent provided documentation to show that full payment had been rendered on February 16, 2023. Respondent also offered health records of himself and employee to show the period of extended leave both had experienced.

On February 16, 2023, Complainant contacted the Centralized Complaints Section in the Regulatory Boards Division of the department and requested that the complaint be withdrawn. Complainant confirmed that they had received payment in full, and that this was the only time they ever had to resort to filing a complaint.

Recommendation:

- Closure

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

Seconded by Christopher Lea

Adopted by Voice Vote

3. Case No.: 2023008161 – Funeral Establishment

Complainant, daughter of the deceased, alleged that Respondent establishment Respondent released the ashes of the deceased to a person who was not next of kin.

Respondent stated that upon receiving the call for removal, he received approval and contracted with the sister of the deceased. Respondent continued that the sister contracted with them regarding a cremation, and that throughout the arrangement process he met with the sister of the decedent. Respondent stated that the services were carried out on March 1, 2023 and that Complainant called on March 9, 2023. The manager was not at the office at the time of the call, so the call service requested that Complainant call back the next day. The manager stated after being made aware of Complainant's call, he called the sister of decedent who requested that Respondent not release the remains to the Complainant and that she would send a representative to pick up the cremains. Respondent stated the sister provided that there was a lot of contention within the family and that she was following the wishes of the decedent. Respondent stated the cremains were picked up by the representative of the decedent's sister and attached a form to show that the cremains had been released to the stated representative.

The sister of the decedent also provided a written statement corroborating Respondent's version of events. The sister specifically mentioned a difficult family dynamic and stated that Respondent establishment did not contribute to that difficult dynamic. Furthermore, the sister reaffirmed that she had made the arrangements with Respondent and that she had directly contracted with them, and requested that the cremated remains not be released to anyone but her or her representative.

The bulk of the complaint appears to be a family matter and issues involving next of kin determination. Based on the above, Legal would suggest closure with any remaining issues of next of kin determination to be determined by a court of competent jurisdiction.

Recommendation:

- Closure

A motion was made by Fred Berry to request that investigation obtain the authorization for cremation form for the next board meeting.

Seconded by Tonya Haynes

Adopted by Voice Vote

4. Case No.: 2023007001 – Funeral Establishment

Complainant alleged unprofessional conduct on behalf of Respondent establishment. Specifically, Complainant alleged that during the arrangement process, the prices changed several times and they were allegedly told that if they paid cash, the price could be reduced. Complainant further alleged that they picked a black casket and on the day of the service the casket was blue. Complainant alleged that Respondent claimed that "they were out of black caskets." Complainant finally alleged that when they received their bill the name on the bill did not match the employee they had worked with. Complainant alleges that they have called the employee they worked with several times in order to speak to the owner but claims that the employee did not allow them to speak to the owner.

Respondent replied stating that the issues in the complaint were never brought up by telephone or in person by any family to any staff or management at Respondent establishment. Respondent theorized that the complaint may be fraudulent and provided the following information in support of that claim. First, Respondent points out that Complainant did not mention the name of the deceased (Legal can confirm that Complainant did not provide the name of the decedent). Further, Respondent stated that when looking at the name of the Complainant when reviewing their records, no one from Respondent establishment recalls working or speaking with anyone by that name on or around the date of the incident, February 1, 2023. Additionally, Respondent searched records to see if Complainant was listed in their system as a family member to any serviced decedents, which she was not (Respondent provided an attachment to show this). Furthermore, Respondent also searched for decedents serviced with the last name of Complainant (since Complainant claimed to be the deceased's sister) and found no decedents with that last name who passed on or around February 1, 2023 (Respondent also provided an attachment to show this). Second, Respondent pointed out that Complainant failed to leave a phone number on the complaint form and provided an incorrect address. Respondent stated that they performed a Google search of the address provided which provided zero results. Additionally, Respondent stated that even when giving Complainant the benefit of the doubt by Google correcting the address from "avenue" to "street" (Complainant's provided address listed the address as an avenue rather than a street) the "street" address has no homes and is only vacant lots (Respondent provided an attachment to show this as well).

