

**TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**MINUTES OF BOARD MEETING**

**FEBRUARY 13, 2024**

President Pam Stephens 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: Pam Stephens, President; Christopher Lea, Vice President; Fred Berry, Anthony Harris, Tonya Scales Haynes, and Wendell Naylor.

Board member(s) absent: Scottie Poarch

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 Anthony Harris 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 Christopher Lea to approve the Minutes of the December 12, 2023, Board Meeting.

Seconded by Anthony Harris

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.: 203065121 – Funeral Establishment**

An anonymous Complainant named a specific decedent that Respondent had purportedly handled in August of 2021. Complainant alleged that Respondent “failed to do [sic] and submitted a death certificate to the Tennessee Department of Vital Records as discovered by a legal investigator from a State Agency.” Complainant provided no additional information or documentation to support their claim. Complainant also listed their name as “Not an organization” and their address as “not public info.”

Respondent stated that during midsummer in 2023, they received a call from a woman who would not provide her name or any information requesting a death certificate for the decedent mentioned in the complaint. Respondent stated that they inquired as to who this individual was and were only told “a family member.” Respondent added saying that they are certain they didn’t work with this individual during the arrangement process because the family still owes Respondent money for services. Respondent stated that the caller refused to clarify her relation to the decedent and began demanding information from the decedent’s file. Respondent replied that they were unable to provide that information as the decedent had a living wife and child, and that she would need to contact them to provide approval for her to receive the requested information.

Based on the above, Complainant has provided no evidence to support their assertion that Respondent violated applicable rules or statutes.

**Recommendation:**

- Closure

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

Seconded by Anthony Harris

Adopted by Voice Vote

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**2. Case No.: 2023059641 – Funeral Establishment**

**3. Case No.: 2023059671 – Funeral Establishment**

Complaint number FUN-2023059671 was referred to the Department from the Division of Consumer Affairs from the Attorney General's Office. It is verbatim and identical to complaint FUN-2023059641 that was filed directly with our Department. Complainant, sister of the decedent stated that their brother passed away on January 5, 2023, and that they engaged cremation services from Respondent and purchased a certified copy of a death certificate. Complainant stated that upon receiving the death certificate in March, the death certificate had incorrectly listed Complainant as the son instead of as the sister and that their mother's maiden name was incorrect. Complainant stated they had contacted Respondent regularly since March trying to get a corrected death certificate. Complainant said that every time they contacted Respondent, she would be told that Respondent had not received anything from the state in order to change the death certificate.

Respondent replied stating that after they were able to receive the information they had requested from the family, they were able to mail the amendment to the death certificate in August and that it was effectively amended in late September 2023. Respondent stated they apologized to the family for their delayed response, and that they "immediately on 11/27" delivered the amended death certificate to Complainant at her home.

Complainant provided a rebuttal and confirmed that she had received the amended death certificate.

Based on the above, Respondent delayed two months after receiving the amended death certificate before returning it to the family.

Note: FUN-2023059671, the case referred from the Attorney General's Office, listed Respondent with a different license number. After review, Respondent has two separate establishments, establishment licenses, and locations for these establishments. It is unclear if Complainant filed a separate complaint against Respondent with the Attorney General's Office and accidentally listed the incorrect license number, whether they didn't understand that the license numbers were not interchangeable, or if this was done upon the Department's receipt of the complaint. In either event, through Respondent's reply, it appears that the first complaint filed with the Department is the appropriate location and license number. Therefore, Legal recommends closure on the second complaint, as the license number does not coincide with the allegations of this complaint.

**Recommendation for FUN-2023059641:**

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

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

Seconded by Christopher Lea

Adopted by Voice Vote

**Recommendation for FUN-2023059671:**

- Closure

A motion was made by Anthony Harris to accept Counsel's recommendation.

Seconded by Fred Berry

Adopted by Voice Vote

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**4. Case No.: 2023062091 – Funeral Establishment**

Complainant alleged unprofessional conduct on behalf of Respondent establishment, specifically alleging that Respondent included several additional charges that they believed had already been paid for in their preneed contract and adding additional fees after the fact. Specifically, Complainant alleged that additional costs were added for procession escorts, processing fee, taxes, and death certificates resulting in an addition charge of \$1,364.36 not covered by the preneed contract. Furthermore, Complainant stated that soon after, due to a policy created in August 2023, Respondent added an additional cost since Complainant had requested that the service be held on a Saturday adding further additional costs.

