



**TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
615-741-5062**

**Minutes of Board Meeting
October 14, 2025**

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

ROLL CALL:

Lisa Bohannon called the roll, and it was established that a quorum was present.

BOARD MEMBERS PHYSICALLY PRESENT: Chris Lea, President; Wendell Naylor, Vice President; Tracy Allen, Don Haynes, Randy Nash, and Tim Wheeler

BOARD MEMBERS ABSENT: Scottie Poarch

STAFF MEMBERS PHYSICALLY PRESENT: Robert Gribble, Executive Director; Troy Bryant, Associate General Counsel; and Lisa Bohannon, Regulatory Board Administrative Manager

President Chris Lea explained the process for public comment, stating that any member of the public could provide comments related to agenda items, and that opportunity would be available near the end of the board meeting.

The following business was transacted:

AGENDA:

A motion was made by Tim Wheeler to adopt the agenda as published. The motion was seconded by Randy Nash.

Adopted by Voice Vote

AUGUST 12, 2025, MINUTES:

A motion was made by Randy Nash to adopt the minutes from the August 12, 2025, meeting as prepared and presented to the board. The motion was seconded by Tim Wheeler.

Adopted by Voice Vote

AUGUST 25, 2025, MINUTES:

A motion was made by Tim Wheeler to adopt the minutes from the August 25, 2025, meeting as prepared and presented to the board. The motion was seconded by Wendell Naylor.

Adopted by Voice Vote

LEGAL REPORT:
TROY BRYANT, ASSOCIATE GENERAL COUNSEL

1. Case No.: 2025040091 – Funeral Director

Complainant presumably the mother-in law of the decedent (Complainant did not provide their name or identify their relation to the decedent) alleged unprofessional conduct on behalf of Respondent establishment. Specifically, Complainant stated that on June 25, 2025, Respondent hosted an unauthorized public viewing of the decedent against the wishes of next of kin/wife of the decedent. Complainant further alleges that Respondent failed to notify the next of kin the event was taking place and that “fifty random guests were in attendance.” Complainant stated that the decedent was “unsuitable for viewing per [Respondent] staff themselves.” Complainant concluded by stating that “no apology or refund has been offered.”

Respondent replied stating that on June 23, 2025, they were advised by the local medical examiner that the family of the decedent had chosen Respondent establishment. The funeral director at Respondent establishment stated they were told verbally by two employees at the medical examiner’s office that the decedent’s daughter was the next of kin and point of contact. Respondent stated they contacted the daughter and were given permission to embalm. During this meeting, the decedent’s daughter was accompanied by the decedent’s mother and following a 90-105 minute arrangement meeting, the personal property of the decedent was released to the decedent’s mother and daughter. Respondent provides that the decedent’s father-in-law, father of the wife of decedent, was

present in the funeral home foyer as the decedent's daughter and mother came to their appointment and said nothing regarding the existence of the next of kin. Respondent stated roughly an hour after the arrangements were finalized, the funeral home received a call from the father-in-law stating that his daughter was the legal next of kin as the decedent's wife. The general manager made the father-in-law aware that arrangements had been made and permission to embalm had been given. The father-in-law stated they did not object to the embalming but stated that because the next of kin had not given permission, they would not be paying for it and only wished to pay for direct cremation. The father-in-law was made aware that the daughter and mother of the deceased would like to view the decedent before cremation, and Respondent stated there was no objection.