The only contact information Complainant provided was an email address. Legal emailed Complainant on March 29, 2023 requesting that they contact Legal. To date, Complainant has not contacted Legal.

Based on the above, Complainant has not carried their burden in their complaint against Respondent.

Recommendation:

- Closure

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

Seconded by Christopher Lea

Adopted by Voice Vote

-
- 5. Case No.: 2023002071 – Funeral Establishment #1**
 - 6. Case No.: 2023002091 – Funeral Establishment #2**
 - 7. Case No.: 2023002111 – Funeral Establishment #3**
 - 8. Case No.: 2023002131 – Funeral Director**
 - 9. Case No.: 2023002151 – Embalmer**

Complainant, an employee of parent company of Respondent establishment #1/#2, alleged that while in the cooler room at establishment #1, she discovered a box containing human viscera in the crematory area. Complainant clarified that though she was an employee of the business that owned this establishment and that she was not usually stationed for work at this location. Upon her arrival she began cleaning the establishment and the crematory area. Complainant stated she discovered a box with Respondent establishment #3's name on it, with the name of a decedent, and a date of 7-7-21 written on it. Due to its weight, Complainant recruited another employee to help her lift the box. Complainant asked the employee if they knew what was in the box, and he stated he did not and that he rarely went into that room because the door was always closed. Complainant stated that they tore the tape off the box and realized that there was human viscera within the box and retaped it. Complainant called funeral establishment #3 and asked them about the box. Establishment #3 stated according to their records, it was from an embalming they had done for funeral establishment #2 and they had given them the box when the decedent was returned to establishment #2. Complainant then called the manager of establishment #2 (Respondent funeral director) and asked if he was familiar with the decedent listed on the box. Complainant stated Respondent funeral director

indicated he was familiar with the decedent as he had done the decedent's funeral and buried him in July of 2021. Respondent further indicated he would have an employee come by and pick it up later. Complainant stated that she did not hear anything else regarding the viscera so she brought it to the president of the company's attention on December 30, 2022. Due to personal leave, Complainant stated that they would not be back to work until January 9, 2023, but that the president assured Complainant that it would be handled before she returned to work. Complainant stated that on January 9, 2023, they asked the employee who was supposed to pick up the viscera whether it was still at establishment #1. Complainant contends he said that it was, but that he was waiting to be told where to take it to. Complainant filed the complaint two days later on January 11, 2023.

Due to the nature of the allegations, the Department sent this case for investigation. On January 12, 2023, two investigators arrived at Respondent establishment #1 where the viscera was purported to remain. The two investigators made a thorough inspection of all areas of the establishment, including outside trash receptacles and areas outside the building. The investigators did not discover the box of viscera on the premises of the establishment. After speaking to an employee, the investigators discovered that the box of viscera had been relocated to a local crematory so that the viscera could be cremated. The investigators next traveled to establishment #2 and spoke to the manager (Respondent funeral director). Respondent provided additional context stating that the body of the decedent had started at a separate establishment for holding because the family was not sure whether they wanted a direct cremation or to have the body embalmed with a funeral ceremony. Respondent explained that the establishment that was holding the decedent did embalming services for Respondent establishment #2. Respondent stated that the body was not embalmed while there because the family had not given permission to embalm. Soon after, the family of the decedent decided to use Respondent establishment #3 instead, so the decedent was removed to that establishment. Soon after, the family again decided to move the decedent back to Respondent establishment #2, however establishment #3 had already embalmed the decedent. As such, establishment #2 paid establishment #3 for removal and embalming services. The decedent had their services performed at establishment #2 and the burial was performed soon after at a nearby cemetery. Respondent stated that in late December of 2022, they were informed by Complainant that the decedent's viscera had been discovered. Respondent stated that following the discovery, he tried to get in touch with the family of the decedent to let them know, and after several attempts due to a changed phone

number, Respondent visited the family's home to inform them about what they had found. Respondent stated that he explained to the family their options for disposal of the viscera and that he communicated to the family he would take full responsibility for the mistake. Eventually, after a good deal of discussion, the family decided to have the viscera cremated and scattered at the grave of the decedent. Respondent stated that the cremation authorization form was signed on January 5, 2023 and the viscera was picked up on January 6, 2023 by an employee of the crematory. Respondent further provided that he was planning to pick up the decedent's family on either January 16 or 17 to transport them to the cemetery and assist with scattering the ashes and stated there would be no additional charges to the family.