Respondent replied confirming that Complainant had an existing preneed contract dated October 21, 1989, and that the preneed contract specifically enumerated the following services at the following prices: Basic Funeral Services, including services of a funeral director (\$1,899.00), Embalming (\$899.00) Dressing, casketing, and cosmetology (\$299.00), Visitation (\$449.00), Funeral ceremony (\$499.00), Transfer to the funeral home (\$549.00), Hearse (\$399.00), Casket (\$2,199.00), and Outer burial container (\$1,549.00). Respondent stated that at the time, the contract did not charge Complainant taxes as required for funeral merchandise or the Respondent's processing fee. Respondent stated that Complainant and her daughter came to Respondent

establishment on November 16, 2023, and during this meeting indicated that she wished for the funeral service to be on a Saturday. Respondent stated that a Saturday service is not included in the basic funeral services package enumerated in the preneed contract, and accounted only for weekday services, thus resulting in the additional charge. Respondent stated in addition to these charges, Complainant requested a motorcade escort which resulted in an additional expense not included in the preneed contract.

Based on the above, Complainant's primary frustration appears to be that additional costs were incurred despite the existence of a preneed contract. However, it appears that additional services were added after the creation of the preneed contract. Both parties agree that the out-of-pocket expenses became \$1,364.36 but resulted from services not enumerated in the original preneed contract.

**Recommendation:**

- Closure

A motion was made by Anthony Harris to table the complaint until Legal could obtain a copy of documents from the Respondent.

Seconded by Wendell Naylor

Adopted by Voice Vote

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**5. Case No.: 2023063841 – Establishment**

Complainant stated that they called Respondent to make funeral arrangements on September 2, 2023, and that the decedent's wishes were "to be cremated followed by a quick, simple and private veteran's internment" and that these wishes were made known to Respondent. Complainant stated they paid in full upon making the initial arrangements. Complainant stated that they were told by a funeral director at Respondent establishment that it may be difficult to perform cremation over the weekend due to obtaining the death certificate, and that it may be the following week before the cremation could be performed by the crematory. Complainant stated they understood this and that their only request was for a private viewing for their daughter and two of the grandsons. Complainant stated that Respondent honored these wishes. However, Complainant stated that they remained "on call" for the entire week of September 4 waiting for the funeral director to let them know when the decedent's cremains would be ready for the veteran's burial. Complainant stated they did not receive

any call, and that by September 8, 2023, Complainant called the director. Complainant stated that the funeral director said that someone was picking the decedent's cremains later that day, and that arrangements had not yet been made with the veterans' cemetery. Complainant contended that they communicated to Respondent that arrangements needed to be made because out of town family would need to leave the following week. Complainant stated that at the end of this conversation, the funeral director stated the remains would be delivered to the cemetery at 8:30 a.m. on September 11, 2023. Complainant alleges that on the day of the funeral, they called Respondent establishment for directions and claims that they were hung up on, and that only one daughter, grandson, and herself were able to be present at the veterans' cemetery and that they were "denied" the chance to attend the internment. Complainant stated that on September 13, 2023, she received an itemized breakdown of charges, and alleges that since this was paid for on September 2, 2023, it should have been provided to her at that time.

Respondent replied agreeing that Complainant had made funeral arrangements on Saturday, September 2, 2023, and that she was given a copy of the funeral purchase contract at that time. Respondent stated that Complainant's wishes consisted of a burial of cremated remains at the cemetery with no service and no attendance by family, and that Respondent and cemetery staff bury the cremains. Respondent stated they honored the viewing request and on September 3, 2023, the funeral director met them at the door, took them to the visitation room, and gave them "as much time with their loved one as they wanted." Respondent addresses that they were "on call" by stating that they were waiting for the physician to sign the death certificate which was signed on September 6, 2023. The following day, Respondent obtained the cremation permit from the medical examiner and then scheduled the cremation. Respondent stated that they do not own nor are directly affiliated with the cemetery and could not guarantee when a burial could be scheduled. However, they called the scheduling office on Friday, September 8, 2023, and confirmed burial for Monday September 11, 2023. Respondent stated that when they informed Complainant of the confirmed time, she seemed upset because she assumed burial could be scheduled for Saturday, but Respondent explained that the veterans' cemetery does not bury decedents on the weekend. Respondent confirmed that Complainant, her daughter, and grandson came to the cemetery for the burial even though it was scheduled for no family to be present, but accommodations were made by the veterans' attendants to allow them to step over to the grave and witness the burial. Respondent stated it was at this time that Complainant expressed how disappointed she was with Respondent's

services. Respondent denies that Complainant was ever hung up on by any staff member.