The wife/next of kin signed the necessary cremation paperwork on June 25, 2025. Following this, the funeral director advised the wife, father-in-law, and brother that the decedent had been prepared for viewing if they would like to see the decedent, and each declined. The funeral director stated that the decedent was embalmed and that the body was in "excellent condition for viewing" with "no smell or decomposition present or viewable whatsoever." The general manager did advise the brother over the phone that the decedent arrived as a "cherry red color" but that the color was not present for viewing because the embalming had gone well. Respondent attached a copy of the embalming report which denotes the red coloring upon arrival and the "excellent" nature for viewing. Respondent stated that later that day, the daughter and mother of the decedent arrived for their viewing and had brought other family members with them. Respondent stated they did not count the number of people but that "50 is a gross exaggeration" and that they stayed approximately 30-45 minutes. The following day Respondent spoke to the brother who inquired why a public viewing had occurred against their wishes. Respondent stated that no public visitation had taken place, and the brother referenced the private visitation for the daughter and mother of the decedent. The funeral director stated that the general manager spoke to the family where they demanded a refund for what had been paid for the cremation. Ultimately, the family was offered a \$1,000.00 refund and that they would only need to call the funeral home and give an address of where to send the check. Respondent stated that the funeral home never received any call as to where the refund check could be sent.

Based on the above, Respondent was advised by a medical examiner that the daughter of the decedent was the next of kin and point of contact. To Legal, it appears reasonable for Respondent to rely upon this information imparted by the medical examiner's office. Upon being made aware that a next of kin with higher priority existed, Respondent began working with the wife of the decedent instead.

Per Respondent's narrative, which Complainant did not deny in rebuttal, the next of kin were made aware that the daughter and mother of the decedent had requested a private viewing which was not objected to. Based on Respondent's narrative, the visitation was a private one with the daughter and mother of the decedent and was not open to the public, though other family members associated with the daughter and mother did attend. Respondent attempted to process a refund, but did not receive sufficient information from the Complainant to know where to send those funds. Notably, the allegation that the decedent was "unsuitable for viewing" is not based on Complainant's own personal knowledge, but in reliance upon a statement made by a representative of Respondent prior to embalming taking place.

Recommendation:

- Closure

A motion was made by Don Haynes to accept Counsel's recommendation. The motion was seconded by Wendell Naylor and adopted by voice vote.

2. Case No.: 2025041701 – Funeral Establishment

Complainant stated a website domain name with a different extension (such as .org or .net) redirected to Respondent's establishment rather than theirs. For example, if the website for Complainant's funeral establishment was www.troyfuneral.com, the domain name www.troyfuneral.net went to Respondent's establishment instead. Complainant stated that this domain was purchased on May 22, 2025.

Respondent replied stating that the Complainant's grandfather used to co-own Respondent establishment and that they recently opened a store-front funeral home down the street from Respondent establishment. Respondent stated that as part of this rollout, Complainant has engaged "in a media and advertising blitz." Respondent alleged that Complainant's advertisements violate applicable rules and statutes, but to this date has not yet filed a complaint. Respondent stated that they lawfully own a number of website names, some of which auto forward to Respondent's website and has never made the public aware of them. Respondent provides that Complainant makes no specific reference to any family that has been confused by the domain names and is only assuming that someone could be deceived. However, Respondent stated that out of an abundance of caution, they have turned off auto-forwards for the website referenced in the complaint.

Recommendation:

- Closure

A motion was made by Tim Wheeler to accept Counsel's recommendation. The motion was seconded by Wendell Naylor and adopted by voice vote.

3. Case No.: 2025042431 – Funeral Establishment

Complainant alleged unprofessional conduct on behalf of Respondent establishment. Specifically, Complainant stated that they have been attempting to receive a death certificate for their mother who passed away in July of 2023. Complainant stated they have tried for two years to get the issue addressed but had been unsuccessful.

Complainant provided a general timeline as follows:

September 2023: Filed a vital records request and learned that no death certificate had been filed. Complainant contacted the funeral director at Respondent establishment, but calls went unreturned.

June 2024: Complainant relocated from California to Indiana and did research to determine whose responsibility it was to complete the death certificate and determined that it was the funeral director at Respondent establishment.

July 2025: Contacted a local health center for help. The center began calling Respondent establishment but their calls went unanswered. One of the employees offered to personally visit the funeral home if they did not receive an answer.