Soon after, the investigator was sent out to obtain more detailed statements from Complainant and all named Respondents. The investigator met again with Complainant who largely reiterated what had been stated in their complaint.

Next the investigator met with the office manager of Respondent establishment #3 (the establishment who embalmed the decedent). The office manager reiterated that originally the decedent had been at establishment #2 but was transferred to establishment #3 on July 7, 2021, and that the decedent was embalmed on the same day. However, later that evening, after several family members of the decedent requested that the decedent be returned to establishment #2, the decedent was again removed to establishment #2 on July 8, 2021 and establishment #3 was compensated for the removal and embalming. The office manager recalled that the person who made the removal for establishment #2 took the box containing the biohazard bag containing the viscera, but could not recall the name of the removal person. The manager provided that on December 20, 2022, she received a call from Complainant inquiring about the box of viscera discovered at establishment #1 with establishment #3's name written on it. Complainant provided pictures of the box to the office manager. The office manager stated she confirmed with Complainant, after pulling the file for the decedent, that someone from establishment #2 had picked up the decedent and box back in July of 2021 and that Complainant would need to check with establishment #2. The investigator asked the office manager their procedure in dealing with viscera following an embalming, the office manager stated that the viscera was placed in a bag and then placed in a box. If the body was to be buried, the box was placed between the decedent's legs in the casket and if the body was to be cremated, the box was placed in the cremation container and cremated with the body.

Next, the investigator met with the embalmer who performed the embalming of the decedent. First, the investigator asked the embalmer whether he recalled embalming decedent on July 7, 2021. The embalmer stated that he did and provided that the decedent was an autopsied case. The investigator showed the embalmer photographs of the box that the Complainant had taken, and the embalmer stated that it appeared to be his handwriting on the box. The embalmer provided that he left the box of viscera on top of the body for the removal person to take upon their arrival, but said that he was not present at the establishment when the decedent was removed. The embalmer stated that after embalming and suturing the deceased, his method is to place the organs in a box and seal it with tape, write the name of the deceased, date of embalming, and the name of the funeral home on the box. Then, the box would be placed in the foot portion of the casket below the mattress and springs. The embalmer stated that in their experience, in most cases, the viscera would not fit back in the body cavity of a decedent who had been autopsied, so in these instances, the organs would be placed in the box following treatment.

Next, the investigator met with the funeral director/manager of establishment #2 to follow up regarding Respondent's interaction with the decedent's family. Respondent provided that he met the family on January 17, 2023 at the cemetery and scattered the cremains of the decedent. Respondent provided a document signed by one of the family members verifying that the cremains had been scattered. The investigator asked the Respondent about establishment #2's process for treating the viscera of an autopsied decedent. Respondent prefaced that they were not a licensed embalmer, but the embalmer for establishment #2 would treat the viscera and place the viscera back in the body. If it was unable to be returned to the body cavity, the embalmer would notify him after the dressing and casketing the deceased, and the viscera would be placed in a container at the foot of the casket. The Respondent said that he and another employee did dress and casket the decedent, but that there was no viscera present with the body. Respondent stated he was not sure what delivery person brought the body of the decedent from establishment #3 to establishment #2.