Complainant attached a copy of their executed contract; it articulates a very basic cremation and only direct cremation. Respondent attached confirmation from the cemetery which confirmed that no family was scheduled to witness the interment. In Complainant's rebuttal, they stated "The 'Funeral Purchase Contract' does not state the interment would not include a graveside service or attendance by family. I clearly requested [decedent's] wishes were for 'a quick, simple, and private veteran's interment.' A private interment meant the actual burial was restricted to my immediate family and close friends, 'by my invitation only,' and should have been scheduled and honored as such." Based on the rebuttal, it appears there was some miscommunication as to what a "quick, simple, and private veteran's interment" entailed. Ultimately, although Complainant may not have been satisfied with the services provided, Respondent provided the services that were contracted for, and even arranged accommodations for the Complainant, her daughter, and grandchild at the interment, even though this item was not contracted for in the contract.

**Recommendation:**

- Closure

A motion was made by Fred Berry to issue a Letter of Warning.

Seconded by Anthony Harris

Adopted by Voice Vote

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**6. Case No.: 2023063281 – Funeral Establishment**

Complainant stated that Respondent delayed in providing a death certificate past the date they estimated it would be ready. Complainant stated that Respondent quoted them that following the death of Complainant's wife and execution of the contract on November 27, 2023, that the death certificate and cremated remains would likely be ready by December 2, 2023. However, Complainant stated that on December 7, 2023, they called, and the cremated remains and death certificate were not ready at that time. Complainant stated that the funeral director communicated that they were waiting on the doctor, who ordinarily signed death certificates very quickly, to sign and that she would call the doctor and check on the status of the certificates. Complainant stated that as of

December 13, 2023, they still had not heard anything from the funeral director or Respondent establishment.

Respondent replied stating their establishment only provides direct cremations, and that following the death of the decedent on November 21, 2023, they were confident that the attending physician would sign the death certificate in a timely manner, given their previous history of quickly signing certificates. Respondent stated that the physician's signature took longer than normal, and Respondent stated that they "called and harassed this doctor daily" in order to hopefully expedite the signature. Respondent stated that the cremation was completed as of December 6, 2023, but that Complainant had chosen to wait for the death certificates to arrive. Respondent stated that on December 14, 2023, one day after filing the complaint, Complainant picked up the cremains and the death certificates. Respondent stated at this time, Complainant did not express their dissatisfaction and did not inform Respondent that a complaint had been filed. Respondent stated that even though they were not aware that Complainant had filed a complaint, they reduced Complainant's bill by \$409.28 in an attempt to make up for Complainant's wait.

Based on the above, from date of execution on November 27, 2023, it was, in total an eighteen (18) day wait to receive the death certificates and cremains. As Respondent stated, the cremation occurred on December 6, 2023 (only nine (9) days after execution of contract), but that Complainant chose to wait until they could also pick up the copies of the death certificates with the cremains. Additionally, based on the information provided by Respondent, they were not idle during this nine (9) day delay and were frequently in contact with the attending physician, and even gave a discount to Complainant without knowing that a complaint had been filed.

**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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**7. Case No.: 2023065711 – Unlicensed Funeral Establishment**



Complainant alleged unprofessional conduct on behalf of Respondent claiming that they were originally quoted \$995.00 for a basic cremation and ultimately paid \$1,800.00. Complainant alleged a “bait and switch” regarding pricing and stated that they ultimately had to travel to a funeral home in Mississippi to pick up the cremated remains rather than a Tennessee location.