July 25, 2025: Complainant received a call from the funeral director at Respondent establishment who offered to refund the entire burial cost of the decedent. Complainant stated that they only received a call back when they informed the Respondent that they had contacted the State. Complainant stated they were told that the funeral director had not filed the death certificate because they did not have the decedent's social security number. Complainant stated that they had that information but were never asked for it.

A funeral director from Respondent establishment replied stating that they had received a call from Complainant that day and were made aware that their mother's death certificate had not been completed. Respondent stated that they pulled the decedent's file and checked VRISM and could not confirm it had been completed, so the director called VRISM and was told they would need to complete a paper copy and mail it to them. Respondent stated they called Complainant and gave

them the timeline and stated they have kept them in the loop and emailed all information to them and that the death certificate would be mailed the following Monday. The funeral director stated they took full responsibility and that in ten (10) years, they had never made this mistake before and that she had numerous times apologized to Complainant for the error.

Based on follow up information obtained after the filing of the complaint, the death certificate was filed by Respondent on July 31, 2025, (2 years and 16 days after death) and mailed to Complainant on August 2, 2025. The Department confirmed that Complainant had received a certified copy from Respondent as of mid-August.

Recommendation:

- \$2,000.00 civil penalty. Authorize via Consent Order and formal hearing is necessary.

A motion was made by Tim Wheeler to assess a \$4,000.00 civil penalty. Authorize via Consent Order and formal hearing if necessary. The motion was seconded by Randy Nash and adopted by voice vote.

4. Case No.: 2025044351 – Funeral Director

Complainant, sister of the decedent, alleged unprofessional conduct on behalf of Respondent funeral director. Complainant stated that they live outside of Tennessee and contacted the cremation center that Respondent works for to handle the cremation of their brother. Complainant stated that the decedent's body arrived at the center on June 16, 2025, and wasn't cremated until July 11, 2025. Complainant also claimed that Respondent did not timely secure the death certificate or obtain the permit from the medical examiner's office. Complainant stated it took seventeen (17) days for them (funeral director) to obtain the death certificate and then the purported it took another five (5) days to contact the health department for the cremation permit. Finally, Complainant stated it took another four (4) days to perform the cremation. Complainant stated upon receiving the ashes on July 16, 2025, the ashes they received only weighed one pound thirteen ounces.

Respondent stated when they received the decedent on June 16, 2025, Complainant inquired as to how long the process to receive the cremains would take. Respondent provided the Complainant a sheet explaining the steps of cremation and had Complainant sign the form. On this form, the form explains that a physician must sign the death certificate and that Respondent has no control

over the time frame in which the physician will sign the form. Respondent stated they called the hospital the same day inquiring which doctor would sign the death certificate and were informed of the doctor the following day. The same day on June 17, 2025, they faxed a cremation permit to the doctor. On June 23, 2025, Respondent contacted Complainant to inform her that the death certificate had been assigned to a doctor and that they were waiting for them to sign the death certificate and cremation permit. Respondent stated that the doctor never signed the cremation permit and that ultimately the death certificate had to be used to receive the cremation permit. Respondent stated they were contacted by Complainant again on June 27, 2025, stating that they were having issues with the hospital regarding the decedent's date of birth and wanted to ensure that the doctor and hospital had correctly put the date of birth on the death certificates. Respondent describes Complainant's further behavior as using "inappropriate language" and "all we heard from her was that we were incompetent and that the cremation and death certificate shouldn't have taken but a few days to complete." Respondent stated the Complainant indicated they would be filing a complaint against the hospital and the doctor for having the incorrect birth date which is what held up the death certificate from being signed. On June 27, 2025, an automated message contacted Complainant thanking them for the opportunity to serve their family, to which Complainant responded on July 2, 2025, that "she did not need this information" but wanted updates on the decedent's progress. Respondent informed Complainant on July 2, 2025, that the death certificate was ready and was sent to the medical examiner's office with the cremation permit for approval. On July 7, 2025, Complainant contacted Respondent and told them that she had called the Medical Examiner's office and that the cremation permit was ready. Respondent replied that they had received the cremation permit and would contact her when the cremation had been completed. Respondent stated there were other individuals scheduled for cremation, but indicated they would contact Complainant once cremation had been completed. Respondent stated that on July 11, 2025, the decedent was cremated and Complainant was then notified. On July 18, 2025, Complainant contacted Respondent inquiring why the remains were only 1 pound and 13 ounces. Respondent stated they called Complainant three times on July 19, 2025, and did not receive a response back. Respondent stated they do not weigh cremains after cremation, but that the decedent was placed in a container provided by the funeral home and that the receipt from the office states the cremains along with the container weighed 4 pounds 14.9 ounces. Respondent stated they were in constant contact with Complainant via phone and texts and did the best they could to get the death certificates and cremains to her as quickly as possible.