Finally, the investigator spoke to the family, specifically the mother, of the decedent. The mother provided that she wanted to use establishment #2 and Respondent funeral director and contacted them to pick up the decedent. At some point, it was recommended to her to use establishment #3 and she agreed to have the decedent removed to that funeral establishment. However, following the decedent's removal, the mother stated that some family members were upset and did not want to use establishment #3, so she agreed to have the decedent

returned to establishment #2. The mother stated the visitation and funeral services were conducted at establishment #2 on July 12, 2021. On January 5, 2023, the mother recalled that Respondent funeral director came to their residence and informed her and her husband that the decedent's organs had been found and were not buried with decedent in July of 2021. The mother stated, at Respondent funeral director's suggestion, they agreed to have the organs cremated and to scatter the ashes on the decedent's grave. The mother stated that she signed all cremation paperwork granting permission for the organ's cremation. On January 17, 2023, she, her husband, and friend met Respondent funeral director at the cemetery and scattered the cremated remains on his grave. The mother stated that Respondent funeral director accepted full responsibility for the error.

Based on the above, legal would state the following:

Establishment #1: Violation of professional conduct regarding the box of viscera that remained at the establishment following the burial of the decedent.

Establishment #2: Unprofessional conduct for the employee/agent of Respondent establishment for the driver responsible for the removal of the decedent and box of viscera. The viscera, along with the decedent, was to be returned to establishment #2. Respondent's driver/agent did not deliver the viscera to establishment #2.

Funeral Establishment #1 Recommendation:

- \$1000.00 plus ½ costs of investigation. Authorize via Consent Order and formal hearing if necessary.

Funeral Establishment #2 Recommendation:

- \$250.00 civil penalty plus ½ costs of investigation. Authorize via Consent Order and formal hearing if necessary.

Funeral Establishment #3 Recommendation:

- Letter of Warning

Funeral Director Recommendation:

- Letter of Warning

Embalmer Recommendation:

- Letter of Warning

Board Actions:

Funeral Establishment #1:

A motion was made by Christopher Lea for a \$1000.00 civil penalty plus $\frac{1}{3}$ costs of the investigation. Authorize via Consent Order and formal hearing if necessary.

Seconded by Fred Berry

Adopted by Voice Vote

Funeral Establishment #2:

A motion was made by Christopher Lea for a \$250.00 civil penalty plus $\frac{1}{3}$ costs of the investigation. Authorize via Consent Order and formal hearing if necessary.

Seconded by Fred Berry

Adopted by Voice Vote

Funeral Establishment #3:

A motion was made by Pamela Stephens for a \$250.00 civil penalty plus $\frac{1}{3}$ costs of the investigation. Authorize via Consent Order and formal hearing if necessary.

Seconded by Fred Berry

Adopted by Voice Vote

Funeral Director:

A motion was made by Christopher Lea to accept Counsel's recommendation (Letter of Warning).

Seconded by Tonya Haynes

Adopted by Voice Vote

Embalmer:

A motion was made by Pamela Stephens to accept Counsel's recommendation (Letter of Warning).

Seconded by Fred Berry

Adopted by Voice Vote

10. Case No.: 2023009411 – Funeral Director

Complainant, a licensed funeral director, alleged unprofessional conduct on behalf of Respondent funeral director. Specifically, Complainant stated that on February 14, 2023, they made arrangements for a decedent and during that process the decedent's daughter provided a deed and contract showing an outer burial container and an opening/closing fee pre-paid to a cemetery. However, the phone number to the cemetery was not a working number. Complainant stated that they called a funeral home in the same city as the cemetery and inquired about a contact. Complainant alleges that they were told that they would have to go through the funeral home (the one Complainant had called) to schedule a burial at the cemetery. Complainant stated they scheduled the burial and faxed the contract to the funeral home and confirmed that it had been received. Complainant stated that they requested to be contacted if there were any questions regarding the provided documentation, and Complainant stated that they never received a call. On February 17, 2023, Complainant stated they traveled to the cemetery for the burial. However, upon arrival, a grave had been opened but no burial container had been delivered or set up. Complainant stated they called the funeral home and were allegedly told by a funeral director "it sounds like you have a problem." Complainant called Respondent who stated that the call center had only told her that the grave needed to be opened. Complainant stated that Respondent explained the circumstances around the cemetery being abandoned and that the funeral home only handles scheduling burials and arranging the opening and closing of graves. Complainant stated that had they been made aware of the status of the cemetery up front, the issue could have been resolved.

