

# TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS

## MINUTES OF BOARD MEETING

**AUGUST 29, 2023**

President Anthony Harris called the meeting to order at 10:08 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, Pamela Stephens, and Wendell Naylor.

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

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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 Pamela Stephens to approve the Minutes of the June 13, 2023, Board Meeting.

Seconded by Fred Berry

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.: 2023011631 – Funeral Establishment**

Complainant, a competitor funeral establishment, stated that on February 13, 2023 they received a call from an employee of Respondent establishment stating that they had received a decedent that should have been brought to Complainant. Respondent provided Complainant the contact information of the next of kin. Complainant alleged that when speaking to the next of kin, they said that the paperwork was confusing because they were under the impression they were using Complainant's service, but the paperwork said it belonged to Respondent establishment. Complainant stated they called Respondent back to let them know that the decedent was in fact supposed to be at their location as the next of kin was filling out their paperwork. Complainant stated that a similar occurrence happened on March 2, 2023 when Complainant received a call inquiring about their loved one to be picked up from the medical center. After speaking with the next of kin, Complainant determined that they had believed they called a 1-800 number for a very similar sounding establishment, and that they were filling out the paperwork for Respondent establishment. Complainant informed them that they are not associated with Respondent and that they would need to call them directly.

Respondent replied stating that they made the initial call in February because the hospice paperwork showed Complainant's address and that they were trying to do the right thing by contacting them since their address was listed. Respondent stated once it was discovered that it was not Complainant's case they met with the family. Respondent stated that the family brought in some old, outdated paperwork from when they had worked with the similarly sounding establishment in the past. Respondent informed the family that they had changed their paperwork, and that ultimately, they did not feel comfortable performing the cremation and declined the case. Respondent referred the family to another funeral establishment. Respondent admits that the situation is confusing in their area because the establishment they had previously performed cremations for, and the Complainant are very similarly named establishments.

Note for added context: Although neither Complainant or Respondent articulated it in their complaint or reply, it appears that Respondent would perform cremations for an establishment with a similar name to Complainant's establishment name. Due to circumstances, Respondent has severed the working relationship with the similarly named establishment.

Out of utmost caution, Legal sent this case for investigation. First, the investigator spoke to two members of Complainant establishment who largely reiterated what had been in their complaint. One employee stated that over the years several families and even hospitals had called them intending to speak with the similarly named establishment. The investigator spoke next to Respondent who stated that in the past they had performed cremations for the similarly named establishment, but that they were no longer doing so. Respondent stated that while working with the family, Respondent became increasingly uncomfortable with the circumstances, and ultimately referred the family to a different funeral establishment. Respondent stated he did his best to handle the situation in as professional a manner as possible including making the removal, contacting a competitor, meeting with the family, storing the body in a refrigeration unit, honoring the request to release the body to another establishment when the family had procured a new one, and did not charge the family for any of these services. Finally, the investigator followed up with the new establishment Respondent released to on behalf of that family. The investigator confirmed that Respondent had released the decedent as he had claimed.

Based on the above the Complainant was unable to show any violation of applicable rules or statute on behalf of Respondent establishment, and no violations were discovered during the process of the investigation.

**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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**2. Case No.: 2023019061 – Funeral Establishment**

This compliant was administratively opened following a routine inspection conducted on April 12, 2023. During the course of the inspection, the inspector determined that Respondent's establishment license had expired on February 28, 2023 and was not reinstated until April 3, 2023. During the time of the invalid license, Respondent establishment acted in capacity of a funeral establishment with an expired license for 18 decedents. Additionally, the inspector determined that the person who signed most of, if not all, of the permits for cremation of

human remains on behalf of Respondent establishment was not a Tennessee licensed funeral director, but instead only had a crematory operator certificate. Finally, an employee of Respondent establishment provided that the crematory retort was not operational from February 25, 2023 through March 14, 2023 due to floor repairs on the retort.

Respondent replied stating that the reason the license renewal was delayed was due to the fact that Respondent establishment was not linked to their CORE list of establishments. Respondent stated that they notified the call center, but that the call center provided conflicting information as to whether they should or should not operate during this period. Respondent stated upon resolution of the software linking issue, renewal payment and reinstatement fees were paid immediately. Respondent further confirmed that the retort was shut down for a significant period of their unlicensed period.

Note: The Board Office communicated with the establishment manager on March 3, 2023, March 16, 2023, and March 29, 2023 regarding the expired status of the establishment, and according to Tenn. Code Annotated § 62-5-316, this license was invalid, and the establishment shall not be operated, until such time as the license has been renewed or reinstated or a new license has been issued.

**Recommendation:**

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

A motion was made by Fred Berry to increase the civil penalty to \$750.00 and authorize via Consent Order and formal hearing if necessary.

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

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**3. Case No.: 2023020231 – Funeral Establishment**

This complaint was administratively opened following multiple requests and notifications of an owed reinspection fee on behalf of Respondent establishment. Specifically, the Department had conducted a reinspection for Respondent Establishment on January 11, 2023. Detailed in the invoice, Respondent had twenty (20) days from receipt of the invoice to pay the outstanding reinspection fee. The invoice was delivered to Respondent on January 13, 2023. On March 2, 2023, Respondent was sent a reminder regarding the reinspection fee.

Respondent was again sent a reminder of the reinspection fee on April 18, 2023. Three days later on April 21, 2023, because the reinspection fee still had not been received, this complaint was administratively opened.