Based on the above, it appears that Respondent made reasonable efforts acquiring the death certificate and cremation permit. Throughout this process, Respondent stayed in consistent communication with Complainant informing them about delays and issues occurring outside of their control. In fact, one such issue Complainant brought to Respondent's attention (the incorrect birth date) that directly correlated to a delay in receiving a certified death certificate and cremation permit. The cremains received by Complainant appear to be consistent weight wise with the weight of the package sent via USPS (Respondent attached a copy of the receipt that showed it weighed 4 pounds 14.9 ounces). For point of reference, the picture that Complainant took of the remains were of the cremains only in a bag and did not include the container Respondent had sent them in.

Recommendation:

- Closure

A motion was made by Randy Nash to issue a Letter of Instruction. This was seconded by Tim Wheeler and adopted by voice vote.

5. Case No.: 20250044631 – Funeral Establishment

Complainant, wife of the decedent, stated that Respondent "insisted on consulting and taking direction from my stepdaughters regarding the funeral arrangements of my husband" following a lapsed insurance policy. Complainant claimed they had asked several times over email that Respondent deal with her directly rather than the stepdaughters but showed no evidence of these emails. Complainant also claims that Respondent is overcharging for services.

Respondent stated that the decedent came into their care on July 11, 2025, after transfer from another funeral establishment and that initially Complainant had requested a traditional funeral and burial for the decedent and ultimately allowed the daughters of the decedent to have a viewing prior to the burial. On July 12, 2025, Respondent requested that Complainant provide insurance information to cover the costs of the requested funeral services. However, Respondent soon learned that neither insurance policy Complainant presented could be used. The first policy had lapsed and was not assignable and the second had only been active for two (2) months and could not be used due to its short active time. Respondent stated they waited patiently for Complainant to provide alternate means of payment. However, the day before the funeral, Complainant informed Respondent they were unable to pay for the funeral and would thus allow for the decedent's children to choose how they wanted to honor their father. The daughters requested a viewing and to use the casket that Complainant had chosen for the funeral and

Respondent provided a quote for the service. In turn, the daughters and several friends compensated Respondent for the viewing and other services rendered. Following this viewing, Complainant returned to Respondent and requested a cremation of the decedent's remains because she could not afford a funeral and burial and stated she would withdraw money from her 401K to cover the cremation cost. The requisite paperwork was completed and the cremation occurred. However, Respondent stated Complainant has yet to compensate Respondent for the cremation services provided. Respondent added that while they have been waiting for Complainant to compensate them for the cremation services provided, they have received calls from other cremation providers who have indicated that Complainant is claiming Respondent establishment is having trouble providing cremation services. Respondent stated despite this mischaracterization they are still waiting for Complainant to compensate Respondent for services provided.