Respondent establishment is not a licensed funeral establishment in Tennessee. Respondent establishment is not a business with a brick-and-mortar location in Tennessee, in fact, Respondent establishment is an online only service that contracts with brick-and-mortar licensees within each respective state for funeral services. Based on the information provided, Complainant is a resident of Alabama, Respondent has no presence in Tennessee other than a website that may be accessed in the state and contracted with a Mississippi establishment to handle the contract. However, this Respondent has recently had an order entered against them from the Federal Trade Commission regarding similar practices. Legal and administration have reached out to Complainant and offered references as to who she can contact on behalf of their complaint and may receive remedy from the appropriate federal commission who has jurisdiction.

**Recommendation:**

- Closure

A motion was made by Anthony Harris to accept Counsel’s recommendation.

Seconded by Wendell Naylor

Adopted by Voice Vote

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**8. Case No.: 2023043281 – Funeral Establishment**

**9. Case No.: 2023043301 – Funeral Director**

Complainant through counsel alleged that Respondent had failed to transport the decedent to a foreign country in a timely manner as they were contracted to do. Specifically, Complainant stated that the decedent passed away on December 24, 2021. Soon after, a contract was executed with Respondent on December 30, 2021, that would have the decedent shipped to Nicaragua. Complainant stated they were told this would take about four (4) weeks to process the paperwork, and payments were made during this time. However, Complainant stated that communication between the decedent’s family and Respondent broke down, leading to the family demanding to see the decedent’s body. Respondent arranged for a viewing in April of 2022, and staff at Respondent establishment

indicated that the decedent would be shipped soon. Complainant alleged that at the time of the complaint (September 2023) this transfer had still not occurred.

Due to the nature of the allegations, this complaint was immediately sent for investigation. During the course of the investigation, the investigator determined that Respondent establishment did not have a preparation room within their facility, and discovered the establishment that had done the preparation for this decedent. Upon arriving at the preparation establishment, the investigator confirmed via a licensed funeral director there that they had provided removal and embalming services for the decedent on behalf of Respondent establishment. The documentation showed that Respondent establishment had contacted them on December 29, 2021, to make the removal of the decedent. The employee stated that on December 30, 2021, the decedent was transferred to Respondent establishment so that the family could conduct a viewing, and following the viewing, the decedent was again transferred back to the preparation establishment. Upon arrival, the decedent was then embalmed. The employee of the preparation establishment stated that the decedent remained there until April 7, 2022, when the decedent was again transferred to Respondent establishment.

The investigator then traveled to Respondent establishment and spoke with the Respondent funeral director (the owner/manager of Respondent establishment). The investigator inquired as to the whereabouts of the decedent, and Respondent stated that the decedent was at the Respondent establishment. When the investigator questioned why the decedent had not been transported to Nicaragua, Respondent stated there had been delays with the paperwork and that Delta Airlines had limited flights to Nicaragua. Respondent stated that they were currently waiting on Delta Airlines to provide an update as to when the decedent could be shipped. While present, the investigator confirmed that the decedent was still present in a casket at Respondent establishment in a private viewing area of the funeral establishment.

Next, the investigator met with the family of the decedent. First, the son confirmed that they made arrangements with Respondent establishment and were told it could be anywhere from fifteen (15) days to a month to return the decedent to Nicaragua. The son confirmed he made payment on or about April 5, 2022, and that following full payment, the family visited Respondent establishment to view the decedent before he was shipped to Nicaragua. The son stated that after receiving confirmation, they made arrangements with a Nicaraguan funeral establishment to pick up the decedent from the airport. However, the decedent did not arrive at the estimated time. The son stated when

they contacted Respondent establishment, they were told that the flight had been canceled, but that the decedent would arrive the following Monday. Again, arrangements were made to pick up the decedent the following Monday, but the decedent did not arrive. The son stated that after several phone calls, he finally made contact with Respondent and Respondent informed him that the decedent would be shipped next Wednesday. Again, however, arrangements were made to pick up the decedent in Nicaragua, and the decedent did not arrive. Second, the investigator spoke with the brother of the decedent, who largely reiterated the same facts. On October 17, 2023, the investigator received a video and photographs from Complainant's counsel evidencing the arrival of the decedent in Nicaragua.