Legal contacted Respondent regarding the delinquent reinspection fee. As of June 20, 2023, the reinspection fee has been received.

**Recommendation:**

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

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

Seconded by Fred Berry

Adopted by Voice Vote

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**4. Case No.: 2023021211 – Funeral Establishment**

Complainant alleged that Respondent has failed to reimburse remaining funds from the service. Complainant alleges that the specific point of overcharging came from an itemized charge of embalming from Respondent establishment, as Complainant contends, the decedent had already been embalmed at a separate establishment prior to being transferred to Respondent establishment. Complainant attached a copy of a cashier's check purporting to support Complainant's claims, however, the check had been made out to a cemetery, not Respondent establishment.

Respondent replied confirming that the contract and payment Complainant referenced was an agreement made with the cemetery and was entirely separate from the establishment. Respondent agreed that the contract they had on file (that Complainant did not attach) showed a charge for embalming and transfer of remains to the funeral home, but that those were the costs that the previous establishment had charged Respondent establishment for, not a double billing for the same service.

In a rebuttal provided by Complainant, Complainant confirmed that they had originally taken the decedent to a different Establishment, but later had the decedent transferred to Respondent due to financial disagreements with the initial establishment.

Based on the above, it appears that Complainant believes that the decedent was embalmed by the initial establishment and then embalmed a second time by the Respondent establishment resulting in an additional charge. Based on the information provided and contained in the Respondent's reply, the embalming charge from Respondent was for the cost associated with the initial embalming, not a second embalming at Respondent establishment. Further, several of Complainant's additional grievances are with the cemetery, not the Respondent establishment. Respondent states that they were charged by the preceding funeral home for the cost of transfer and embalming.

**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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**5. Case No.: 2023024441 – Funeral Director**

Complainant alleged unprofessional conduct on behalf of Respondent funeral director. Specifically, complainant alleged various workplace disputes including Respondent allegedly pouring embalming fluid into Complainant's beverage, threatening Complainant while she was pregnant, "digging" into the death of one of Complainant's family members and "stalking" the family during the decedent's service, and that Respondent has made comments about Complainant "being racist towards her." Complainant further alleged that Respondent had misrepresented themselves as a licensed funeral director prior to taking the state board exam, and had been condescending towards her in the workplace. Complainant attached several screenshots of text message conversation purporting to show the condescending nature and representation of Respondent as a licensed funeral director. However, the particular post attached to Complainant's complaint was a generic shared post on Facebook in which Respondent did not specifically claim to be or hold themselves out as a licensed funeral director.

Respondent confirmed that she and Complainant had previously been employed at the same establishment from August 5, 2022 to March 10, 2023 as removal technicians. Respondent stated that this complaint was filed nearly three months after Respondent had left the establishment, and filed six months after the

alleged incident date. Respondent vehemently denied the allegations stating that she had never threatened Complainant or her unborn child or stalked Complainant or her family. Respondent stated they received their funeral director license on February 23, 2023 and resigned shortly thereafter to work at a different establishment.

Based on the above, the overwhelming bulk of Complainant's allegations and provided proof involve workplace disputes. Proof supplied by Complainant regarding Respondent allegedly holding themselves out to be a licensed funeral director prior to receiving licensure did not rise to the level of violation as the post was a generic shared post that did not directly identify, imply, or communicate Respondent as a licensed funeral director that could potentially mislead the public.

**Recommendation:**

- Closure

Board member Wendell Naylor recused himself from participating in this complaint and departed the conference room during its discussion and determination by the board.

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

Seconded by Pamela Stephens

Adopted by Voice Vote

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**6. Case No.: 2023026451 – Funeral Establishment**

Complainant alleged that upon the death of the decedent on June 16, 2020, Complainant hired Respondent for the service. During that process, Respondent asked if Complainant wanted to add the engraving of decedent's date of death onto the existing headstone, and Complainant stated that they would. Complainant stated that they had signed a contract and have a receipt to show that it had been paid in full, but that as of now, the engraving had still not been added.

Respondent replied stating that the person at the original company they used to engrave the date of death "[has] been sick and is still currently sick." Respondent stated that as of June 7, 2023 Respondent found a different company to provide the engraving of the date of death. However, the new company uses a different

font, so Complainant requested to have their money refunded. Respondent stated that they promptly wrote a check out to Complainant for what they had paid, and that Complainant had been pleased with that resolution.

**Recommendation:**

- Letter of Warning

A motion was made by Christopher Lea for closure of the complaint.

Seconded by Fred Berry

Adopted by Voice Vote

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**7. Case No: 2023026851 – Funeral Establishment**

Complainant, wife of the deceased, alleged unprofessional conduct on behalf of Respondent establishment. Specifically, Complainant stated that Respondent had received the decedent and his belongings under false pretenses. Complainant stated that she was informed of the decedent's death on April 26, 2023 in a different city in Tennessee. Complainant stated that they traveled to where the decedent had died and met with the mother of the decedent. Complainant provided that "the decision was collectively made to contact [Respondent] to transport my husband back home." Complainant alleges that they reached out to Respondent at 9:00 a.m. on April 29, 2023 to receive the decedent, but that Respondent did not answer. As Complainant alleges, they called several times throughout the day and even drove to Respondent establishment and attempted to enter but discovered that the door was locked. Complainant said they finally received a call from the mother after 8:00 p.m., stating that they could not meet the following morning because the decedent's body had not arrived yet. Complainant claims that the following day, they met with an employee of Respondent establishment who informed Complainant that the decedent's property had been released to the mother, Complainant further claimed to have contacted the medical examiner and determined that the property had been picked up at 7:04 a.m. on April 29, 2023 by Respondent establishment. Complainant contends that they were then refused entry to Respondent establishment to receive the body and personal belongings and contends that Respondent misrepresented when they had received the remains and body as Complainant alleges it had been in their custody from noon of April 27, 2023. Next, Complainant stated the following day they made the decision to have the decedent transferred to a different establishment and that Respondent charged for the release of the decedent. Finally, Complainant alleged that



despite having the decedent released, the mother of the decedent only released the decedent's clothing, but no personal property.