Based on the above, it appears that when Complainant learned the insurance policies could not be used to pay for the funeral expenses, Complainant, the next of kin of decedent, ceded the right of disposition to the daughters of the decedent. In a rebuttal, Complainant attached an email to Respondent that stated, " I [Complainant] spouse of the deceased give permission to the children of [decedent] to make payment and handle his funeral service and/or memorial, viewing service and all other services rendered with the service." Respondent worked with the daughters in order to arrange a viewing and funeral service that was separately arranged with the daughters paying Respondent. However, ultimately, Complainant's wishes were still followed following the viewing and funeral service as Complainant requested that the decedent be cremated. Per the wishes of the next of kin, the decedent was cremated and Complainant has yet to pay for such services.

Complainant provides several emails to Respondent. Some emails request an itemized bill of services and clarification on services to be provided. However, these emails all come after Complainant surrenders the right of disposition on July 17, 2025, at 9:08 p.m. Following this date, Complainant's requests for itemized charges are moot as the right had been legally vested in the decedent's daughters. Further, in a conversation with Legal, Respondent indicated that an itemized bill was processed and sent to Complainant with Complainant ultimately paying for the services the week of September 22nd. Later the same day, Respondent provided Legal a copy of a statement of funeral goods and services for the cremation services Complainant requested. The top of the bill noted it was "revised" to differentiate from the original canceled agreement.

Complainant provided no specific proof that Respondent is overcharging for services, and evidence suggests based on Complainant's payment of the cremation bill, that an itemized bill was provided to Complainant which was later corroborated by Respondent providing a copy of the itemized bill directly to Legal.

Recommendation:

- Closure

A motion was made by Wendell Naylor to accept Counsel's recommendation. The motion was seconded by Don Haynes and adopted by voice vote.

6. Case No.: 2025045051 – Funeral Establishment

Complainant, a local competitor of Respondent establishment, alleged that Respondent had an advertising violation for a billboard publicly displayed. Specifically, Complainant stated that it advertises direct cremation and immediate burial with its prices displayed, but did not include itemized pricing for the advertised services. Complainant provided a photograph of this billboard that did not include itemized pricing.

Respondent replied stating that the billboard in question had only been posted for a few days and accurately reflected the overall price on their General Price List. However, Respondent stated within one hour of receiving the complaint, they contacted their billboard vendor and approved a redesign that met the itemization requirements. Respondent brings attention to the fact that this complaint came from a competitor and the motivations behind the complaint. On August 15, 2025, two days after their response, Respondent provided a final approved revision of the replacement board they were printing. For point of reference, the complaint was filed on August 7, 2025.

After viewing the latest version of Respondent's billboard, it appears to still be in violation by failing to list all items (specifically transfer of remains and fails to clearly indicate whether the cremation fee is included in the advertised price) and appears to suggest Respondent is in a different physical location by stating they have been serving a community that the location is 20 miles from.

Recommendation:

- Letter of Warning

A motion was made by Tim Wheeler to assess a \$500.00 civil penalty. Authorize via Consent Order and formal hearing if necessary. This was seconded by Tracy Allen and adopted by voice vote.

7. Case No.: 2025049251 – Funeral Establishment

Complainant, Respondent from the previous complaint, filed a complaint against the Complainant from the previous complaint alleging that their billboard also didn't meet the advertising requirements by failing to list an itemized list of the charge displayed. Complainant purports that the billboard is located in a border town and while the establishment is in an adjacent foreign state, the violating advertisement is in Tennessee. Complainant attaches a copy of the billboard, and purports to have attached confirmation from the billboard company that the billboard is located in Tennessee, but such confirmation was not attached to the complaint. Legal contacted Complainant and received a forwarded email from the billboard company indicating the billboard in question is located in Tennessee.

Respondent replied stating that they are not associated with the funeral home in question or the advertisement. Respondent stated that while both the funeral establishment in the foreign state and Respondent establishment are owned by the same parent corporation, the billboard was created by the foreign establishment with foreign state audiences in mind, and that Respondent was not involved in the design, approval, or placement of the billboard. Respondent stated further that the advertising agreement with the billboard company had since concluded and that the billboards are being removed. Respondent stated that they do not currently maintain any active billboard advertising and again were not responsible for the advertisement in question.