Respondent replied, supplying larger context for the history of the cemetery. Respondent stated that in March of 2013 the owner of the cemetery passed away and left the cemetery to his son. Respondent stated that the son was in control of it for more than a year, but "due to gross mismanagement on the part of his father," the son was not able to continue operating the cemetery. The son ultimately walked away from the cemetery. Soon after, Respondent stated they were contacted by the Burial Services Section of the Regulatory Boards Division

of the department requesting to be put in touch with property owners willing to assume its management as a nonprofit entity. However, several years ago, due to additional hard times, the cemetery was taken over by a bankruptcy court. Respondent stated the funeral home was asked by the court to help them run the cemetery by marking graves and arranging opening and closings. Respondent agreed and stated that since that time, they have received no help or assistance from the court, and have received no compensation for their work. Respondent stated that in the case at hand, they were contacted by a funeral home to arrange for the opening and closing of the grave for a family. Respondent stated this was done, but due to misinformation, the funeral home did not realize that they were responsible for the outer burial container and grave set up. Respondent stated when they were contacted on the day of the service, they immediately began trying to find a solution to the problem, including using a container kept at the cemetery for such emergency situations. However, unfortunately, nothing could be done that day in a timely manner, and the burial was rescheduled to the next afternoon. Respondent stated that they did not receive a message to call anyone back and that neither did Complainant ever call back to confirm the opening and closing of the grave. Respondent concluded by saying that the grave had been opened in accordance with the signed interment order stating a concrete box was to be used.

Based on the above, Complainant has not provided evidence on part of Respondent for a violation of applicable statutes or rules.

Recommendation:

- Closure

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

Seconded by Christopher Lea

Adopted by Voice Vote

11. Case No.: 2023007481 – Funeral Director

Complainant alleged unprofessional conduct on behalf of Respondent funeral director. Specifically, Complainant stated that on February 17, 2023 they arrived at the cemetery to bury the decedent, however Complainant stated there was no vault, just an open grave. Complainant stated that the man who had dug the grave was told that a funeral home had taken over the cemetery and claimed to have been allegedly told by Respondent that it was not his responsibility. They

were unable to bury the decedent since there was no outer burial container, Complainant went to the funeral home and claims that Respondent told them that the cemetery had gone under several years ago and that this funeral home was not responsible for fulfilling previous agreements. Complainant alleged that Respondent was “uncaring” and replied “well, I don’t know what to tell you” regarding the former contract with the cemetery. Complainant alleged that Respondent was “unwilling and uncooperative” and laughed when Complainant told Respondent he should be ashamed of himself. Further, Complainant stated that they were unable to locate Respondent’s license and thus theorized that he was not actually licensed.

Note: Respondent is a licensed funeral director with the State of Tennessee.

Respondent replied and provided a timeline of events stating that Complainant contracted services with a separate funeral home. That funeral home contacted the funeral home he was employed at for an opening/closing for the grave. Respondent stated this was the only service conveyed to the funeral home, and the only service that the funeral home is responsible for regarding that cemetery. On February 17, 2023 at 2:00 p.m. the funeral director for the funeral home called Respondent’s funeral home stating there was no outer burial container or grave set up. Respondent stated this was the first time he had ever spoken to or interacted with Complainant or that funeral director, and again reiterated that the funeral home’s only obligation was to arrange for the marking and opening/closing of the grave and that no prior conversation regarding a contract for additional merchandise and services was ever had. Respondent stated the first contact they had with Complainant and their family was when they arrived at the front office. Respondent stated five to six people, all of whom were very vocally and visibly upset, “aggressively demanded” an explanation regarding the grave’s preparation. Respondent stated they remained professional and explained that the funeral home acted only as a third party for marking and opening/closing the grave. Respondent stated they explained the history of the cemetery and the past issues with the perpetual care fund, and that the funeral home was only responsible for marking and opening/closing the grave. Respondent stated that they politely shared that he could not immediately fix the issue regarding the outer container. Respondent reiterated that the family was extremely angry and had perhaps been misinformed as to the role of the funeral home. Respondent contends that the family remained “hostile and combative in gestures, tone, and conversation.” Respondent denies laughing or being disrespectful to Respondent in anyway, and that he simply could not fix the

problem that was created by a cemetery that voided or did not uphold their contract due to misappropriate management.