Respondent replied stating that on April 26, 2023, the mother of the decedent was contacted by the police department and the TBI about the unforeseen death of the decedent. The mother traveled to the city where the decedent had died and made contact with the police department and the TBI where both agencies designated the mother as the next of kin. Respondent stated that the mother stayed overnight and on April 27, 2023 the mother went to the medical examiner to identify the body of the decedent. At this point, the mother gave permission to perform an autopsy in response to the medical examiner office's suspicion that foul play may have taken place. On April 28, 2023 after the completion of the autopsy, Respondent was informed that the decedent's remains were ready to be released and that the mother had been listed as the next of kin. On April 29, 2023, Respondent received the remains of the decedent at approximately 4:00 p.m., and that shortly after the embalming concluded, the property of the decedent was released to the mother based on the information received from the medical examiner. On April 30, 2023, Respondent was made aware of Complainant, the estranged wife of the decedent. Respondent stated that at the time, Complainant was extended an invitation to view the body of the decedent, however, Respondent stated that Complainant was "erratic about the time it had taken for her to view [the decedent]." Respondent stated they attempted to inform Complainant on the process of receiving remains and the protocol of a complete embalming following autopsy, hence the less than 24-hour turnaround from the time Respondent had received the decedent's remains. Respondent stated that shortly after arriving at Respondent establishment, Complainant became "belligerent" and that "her communication was disorderly to say the least." Respondent stated that staff members, not including the mother of the decedent, met with Complainant where Complainant was made aware that the decedent's property had been released to the mother based on information received from the medical examiner's office. On May 1, 2023, Respondent establishment was contacted by a different establishment requesting the remains of the decedent at the request of Complainant. Respondent stated that they quoted the new establishment the fee for transportation and complete embalming; however, Respondent stated that they willingly took half the amount of the costs in order to "wash their hands of the situation." On May 2, 2023 the remains were released to the new establishment at the request of Complainant. Respondent stated that throughout the process, Complainant's "antagonistic approach was very disrespectful and threatening."

Complainant provided a brief rebuttal in which she purported that she would present additional evidence to corroborate the accuracy of her version of events. However, to date, Complainant has not provided any additional information.

Based on the above, regarding the initial determination of next of kin, Respondent relied upon the determination of the medical examiner denoting the mother as the next of kin. Upon learning of the Complainant's existence on April 30, 2023, despite what appears to be difficult and tense dealings with the Complainant, Respondent ultimately allowed her to make the decision regarding disposition of the body as Complainant requested transfer the following day on May 1, 2023. Regarding the property of the decedent, again, Respondent released the property to the mother based on the next of kin determination that had been provided by the medical examiner. Respondent released the property to the mother on April 29, 2023 and learned of Complainant the following day. Ultimately, Respondent used reliance information obtained from the medical examiner in determining next of kin, and when made aware of Complainant abided by her decision related to the disposition of remains.

**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.: 2023024461 – Funeral Establishment**

This complaint was administratively opened on May 22, 2023 following a routine inspection conducted by the Department on May 10, 2023. During the inspection, the inspector determined that the manager and only full time employee of this establishment was also employed at a separate funeral home to provide embalming services, according to a conversation the inspector had with the owner. The inspector stated that the manager has not been present at any inspections and that the owner, who is not a licensed funeral director, is the only one there. Further, in June of 2020 a check in the amount of \$575.00 was submitted for the renewal of the establishment license expiring June 30, 2020. The check was later returned by the bank for insufficient funds. At the time of the inspection, the funds for the returned check still have not been paid. Next, the inspector determined that prices on the Casket Price List did not match the prices

on the General Price List. Finally, Respondent's website advertises that they offer pre-need sales and prearrangement counseling. Respondent establishment does not have a preneed seller registration.

Respondent replied stating first that they denied being employed at a separate funeral establishment. Respondent attached a statement from the owner clarifying what they had communicated to the inspector, that the manager may be performing embalming for another establishment on their off hours. Specifically, Respondent stated that they had not worked for the other funeral establishment since May of 2020. Respondent also stated that they were present for an inspection in 2020. Respondent further stated that as of May 8, 2023 the dishonored check had been paid in full. Next, Respondent stated that the inconsistencies between the CPL and GPL were typographical errors that had now been corrected. Respondent attached a copy of the updated GPL to show it had been revised. Finally, Respondent stated that the website only provides a complementary pre-arrangement form and tool to be utilized by the consumers in order for them to organize the information that would be needed at the time of death. Respondent provided that this establishment has never engaged in a contract for prearrangement, and to avoid any misrepresentation, the page has been removed from the website.