Based on the above, Respondent is not the entity who erected the billboard. While the border establishment in question and Respondent may be owned by the same corporate entity, that does not result in a violation against Respondent establishment. However, the establishment referenced in the complaint is a licensed establishment in the foreign state who placed a billboard advertisement in Tennessee. As such, those advertisements must conform to Tennessee law. Respondent has indicated on behalf of the foreign establishment that the billboard is no longer present in Tennessee. But that for future reference, advertisements placed in Tennessee must abide by Tennessee's laws and rules regardless of whether that entity is in Tennessee.

Recommendation:

- Closure for the listed Respondent, but a Letter of Warning sent to the foreign funeral establishment with a custom closure letter to the Complainant explaining the resolution of this case.

A motion was made by Wendell Naylor to accept Counsel's recommendation. This was seconded by Randy Nash and adopted by voice vote.

RE-PRESENT

8. Case No.: 2025036701 – Funeral Establishment

Complainant stated they contacted the owner/manager of Respondent establishment on June 12, 2025, to make arrangements and received a price estimate. Complainant stated they drove to the Respondent business, but that the owner/manager was not present. Complainant stated they contacted Respondent again on June 13, 2025, picked an urn, selected an engraving, and paid in full. Complainant alleged that Respondent said they would mail Complainant a copy of the contract, but Respondent never did. Complainant said that ultimately, Respondent called Complainant's sister who then signed the contract. Complainant stated a week later on June 19, 2025; her sister received a call from the coroner's office stating that Respondent had not yet picked up the decedent's body. Complainant stated their sister provided that she had called Respondent every day in the previous week because the coroner continued to call her, and that Respondent had not been answering the coroner's calls. Respondent alleged that her sister was told by Respondent that there would be an additional charge for cleaning due to decomposition and bugs, but that Respondent had still yet to pick up the decedent. Complainant stated they called Respondent several times and was sent to voicemail and only received a call back when they threatened to file a complaint. Upon receiving a call from Respondent, Complainant states they were told by Respondent they did not pick up the body from the coroner's office because the urn didn't arrive. Complainant questions why it was expedited, and that the urn only arrived after Complainant stated Respondent had 24 hours to get the urn. Complainant stated that ultimately, they received the cremains on June 25, 2025, two weeks after their passing.

Complainant provided additional information stating that they only received the email they were supposed to receive on June 13, 2025, containing the contract on July 15, 2025. A month and four days after the decedent passed and two weeks after cremation. Based on information provided, it does not appear that services proceeded without a contract (Complainant states that their sister signed the

contract sometime around June 13, 2025, but does speak to the delay on behalf of Respondent).

On July 28, 2025, Legal still did not have a response from Respondent and called to receive one. After discussing with Respondent, they stated that they would provide a response to be sent to Legal later that day. The following day, after not receiving the response, Respondent contacted Legal and stated that they would submit the response the next day, July 30, 2025. Legal did not receive the response on July 30, 2025, and as of today, has yet to receive a response.

Recommendation: *\$2,000.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.*

Board Decision: Tabled until next Board meeting

Update: *This matter was scheduled to be presented at the August board meeting as above, but the morning of the board meeting, August 12, 2025, Legal received a response from Respondent. In the interest of fairness, the Board voted to table the matter so Legal had sufficient time to review Respondent's reply.*