Finally, the investigator met again with Respondent funeral director who stated that he obtained the legal documents necessary from the Tennessee Health Department, medical examiner's office, and embalmer's statement needed to ship the decedent to Nicaragua. Respondent stated that after obtaining these documents, he sent them to the State of Tennessee Apostille for completion in August of 2022. Respondent stated that the airlines continued having problems with flights to Nicaragua and several flights had been cancelled. Respondent stated that he attempted to call the funeral home in Nicaragua several times, but that no one would answer the phone, which, as Respondent contends, delayed the flight several times. Respondent stated that finally in October of 2023, after he was able to get in contact with the Nicaraguan funeral home, arrangements were made with the airline and the body of the decedent was shipped to Nicaragua.

Based on the above, the documentation Respondent provided showed that some of the documentation was not requested until August of 2022, (specifically, the non-contagious letter from the medical examiner, dated August 8, 2022, and the embalmer's affidavit received on August 9, 2022). Based on the documentation provided, it appears that all necessary documentation was obtained in August of 2022. Likewise, despite two opportunities while meeting with the Department's investigator, Respondent did not provide confirmation or documentation to show that any flights had been canceled. Finally, based on information provided by the son and brother of the decedent, Respondent failed to effectively communicate these purported delays for over a year (April 2022 – September 2023).

**Recommendation for Funeral Establishment:**

- 6 month Suspension of License. \$ 1,000.00 civil penalty plus half the costs of investigation. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Anthony Harris for one (1) year Suspension of License. \$1,000.00 civil penalty plus half the costs of the investigation. Authorize via Consent Order and formal hearing if necessary.

Seconded by Wendell Naylor

Adopted by Voice Vote

**Recommendation for Funeral Director:**

- 6 month Suspension of License. \$1,000.00 civil penalty plus half the costs of investigation. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Anthony Harris for one (1) year Suspension of License. \$1,000.00 civil penalty plus half the costs of the investigation. Authorize via Consent Order and formal hearing if necessary.

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

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**10. Case No.: 2023043331 – Previously Licensed as a Funeral Director**

This complaint was opened in tandem with the two proceeding complaints. After the course of the investigation, the investigator found no evidence to suggest that this Respondent was involved in any capacity.

**Recommendation:**

- Closure

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

Seconded by Anthony Harris

Adopted by Voice Vote

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**11. Case No.: 2023056011 – Funeral Establishment**

**12. Case No.: 2023055991 – Funeral Director****13. Case No.: 2023053881 – Embalmer**

Complainant, son of the decedent, stated that on October 13, 2023, they had a funeral for their father in Kentucky. Complaint stated that initially they did not notice any issue at the service as they “thought [the decedent] look [sic] like he did 6 years ago. My mom thought they fixed his ear, and everything was finished.” However, Complainant stated that on October 19, 2023, they received a phone call from the funeral director in Kentucky and asked him to come to the establishment. Complainant stated that the Kentucky funeral director explained that the decedent was not their father and that their father was still at a Tennessee funeral establishment. Complainant explained he was told that Respondent establishment, upon their pickup to embalm the decedent, had mixed his father up with another decedent. Complainant provided that, by the time of the complaint, Respondent establishment was exchanging the decedents.

Respondent funeral director/embalmer responded stating that Respondent establishment received two death calls, one a trade call for the Kentucky establishment and one for the Respondent’s establishment. Respondent admits that the remains were mistakenly tagged and misidentified. Respondent explained that for the Kentucky establishment, what they believed to be the correct decedent was delivered to the Kentucky establishment on October 10, 2023, with an open casket visitation to take place on October 13, 2023, and the funeral and burial to follow immediately afterwards. Respondent stated that the wife of 60 years, 4 sons, grandchildren, and neighbors all viewed the decedent without any question regarding identity, and thus they were never made aware of their mistake. Meanwhile, the other decedent remained at Respondent establishment with a viewing scheduled for October 18, 2023. During this viewing, after several minutes, one of the family members inquired about the decedent’s missing part of his ear and also provided that the decedent didn’t look like their grandfather. Respondent said following this, they discovered that the incorrect decedent had been inadvertently delivered earlier to the Kentucky establishment. Respondent stated that they were completely transparent with the family they were servicing and disclosed that a mistake had occurred. Respondent stated they also worked diligently with the Kentucky establishment to correct the mistake. Respondent provided that the decedent was disinterred on October 20, 2023, and that the decedents were both returned to the correct establishments. Respondent provides that this exchange occurred within 48 hours of discovering the mistake. Respondent stated that they had offered on more than one occasion for the Kentucky establishment to send Respondent the charges for the services provided so that they could pay the financial obligation

for the Kentucky family. Respondent stated that as of the date of their response (November 6, 2023), they had not received the invoice. Likewise, Respondent stated they offered the family they were servicing a new suit, casket, and covered all the financial obligations that would have been incurred by the family. Respondent further stated that they have reviewed their policy and procedure for identification and have developed a more stringent policy, and again, Respondent admitted that they made a mistake and worked diligently and quickly to resolve the problem.