**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

Board Member(s) voted contrary to the board's determination: Anthony Harris

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**9: Case No.: 202303151 – Funeral Director**

Complainant alleged that Respondent funeral director failed to file the death certificate in a timely manner. Specifically, Complainant stated that the date of death for the decedent was April 25, 2022. Complainant stated that Respondent did communicate that there was a back log, but that they went to their county's health department several times and stated that they did not have records.

Complainant stated that the main purpose of the complaint was in order to receive the death certificate.

Respondent replied confirming the date of death as Complainant described. Respondent explained that the medical doctor at the hospital where the decedent died refused to sign the death certificate because they were not the primary physician for the decedent. Respondent further stated that at a separate hospital, they were told by the hospital that “the floating physician wasn’t signed into the system” and that no other doctor would sign off on the certificate. Finally, Respondent said because no other physician would sign the certificate, they had no choice but to send it to the medical examiner’s office, and that as of the day of their response (July 10, 2023) they were still waiting.

**Recommendation:**

- \$1,000.00 civil penalty to be reduced to \$250.00 if Respondent supplies the death certificate to the family within 30 days of the receipt of this consent order. Included with the Consent Order will also be a letter of instruction that includes language as to how Respondent should make continued contacts with the medical examiner’s office and the vital records section of the Department of Health. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Anthony Harris to send the complaint to investigation for further information and re-present the complaint to the board after the conclusion of the investigation.

Seconded by Christopher Lea

Adopted by Voice Vote

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**10: Case No.: 2023032901 – Funeral Establishment**

Complainant, son of the deceased, stated that their father passed away on April 12, 2023, and that they had retained Respondent to provide services. Complainant claimed that when he and his two aunts arrived at the Respondent establishment the part owner and funeral director of Respondent establishment brought up cremation as an option saying that the funeral is over \$8,000.00 or more. Complainant stated that he felt forced because Respondent mentioned cremation repeatedly. Complainant also claimed that Respondent assumed the decedent did not have insurance because of the presumed finances of the family.

Respondent replied stating during the initial meeting with the family, he asked all the usual questions about insurance the decedent may have had. Respondent stated that the family thought the decedent may have had insurance but were not entirely certain. Further, the family was unsure who the beneficiary might be if the decedent did have insurance, was not sure whether it was over two years old or not, and as Respondent stated, basically did not know anything about the policy for sure. Respondent offered to the family to put the decedent in the cooler while they figured out the finances, which the family agreed. Respondent stated after a few days, the family returned to make arrangements still unsure if the insurance was good or of any other pertinent information. Respondent stated he mentioned cremation as a more cost-effective option. Respondent stated the family ultimately chose cremation because that is what their finances would allow, and that he discounted the cremation to provide further assistance. The family paid the first half on April 18, 2023, and the second half on May 2, 2023. During their second visit, an employee of Respondent establishment asked whether they had determined anything regarding the insurance. Respondent stated the employee was told that the insurance was not good. Respondent apologized if they had done anything to upset the family but maintained that they remained professional throughout the process and offered more cost-effective options since it appeared that the family had difficulty obtaining the proper insurance information.

Based on the above, Complainant has not articulated any violation of applicable statutes or rules.

**Recommendation:**

- Closure

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

Seconded by Christopher Lea

Adopted by Voice Vote

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**11: Case No.: 2023036931 – Funeral Director**

Note – This case involves a Respondent who received a 12 month suspension of their funeral director license beginning May 1, 2023.

Complainant alleged that Respondent has violated the Consent Order which stated that Respondent would not conduct licensed activity for a period of 12 calendar months. To support their accusation, Complainant stated that

Respondent has continued to reside in their apartment attached to the funeral home and alleged that Respondent has been seen on the grounds of the funeral home, worked in the flowerbeds surrounding the establishment, and officiated services. To support their claim, Respondent attached an obituary stating that Respondent was officiating, pictures of Respondent at the establishment location (but not performing licensed activity), and social media posts that indicated Respondent was continuing to live in the apartment attached to the funeral establishment.

Due to the nature of the allegation, this case was sent for investigation. The investigator arrived at the establishment unannounced on August 8, 2023. The investigator did not observe Respondent on the premises. The investigator spoke first to an employee of the establishment, a licensed funeral director and embalmer. The employee stated he was aware that Respondent's funeral director license had been suspended, and provided that since that suspension went into effect on May 1, 2023, Respondent had not worked in any capacity at the funeral home. The employee stated that Respondent does mow the grass around the funeral home and attached apartment because Respondent lives in the apartment connected to the funeral home. The investigator also inquired about Respondent's involvement with the decedent who listed Respondent as officiating the services. The employee stated that the decedent and Respondent were friends, and that the Respondent often looked after decedent because of their serious health conditions. The employee stated that he was aware that the decedent had asked Respondent to preach at their funeral.

Next, the investigator spoke with another employee at the funeral establishment, a licensed funeral director and preneed sales agent. The second employee stated she was aware of Respondent's suspension. The second employee confirmed that Respondent has not been compensated by the establishment since their suspension. The second employee stated that while Respondent does live in the apartment connected to the funeral home, Respondent does not come into the funeral home unless it is absolutely necessary. The second employee further stated that Respondent does mow the grass around his apartment and funeral home, but to her knowledge, Respondent is not compensated for mowing the grass since he lives in the apartment attached to the establishment. Regarding the decedent Respondent officiating the services for, the second employee confirmed that the decedent and Respondent were friends, and when the decedent made prearrangement funeral plans, the decedent requested that Respondent speak at his funeral. The second employee further provided that Respondent did preach at the graveside service at the cemetery, but Respondent

came in their personal vehicle and was in no way associated with the funeral establishment, nor compensated by the funeral home for preaching at the graveside service.