Recommendation:

- Closure

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

Seconded by Tonya Haynes

Adopted by Voice Vote

REPRESENT(S)

12. Case No.: 2020078181 – Funeral Director

13. Case No.: 2020079131 – Embalmer

These matters were previously presented to the board at its February 9, 2021 board meeting as follows:

This is an ex-employer complaint alleging unprofessional conduct and theft by the Respondent. Specifically, the Complainant states that in July 2020 they discovered that pre-need funds were not deposited within the fifteen (15) days required by law. The Complainant states that they confronted the Respondent and admitted that they did not deposit the funds. The Complainant states that the respondent paid back the missing funds and that in August 2020 the Respondent was terminated. The Complainant states that they conducted an investigation and in September 2020 they discovered that an entire funeral file was missing. The Complainant states that there was no record for any funds received by the family. Complainant states that they contacted the next of kin who stated they paid cash up front and then made a check payable to the Respondent.

Respondent provided a lengthy response indicating the following:

- 1. The money from the first preneed contract was stolen while in the Respondent's care and the Respondent did not inform their ex-employer out of fear and shame.*
- 2. Respondent states that the consumer did not pay \$400.00 cash up front and that all other payments were brought to the funeral home.*

This complaint was sent for investigation. In January 2021, a Board Field Investigator interviewed and obtained documents from the various parties involved. The Board field investigator discovered violations including that the Respondent failed to Deposit \$6,100 of pre-need funeral funds within the fifteen (15) days required by law, plus \$2,500 in another instance of pre-need funeral funds; however, the \$2,500 was later paid to the funeral home on the funeral account. Additionally, a consumer check for \$1,300 was written to the Respondent and deposited into Respondent's personal account. The Respondent engaged in fraudulent and deceptive practices

Recommendation: *Authorization for a formal hearing. Authorization for suspension of funeral director and embalmer licenses for a period of six calendar months, beginning on the first day of the month following execution of Order, a civil penalty of \$1,000.00, ten hours of continuing education courses approved by the Board, and successfully pass the Tennessee Laws, Rules, and Regulations Examination via Consent Order. Additionally, the Consent Order shall include that the Respondent cannot work, perform services, or be associated in any manner with a funeral establishment during the suspension period.*

Board Decision: *Authorization for a formal hearing. Authorization for suspension of funeral director and embalmer licenses for a period of twelve calendar months, beginning on the first day of the month following execution of Order, a civil penalty of \$1,000.00, ten hours of continuing education courses approved by the Board, and successfully pass the Tennessee Laws, Rules, and Regulations Examination via Consent Order. Additionally, the Consent Order shall include that the Respondent cannot work, perform services, or be associated in any manner with a funeral establishment during the suspension period.*

NEW SUMMARY: On March 31, 2023, Respondent signed a form surrendering their funeral director and embalmer licenses as offered resolution of the two opened complaints.

RECOMMENDATION: Closure of both open complaints based on Respondent's surrender of both funeral director and embalmer licenses.

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

Seconded by Christopher Lea

Adopted by Voice Vote

ADMINISTRATIVE MATTERS:
ROBERT B. GRIBBLE, EXECUTIVE DIRECTOR

LEGISLATIVE UPDATE:

HB0939/SB0934 – Funeral Directors and Embalmers

Reduces from 180 days to 90 days, the amount of time in which an operator of a crematory facility must wait from the date of cremation before interring, entombing, or inurning unclaimed cremated human remains.

HB0074/SB0255 – Education

Updates the terms “general education development credential,” “high school equivalency test,” and variations of the terms to “high school equivalency credential.”