Based on the above, Complainant has provided no information that would implicate Respondent's embalmer license. Regarding Respondent's funeral director license, although a mistake was made, Respondent made efforts to rectify the mistake as soon as it was brought to their attention, including but not limited to cover the costs of the services for both decedents. While this does not erase the fact that a mistake was made, it does provide a mitigating factor to correct the mistake as soon as Respondent discovered it.

**Recommendation for Funeral Establishment:**

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

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

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

**Recommendation for Funeral Director:**

- Closure

A motion was made by Anthony Harris to issue a Letter of Instruction.

Seconded by Wendell Naylor

Adopted by Voice Vote

**Recommendation for Embalmer:**

- Closure

A motion was made by Anthony Harris to issue a Letter of Instruction.

Seconded by Tonya Scales Haynes

Adopted by Voice Vote

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**14. Case No.: 2023055391 – Funeral Establishment**

Complaint FUN-2023055391 was administratively opened prior to receiving the three proceeding complaints. The action taken above regarding this Respondent establishment is sufficient for purposes of this set of facts and circumstances.

**Recommendation:**

- Closure

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

Seconded by Anthony Harris

Adopted by Voice Vote

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**EXECUTIVE DIRECTOR'S REPORT:**  
**ROBERT GRIBBLE, EXECUTIVE DIRECTOR**

**LEGISLATIVE UPDATE:**

**HB1742/SB1599 – Funeral Directors and Embalmers**

Sunset Laws – As introduced, extends the board of funeral directors and embalmers to June 30, 2030. – Amends TCA Title 4, Chapter 29 and Title 62, Chapter 5.

**HB2097/SB2588 – Advisory Opinions**

Boards and Commissions – As introduced, requires state regulatory boards within the department of commerce and insurance and state health related boards within the department of health to issue advisory opinions upon request. – Amends TCA Title 62 and Title 63.

**HB2148/SB2908 – Insurance**

Insurance Companies, Agents, Brokers, Policies – As introduced, authorizes a funeral director or funeral establishment providing funeral services for a deceased person insured or believed to be insured under a contract of life insurance to request certain information about the life insurance contract. – Amends TCA Title 35; Title 56 and Title 62, Chapter 5.

**HB1811/SB2577 – Pre-need Funeral Contracts**

Funeral Directors and Embalmers – As introduced, authorizes sellers of pre-need funeral contracts to keep the interest that accrues on the contract after payment is made for the merchandise and services set forth in the contracts. – Amends TCA Title 62, Chapter 5.

**HB2173/SB2578 – Funerals**

Professions and Occupations – As introduced, revises provisions related to the special account in the general fund known as the “pre-need funeral account”; deletes the indigent burial fund. – Amends TCA Section 62-5-414.

**HB2440/SB2264 – Professions**

Professions and Occupations – As introduced, reduces, from 75 to 60 days, after the end of the pre-need seller’s fiscal year the time by which a pre-need seller and trustee must file an annual report with the commissioner of commerce and insurance. – Amends TCA Title 62 and Title 62.

**HB1916/SB2179 – Anatomical Gifts**

Anatomical Gifts – As introduced, creates a process by which an individual or terminal patient can refuse to make an anatomical gift that cannot be amended by another person; requires a procurement organization to follow certain procedures for contacting a decedent’s family member or other authorized person. – Amends TCA Title 63 and Title 68.

**HB2026/SB1908 – Cemeteries**

Cemeteries – As introduced, requires a cemetery company offering to sell a grave space in a pre-need contract to offer the option to pre-pay for the interment right and interment services applicable to the space; requires the offer of an option to pre-pay for the interment right and interment services to include a written disclosure of the days of the week for which such services for the purchased interment right would be available without additional fees and that pre-paying for the interment right and interment services is not to required but the choice not to pre-pay will likely result in an increase to the purchase cost in the future. – Amends TCA Title 46 and Title 47.