Third, the investigator spoke to the manager of the establishment. The manager confirmed he was aware of Respondent's suspended license, and that he informed all staff members of the establishment of the suspension and advised the staff that Respondent was not to work for the establishment in any capacity. The manager stated his wife was the bookkeeper of the establishment, and that she had removed Respondent from the payroll and Respondent had not received any compensation since the suspension. The manager also confirmed that Respondent did mow the grass around the apartment and establishment but was never asked to do so by the establishment and was not compensated for mowing the grass.

Next, the investigator spoke to the owner of the establishment who was also aware of Respondent's suspension. The owner confirmed that Respondent had not worked at the establishment, nor had he been compensated since the time of the suspension. The owner explained that it had been a long-standing policy of the funeral home to have someone live in the apartment as a safety precaution and to have a presence near the funeral home after hours. The owner provided that oftentimes, the tenants in the apartment were not associated with the funeral home in anyway. The owner again confirmed that the Respondent did have a garden outside their apartment and did mow the grass, but that they were not compensated for the mowing of the grass in any manner.

On August 14, 2023, the investigator spoke to Respondent. Respondent stated they had not worked at the establishment in any capacity since the suspension, and that he had not worked any visitations, made funeral arrangements, or worked any funerals. Respondent also provided he had not been compensated in any manner since the suspension. Respondent provided that he had obtained full time employment unrelated to the funeral industry. Regarding the decedent for which he spoke at the graveside service, Respondent explained that he was a close personal friend of the decedent and that he had spoken at the decedent's wife's service years earlier. Respondent stated that when the decedent discovered they were dying of cancer, he contacted Respondent requesting that Respondent speak at his funeral. Respondent provided that he did speak at the graveside service, but that he drove his own personal vehicle to the cemetery and confirmed he was not compensated by the funeral home in anyway. Further, Respondent confirmed he had a small garden at the funeral home he had been

maintaining since 2019 and that he often mowed the grass surrounding the apartment and funeral home but explained he had never been asked or compensated for mowing the grass. Finally, Respondent stated he fully understood the terms of the Consent Order and that he would in no way violate the terms of the suspension. As proof of current employment, Respondent even allowed the investigator to photograph his employment badge.

Finally, the investigator made numerous attempts to contact the Complainant in several different ways including but not limited to:

- Driving to the address provided on the complaint (the address led to a vacant lot).
- Confirming with the local 911 system that there was no address listed for the provided address.
- Asking the local 911 system to look up the name of Complainant, which led to an old address that was not current. The investigator went to this address and spoke with the resident who informed him he had never heard of the provided name and that they had lived at that residence for over eight years.
- Sent email correspondence to the provided email that bounced back stating the email address was not valid.
- No phone number was provided.

Based on the above, there is no evidence that Respondent has continued employment with the funeral establishment or conducted licensed activity during the period of his suspension. When combined with, what appears to be, a fictitious Complainant that intentionally provided false information (in the original complaints in which Respondent's license was suspended, the Complainants also provided incorrect contact information), we recommend closure as there is no proof that Respondent has violated the terms of the Consent Order.

**Recommendation:**

- Closure

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

Seconded by Pamela Stephens

Adopted by Voice Vote

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**12: Case No.: 2023034171 – Funeral Director**

Complainant stated that on or about June 14, 2023, they contacted Respondent to obtain a death certificate for their (Complainant's) mother. Complainant claims that Respondent informed them they would have to check with another family member to see if providing a death certificate would be okay. Complainant stated they informed Respondent that their mother was married to the decedent. Complainant stated that on June 19<sup>th</sup>, they were able to pay for five death certificates and picked them up on June 23<sup>rd</sup>. However, Complainant stated when looking over the death certificate the certificate listed the spouse as "unknown." Complainant stated they called the establishment to get this corrected but were told that the other family member would either have to sign an affidavit to have the information changed or that they would need a court order. Complainant alleges that Respondent knew the name of the decedent's wife and intentionally falsified the death certificate by stating the spouse was "unknown."

Respondent replied stating that on June 13, 2023, they met with the three children of the decedent to finalize their father's funeral arrangements. Respondent provided that when she began asking for the death certificate information and got to the question about marital status, the three children stated the decedent was married but separated. Respondent stated they asked for the surviving spouse's name, but that the informant (who Complainant referenced in their complaint) told Respondent that they did not want her on any part of the death certificate. Respondent explained to them that she would still need it for the death certificate if they were legally married, but that the three children said no and refused to provide that information due to family issues. Respondent stated because the children refused to provide the information after many attempts and much discussion, they had no choice but to put "unknown." Respondent stated that during this arrangement conference, they printed off a draft of the death certificate with marital status listed as "unknown" and the informant signed it for approval. Respondent stated the following day, they spoke to Complainant regarding obtaining death certificates for Complainant's mother. Respondent stated it was not until this conversation that they learned the name of the decedent's spouse. Immediately after this call, Respondent called the informant and received permission to update the spousal information on the death certificate. Respondent stated that while still on the phone with the informant, they logged into VRISM to change it, but the death certificate had already been released from the system. Respondent informed the informant saying that an affidavit would need to be provided in order to correct the death certificate. Respondent provided that as of August 8, 2023, the informant had

signed an affidavit and it was sent via UPS to the Vital Records Section at the Tennessee Department of Health.