HB1173/SB1197 – Insurance Companies, Agents, Brokers, Policies

Requires an insurer to provide the names of the beneficiaries of the decedent's life insurance policy, the benefit amount under the policy, and other information requested by a funeral director or funeral establishment that contacts the insurer on behalf of the decedent's family.

HB0242/SB0307 – Anatomical Gifts

Requires the individual that signs the death certificate of a decedent, or an agent of the individual, to ask whether the family or other appropriate person wants to make an anatomical gift of the decedent's body or part; prohibits a procurement organization from contacting the family or other appropriate person if the family or other appropriate person refused to make an anatomical gift of the decedent's body or part.

HB1094/SB1114 – Anatomical Gifts

Requires a procurement organization or such organization's designee, that contacts an individual following the death of the decedent for purposes of allowing the individual to make an anatomical gift to explain to the individual that the individual can designate the decedent's whole body or a part; the process of making an anatomical gift and the condition the decedent's body will be in after the completion of the process, and that the decedent's body may be in a condition that necessitates cremation of the remains.

HB0023/SB0027 – Open Meetings

Requires governing bodies to make agendas of meetings and supplemental meeting documents available to the public at least 48 hours prior to the meeting.

Website for Legislative Bill Searches:

<http://wapp.capitol.tn.gov/apps/billsearch/BillSearchAdvanced.aspx>

LICENSEE REPORT:

REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF MARCH 11, 2023 – APRIL 7, 2023

| <u>Establishment(s)</u> | <u>Type of Action(s)/Change(s)</u> |
|---|--|
| Whispering Winds Crematory Winchester, TN | Change of Ownership |
| Watson Funeral Home & Memorial Park Winchester, TN | Changes of Name & Ownership |
| Hamlett-Dobson Crematory Fall Branch, TN | Change of Location |
| <u>Individuals)</u> | <u>Type of License(s)</u> |
| Ashley Peyton Forrester Dunlap, TN | Funeral Director and Embalmer |
| Chloe Renise Franks Cherokee, AL | Funeral Director and Embalmer |
| Masynn Mackenzie Galyon Spring Hill, TN | Funeral Director and Embalmer |
| Marquis Samuel Jackson Smyrna, TN | Funeral Director and Embalmer |
| Lacy Renee Smith Oak Ridge, TN | Funeral Director and Embalmer |
| Ralph Jeffrey Austin Luray, TN | Funeral Director and Embalmer Reapplication |
| Joseph Boyd Grimm Clinton, TN | Funeral Director Reciprocity – Kentucky |
| Lawrence Alexander Rose Kingsport, TN | Embalmer |

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 February 2023 Regulatory Board Disciplinary Action Report

Respondent: Companion Funeral & Cremation Service, Cleveland, TN
Violation: Did not act in a professional manner (cremated body of the deceased prior to the set time of the family's scheduled visit to view the deceased)
Action: \$750 Civil Penalty

Respondent: Shackelford Funeral Directors, Waynesboro, TN
Violation: Violated statutes pertaining to the prearrangement or prefinancing, or both, of a funeral
Action: \$500 Civil Penalty

OPEN COMPLAINT REPORT:

As of April 6, 2023, there were 29 open complaints.

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

Seconded by Tonya Haynes

Adopted by Voice Vote

NEW BUSINESS:

Appointment of new board member for West Grand Division –
This appointment has not been made yet but anticipated to be forthcoming in the not too distant future. Mr. Rahm remains a board member until the appointment of his replacement.

Renovation of Conference Rooms 1-A and 1-B –
Board staff has not received notification yet of specific dates for renovations to these conference/meeting rooms but expect to hear more information within the next few weeks.

ADJOURN:

A motion was made by Pamela Stephens to adjourn.

Seconded by Fred Berry

Adopted by Voice Vote

The meeting was adjourned by President Anthony Harris at 11:25 a.m.

Respectfully submitted,

Robert B. Gribble

Robert B. Gribble, CPM, CFSP
Executive Director