**HB2027/SB1909 – Grave Spaces**

Cemeteries – As introduced, creates a process by which a grave space will be considered abandoned and revert to the cemetery company that owns or controls the cemetery land or property on which the grave space is located if certain conditions are met. – Amends TCA Title 4; Title 26; Title 35; Title 46 and Title 62, Chapter 5.

**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 DECEMBER 9, 2023 – FEBRUARY 9, 2024**

**Establishment(s)**

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

Blount Mortuary Services, LLC  
Maryville, TN

Change of Location

Cremation and Funeral Services of Tennessee  
Greenbrier, TN

Change of Location

Martin Wilson Funeral Home  
LaFollette, TN

Change of Location

**Individual(s)**

**Type of License(s)**

Alana Sue Alberto  
Murfreesboro, TN

Funeral Director and Embalmer

Jennifer Rania Chaffin  
Altamont, TN

Funeral Director and Embalmer

Amanda Richelle Romansik-Burrage  
Southaven, MS

Funeral Director and Embalmer

Bradley Lewis Feickert  
Memphis, TN

Funeral Director and Embalmer  
Reciprocity – Texas and  
Arkansas

Rhett Gannon Morrison  
Muscle Shoals, AL

Funeral Director and Embalmer  
Reciprocity – Alabama and  
Mississippi

Marcy Reynolds Ronk

Funeral Director  
Jackson, TN

Presleigh Addison Sykes

Funeral Director  
Clarksville, TN

Crystal Christina Burston

Embalmer  
Greenbrier, TN

Caroline Lanise Liggins

Embalmer  
Memphis, TN

**CLOSED ESTABLISHMENT REPORT:**

There were 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 November 2023 and December 2023 Regulatory Boards Disciplinary Action Reports**

Respondent: Blount Mortuary Services, LLC, Maryville, TN  
Violation: Did not have a fixed place of business or establishment devoted to the care and preparation of dead human bodies  
Action: \$750 Civil Penalty

Respondent: Church & Chapel Funeral Service, LLC, Portland, TN  
Violation: Submitted a check to the Board for renewal of establishment license that was returned by the by the bank for insufficient funds and the establishment failed to remit funds and fees  
Action: \$250 Civil Penalty

Respondent: Fike-Randolph & Son Funeral Home & Cremation Services, Cleveland, TN  
Violation: Failed to report to the Board a change of establishment manager within the time required by law  
Action: \$500 Civil Penalty

Respondent: Hall Funeral Home, LLC, Celina, TN  
Violation: Failed to report to the Board the identity of the licensed funeral director managing, supervising, and responsible for the funeral establishment within the time required by law  
Action: \$500 Civil Penalty

Respondent: Larondett Jackson, West Memphis, AR  
Violation: Unreasonably delayed the filing of death certificates for thirteen (13) decedents  
Action: \$250 Civil Penalty

Respondent: Woodhaven Funeral Home & Memorial Gardens, Powell, TN  
Violation: Failed to report to the Board a change of establishment manager within the time required by law  
Action: \$250 Civil Penalty

**OPEN COMPLAINT REPORT:**

As of February 8, 2024, there were 44 open complaints.

A motion was made by Anthony Harris to accept the Executive Director's Report.

Seconded by Christopher Lea

Adopted by Voice Vote

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**INDIVIDUAL APPLICATION(S):**

**Sherionda Lynn Delaney  
Marion, AR**

**Funeral Director  
Reciprocity – Arkansas**

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

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

Adopted by Voice Vote

**Terry Lee Alexander  
Nashville, TN**

**Funeral Director**

Upon motion by Fred Berry and seconded by Wendell Naylor, based on the application record, this individual application was approved for licensure by the Board.

Adopted by Voice Vote

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**PUBLIC COMMENTS:**

President Pam Stephens asked if anyone desired to make public comments related to the agenda items.

Nobody made public comments at this time.

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**ADJOURN:**

A motion was made by Anthony Harris to adjourn.

Seconded by Fred Berry

Adopted by Voice Vote

The meeting was adjourned by President Pam Stephens at 11:24 a.m.

Respectfully submitted,

*Robert B. Gribble*

Robert B. Gribble, CPM, CFSP  
Executive Director