Based on the above, it appears Respondent only included “unknown” on the death certificate due to the lack of cooperation from the children of the decedent. Further, Respondent appears to have gone through great lengths (some of which has been omitted from this write-up in the interest of conciseness) to correct the death certificate in a manner that was acceptable to all parties. However, although the family refused to provide the specific information regarding the wife of the decedent, Respondent knew or should have known that the marital status on the death certificate was “married.”

**Recommendation:**

- Letter of Instruction

A motion was made by Anthony Harris for a \$500.00 civil penalty and Letter of Instruction. Authorize via Consent Order and formal hearing if necessary.

Seconded by Pamela Stephens

Adopted by Voice Vote

Board Member(s) voted contrary to the board’s determination: Christopher Lea

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**13: Case No.: 2023035801 – Funeral Director**

Complainant alleged unprofessional conduct on behalf of Respondent. Specifically, Complainant stated that they had communicated to Respondent that they wanted to receive a DNA sample from the decedent prior to his cremation. Complainant contends that Respondent said that he would, but ultimately forgot to do so prior to cremation.

Respondent stated that to their recollection (which they admit may be slightly fuzzy since they first received the call regarding the decedent September 26, 2022) the discussion regarding the DNA samples were made during funeral arrangements. Respondent stated that from their recollection it was due to an issue involving paternity and that’s why Complainant wanted the DNA sample. Respondent stated that the cremation for the decedent was completed on or about September 28, 2022. Respondent stated it was not until April 5, 2023, when they received a call from the sister of Complainant wanting to know if they

had taken the DNA samples. Respondent stated they admitted that they had forgotten to take the samples and apologized to her.

Complainant submitted a rebuttal stating that the request for DNA samples was not for a legal dispute involving paternity, but because they wanted to submit their DNA to a family genealogy service. Complainant explained that it was just to satisfy a curiosity as they had planned to purchase the service for the decedent for Christmas, but that the decedent had unfortunately passed before then. Complainant confirmed there were no issues regarding paternity. Finally, Complainant shared that they did not realize that filing a complaint would lead to such a formal process, and only wanted Respondent to acknowledge their mistake regarding the DNA sample. In a conversation with Legal, Complainant stated that Respondent's acknowledgement of their mistake in their response was validating and was the only resolution they hoped to receive from the complaint process.

**Recommendation:**

- Closure

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

Seconded by Pamela Stephens

Adopted by Voice Vote

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**14: Case No.: 2023036241 – Funeral Director**

Complainant stated that they had asked Respondent for a copy of a blank contract for an irrevocable preneed trust funeral contract and Respondent stated they could not do that unless the contract was filled in with their information, and that they didn't circulate blank contracts. Complainant explained that they lived in Texas and that they were trying to get a contract for their brother who resides in North Carolina. Complainant said that they requested the contract because they need to see what they're agreeing to and paying before committing thousands of their brother's funds towards the preneed funeral contract.

Respondent replied stating that they had spoken to Complainant on or about March 1, 2022, who explained she was looking to purchase funeral services for their brother who was living in North Carolina but would be buried in Tennessee. However, before Complainant purchased items, she wanted to submit the contract to the state assistance office in North Carolina where her brother would

be applying for benefits to confirm eligibility. Respondent stated they explained to Complainant that they could not provide a blank contract because it would cause confusion if the contract was backfilled, and that it might be more convenient for Complainant to select a provider from the same parent company in either North Carolina or Texas explaining that she could select the goods and services desired at the time of need and an inter-company transfer could change it to the Tennessee location for services. Respondent reiterated that they were not trying to be difficult with Complainant, but that they were not entirely comfortable providing a blank contract to a potential customer. Furthermore, Complainant stated that they primarily use insurance funded contracts for preneed and that they are not permitted to sell an insurance product to a customer whose residence is in another state. However, Respondent stated they recently learned that they have access to a preneed contract through a trust agreement and stated that if the Complainant would like to select goods and services for her brother's preneed, they would be happy to provide her with an unsigned contract to submit to the state assistance office in North Carolina rather than an entirely blank contract.

**Recommendation:**

- Closure

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

Seconded by Fred Berry

Adopted by Voice Vote

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**15: Case No.: 2023029191 – Funeral Establishment**

This complaint was administratively opened following a routine inspection conducted on June 5, 2023. During the course of the inspection, the inspector determined that the manager for Respondent establishment was the only licensed funeral director employed by Respondent establishment. On March 2, 2023, the manager resigned from the position. As of the date of the inspection, the Department had not received paperwork necessary to appoint a new manager for the establishment. The representative for the Respondent establishment indicated that the paperwork for a new manager had been submitted three weeks prior to the inspection, but the representative was unable to produce it.

Respondent replied attaching to their response a check payable to the Department of Commerce and Insurance dated June 13, 2023 for the required fee for the application for change of establishment manager. Legal examined CORE and determined that this check had been processed as of June 23, 2023. Likewise, Respondent also attached a copy of the Application for Change of Establishment Manager notarized as of July 24, 2023. Legal examined CORE and determined that the document was received by the state as of July 25, 2023.

Based on the above, although the Department has received everything needed for the change of manager application as of July 25, 2023, Respondent was in violation as of March 12, 2023 (10 days following the resignation of the manager) up and until July 25, 2023, resulting in over four months of improper paperwork regarding the change of manager application.

**Recommendation:**

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

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

Seconded by Fred Berry

Adopted by Voice Vote

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**SUNSET HEARING REPORT REGARDING JULY 19, 2023 APPEARANCE BEFORE MEMBERS OF COMMERCE, LABOR, TRANSPORTATION AND AGRICULTURE, JOINT SUBCOMMITTEE OF GOVERNMENT OPERATIONS:**

Executive Director Robert Gribble presented information concerning the Sunset Hearing. Assistant Commissioner Alex Martin, Board Member Pamela Stephens, Executive Director Robert Gribble, and Associate General Counsel Troy Bryant were present to answer questions during the Sunset Hearing. The joint subcommittee of government operations recommended an extension of six (6) years for the board.

**THE CONFERENCE REPORT ON NBE STATISTICS FOR JANUARY 1, 2023 – JUNE 30, 2023:**

Executive Director Robert Gribble presented information concerning national examination statistics pertinent to Tennessee that was supplied to the board by

The International Conference of Funeral Service Examining Boards, Inc., (The Conference) for the period of January 1, 2023 – June 30, 2023.

**LICENSEE REPORT:**

**REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF JUNE 10, 2023 – AUGUST 23, 2023**

<b><u>Establishment(s)</u></b>	<b><u>Type of Action(s)/Change(s)</u></b>
Companion Funeral & Cremation Service Chattanooga, TN	Initial Establishment
Cremation Center of Chattanooga Chattanooga, TN	Change of Ownership
Hamilton Funeral Home & Cremation Services Hixson, TN	Change of Ownership
Anderson Funeral Home Gallatin, TN	Changes of Name & Ownership
Chavers Funeral Home, LLC Mount Pleasant, TN	Changes of Name & Ownership
Hamlett-Dobson Funeral Home & Memorial Park Blountville, TN	Changes of Name & Ownership
McPhearson-Rawls Funeral Home Paris, TN	Changes of Name & Ownership
McPhearson-Rawls Funeral Home South Fulton, TN	Changes of Name & Ownership
McPhearson-Rawls Funeral Home Union City, TN	Changes of Name & Ownership
Mountain Mortuary Service, LLC Knoxville, TN	Changes of Name & Ownership
The Rose of Sharon Funeral Service Pulaski, TN	Change of Location
<b><u>Individuals)</u></b>	<b><u>Type of License(s)</u></b>

Tennessee Board of Funeral Directors and Embalmers

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Kimberely Michelle Bailey Dyersburg, TN	Funeral Director and Embalmer
Taryn Jean Closen Nashville, TN	Funeral Director and Embalmer
James Anthony Daugherty Oneida, TN	Funeral Director and Embalmer
Brittney Nicole Easley Madison, TN	Funeral Director and Embalmer
Morgan Elizabeth Henderson Cookeville, TN	Funeral Director and Embalmer
Ryne Charles Hopp Nolensville, TN	Funeral Director and Embalmer
Estreya Maria McCanna Clarksville, TN	Funeral Director and Embalmer
Davis Ray Murray Springfield, TN	Funeral Director and Embalmer
Alexis Lee Nelson Springfield, TN	Funeral Director and Embalmer
Hannah Isabelle Parsley Woodbury, TN	Funeral Director and Embalmer
David Matthew Payne Rives, TN	Funeral Director and Embalmer
Dylan Aaron White Olive Branch, MS	Funeral Director and Embalmer
Jordan Scott Bennett Kokomo, IN	Funeral Director and Embalmer Reciprocity – Indiana
Austin Kevin Perrin Gilmanton Iron Works, NH	Funeral Director and Embalmer Reciprocity – New Hampshire
Brian Keith Poole Woodstock, GA	Funeral Director and Embalmer Reciprocity – Georgia
Robert Kent Standifer	Funeral Director and Embalmer

Knoxville, TN	Reciprocity – Georgia
Audrey Diann White Cookeville, TN	Funeral Director and Embalmer Reciprocity – Georgia
Adam Garland Wolfe Abingdon, VA	Funeral Director and Embalmer Reciprocity – Virginia
Timothy Hank Pinson Dawsonville, GA	Funeral Director and Embalmer Reapplication
Madeleine Juliette Baker Johnson City, TN	Funeral Director
Jessica Nicole Freeman LaFollette, TN	Funeral Director
Amber Layne Hendon South Pittsburg, TN	Funeral Director
Brandy Lee Massey Brush Creek, TN	Funeral Director
Wesley Shea Sesler Dickson, TN	Funeral Director
Monica Hay Weir Celina, TN	Funeral Director
Anna Payton Butler Sardis, MS	Funeral Director Reciprocity – Mississippi
Sara Marie Powers Bluff City, TN	Funeral Director Reciprocity – Florida
Billy Ray McCool West Memphis, AR	Embalmer Reciprocity – Arkansas
Aaron Clark Rowbury Millington, TN	Embalmer Reciprocity – Utah and Idaho

**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 May 2023, June 2023, and July 2023 Regulatory Board Disciplinary Action Reports**

Respondent: Carter-Trent Funeral Home, Church Hill, TN  
Violation: Permitted an individual to act as the manager of the funeral establishment and to provide funeral services with an expired funeral director license  
Action: \$250 Civil Penalty

Respondent: Family Funeral Care, Memphis, TN  
Violation: Violated a statute pertaining to the prearrangement or prefinancing, or both, of a funeral  
Action: \$250 Civil Penalty

Respondent: George M. Baker, Jr., Nolensville, TN  
Violation: Manager of funeral establishment that aided or abetted an unlicensed person to practice within the funeral profession and failed to ensure the cremation of a human remains was directly supervised by a licensed funeral director during the cremation process  
Action: \$250 Civil Penalty

Respondent: Highland Hills Funeral Home & Crematory, Nashville, TN  
Violation: Aided or abetted an unlicensed person to practice within the funeral profession and a cremation of human remains was not directly supervised by a licensed funeral director during the cremation process  
Action: \$1,000 Civil Penalty

Respondent: Madison Funeral Home, Madison, TN  
Violation: Unprofessional conduct (a box containing viscera of the decedent was not properly kept with the decedent during the removal from another funeral establishment to the respondent funeral establishment and the viscera was not disposed of in an identical manner to the remains)  
Action: \$250 Civil Penalty and \$495 Investigation Costs

Respondent: Marquis Samuel Jackson, Smyrna, TN  
Violation: Aided or abetted an unlicensed person to practice within the funeral profession and failed to ensure the cremation of a human remains was directly supervised by a licensed funeral director during the cremation process  
Action: \$500 Civil Penalty

**OPEN COMPLAINT REPORT:**

As of August 23, 2023, there were 30 open complaints.

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

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

**ESTABLISHMENT APPLICATION(S):**

**CIRCLE OF LIFE CREMATION LLC  
 ATTN: JENNIFER LYREECE SOUTHERLAND, MGR.  
 10127 CHAPMAN HIGHWAY  
 P.O. BOX 1350  
 SEYMOUR, TN 37865-1350**

**New Establishment**

**Ownership: Limited Liability Company**

**Owner(s): Circle of Life Cremation LLC, 10127 Chapman Highway, Seymour, TN 37865-3044**

Board member Fred Berry recused himself from participating in this application and departed the conference room during its discussion and determination by the board.

Upon motion to approve by Christopher Lea and seconded by Scottie Poarch, a roll call vote was taken.

<b>Roll Call Vote</b>			
<b>Board Members</b>	<b>Yes</b>	<b>No</b>	<b>Recused</b>
<b>Fred Berry</b>			<b>X</b>
<b>Anthony Harris</b>		<b>X</b>	
<b>Tonya Scales Haynes</b>		<b>X</b>	
<b>Christopher Lea</b>	<b>X</b>		
<b>Wendell Naylor</b>		<b>X</b>	
<b>Scottie Poarch</b>	<b>X</b>		
<b>Pamela Stephens</b>		<b>X</b>	

Motion to approve establishment license failed by a vote of 4 to 2.

The board asked the applicant to provide additional information. President Harris announced that the establishment application was not denied and that the board would consider the application again at a later meeting.

A motion was made by Pamela Stephens to reconsider the establishment application.

Motion died for lack of a Second.

**CREMATION SERVICES OF KNOXVILLE, LLC  
ATTN: ERIC ARNOLD BOTTS, MGR.  
2606 GREENWAY DRIVE, SUITE 322  
KNOXVILLE, TN 37918-1907**

**New Establishment**

**Ownership: Limited Liability Company**

**Owner(s): Cremation Services of Knoxville, LLC, 3320 Mollianna Way, Knoxville, TN 37918-5257**

Board members Fred Berry and Christopher Lea recused themselves from participating in this application and departed the conference room during its discussion and determination by the board.

Upon motion by Pamela Stephens and seconded by Scottie Poarch, based on the application record, this establishment application was approved for licensure by the Board.

Adopted by Voice Vote

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**NEW BUSINESS:**

**SET DATES FOR 2024 BOARD MEETINGS:**

A motion was made by Fred Berry to set the 2024 board meeting dates as follows:

01.09.2024	02.13.2024	03.12.2024
04.09.2024	05.14.2024	06.11.2024
07.09.2024	08.13.2024	09.10.2024
10.08.2024	11.12.2024	12.10.2024

Seconded by Christopher Lea

Adopted by Voice Vote

**SUNSHINE LAW PRESENTATION/TRAINING:**

Troy Bryant, Associate General Counsel for Regulatory Boards, conducted a Sunshine Law Presentation/Training – Open Records and Public Meetings for the board members.

**PAST PRESIDENT’S LUNCHEON:**

President Anthony Harris announced that a luncheon honoring Past President Charles Rahm is scheduled for Tuesday, November 14, 2023.

**FUNERAL BOARD MEMBERS DECLARED INTEREST IN 2024 POSITIONS:**

Pamela Stephens expressed interest in being elected as President of the Board for 2024, and Christopher Lea expressed interest in being elected as Vice-President of the Board for 2024.

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President Anthony Harris asked if anyone desired to make public comments related to Agenda items.

There were no public comments made at this time.

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**ADJOURN:**

A motion was made by Pamela Stephens to adjourn.

Seconded by Scottie Poarch

Adopted by Voice Vote

The meeting was adjourned by President Anthony Harris at 1:52 p.m.

Respectfully submitted,

*Robert B. Gribble*

Robert B. Gribble, CPM, CFSP  
Executive Director