The afternoon of August 11, 2025, Respondent replied stating that the decedent passed away on June 11, 2025, and they were contacted the following day by Complainant, brother-in-law of the decedent, asking about service and an urn. Respondent stated they advised Complainant to go to a website to look at urns that were offered and invited Complainant to ask them any questions they may have. Eventually, Complainant decided on an urn and a final price was given. After the price was given, Complainant decided they wanted the urn engraved and told Respondent verbally what they wished to have engraved. Respondent called the supplier and got a new price with the engraving that was approved by Complainant. On June 13, 2025, Respondent stated they spoke with the decedent's wife and got the death certificate information from her and the following evening (Saturday, June 14, 2025) spoke with Complainant who paid the contract in full. Respondent stated they ordered the urn on June 16, 2025, but that before the supplier would send the urn they required approval of the order. At this time, Complainant was out of the country, so Respondent asked the decedent's wife for approval which was ultimately given. Respondent stated they contacted the medical examiner on Wednesday, June 18, 2025, to arrange the transport of the decedent. Respondent stated they were informed that the decedent had many body piercings as well as possible flies, ants, and fly larvae. Respondent stated they called the wife of the decedent and inquiring if she wanted any of the piercing jewelry and advised that

there was a GPL charge for disinfecting an unembalmed body to remove the piercings. Respondent was advised that the wife did not wish to have any of the body piercing jewelry, but only the rings, bracelets, watch, etc. Respondent stated that this was removed and returned to the wife when she and Complainant arrived at the Respondent location on June 25, 2025, to receive the cremated remains in the engraved urn. Respondent stated the wife only signed the cremation authorization as the next of kin and that the wife did not sign the contract. Respondent stated that to date, Complainant still has not signed the contract despite emailing and calling several times. Respondent stated that they were not notified that Complainant were planning to arrive at the Respondent location and that had they been given notice, they would have advised that they were unavailable because they were in the hospital from June 11, 2025, through June 14, 2025. Respondent stated Complainant never asked to make an appointment and that their appearances there were random. Respondent denies that they received calls from the wife, Complainant, and the medical examiner office. Respondent stated that their calls are rolled if they are not at the office, and that they always answer if they're present. Respondent stated they have fully refunded the cost for the cremation and urn to Complainant since he was dissatisfied with the service.

Respondent attached a release of human remains document that showed the decedent was released to Respondent on June 19, 2025. Respondent also attached a receipt of cremated remains signed by the next of kin on June 25, 2025. The complaint was opened on June 26, giving Respondent an opportunity to respond within their two-week window up and until July 10th. Legal did not receive a response until August 11, 2025. Therefore, Respondent's reply to the complaint is deemed late. Based on the above it does appear that Complainant has mistaken the cremation permit, signed by the decedent's wife, for the contract. Respondent stated in their formal reply and in conversation with legal that the contract had never been signed, and they had made numerous attempts to have Complainant sign the contract. It is unclear why services moved forward without a valid executed contract but perhaps could have been to avoid further delay. It appears that the contract sent several weeks later was not a late follow up in sending the contract, but another attempt on behalf of Respondent to have Complainant sign, which appears to have also gone unanswered.

The primary issue from Legal's view is the delay in picking up the decedent from the medical examiner's office. Respondent does not offer an explanation as to why they waited from June 12, 2025, the date of first contact, to June 19, 2025, the date of pickup, a weeklong delay occurred. Respondent shared they were in the

hospital for health issues from June 11, 2025, through June 14, 2025, but does not explain the additional five-day delay. It is unclear if the bug issue occurred due to this delay or was already an issue upon arrival at the medical examiner’s office.

Recommendation: \$2,000.00 civil penalty to be reduced to \$1,500.00 only if Respondent provides, to the satisfaction of the Department, proof of the refund of all funds to Complainant and or their family. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Randy Nash to accept the Council’s recommendation and add a Letter of Instruction regarding contracts are to be executed at the time of arrangements. This was seconded by Tim Wheeler and adopted by voice vote.

EXECUTIVE DIRECTOR’S REPORT:
ROBERT GRIBBLE, EXECUTIVE DIRECTOR

FY2025 BUDGET CLOSING DOCUMENT (4 YEAR COMPARISON):

The Executive Director presented a detailed financial overview, comparing revenues and expenses over a four-year period. The presentation also indicated fiscal year and reserve balances.

LICENSEE REPORT:

REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF AUGUST 9, 2025 – OCTOBER 9, 2025

<u>Individual(s)</u>	<u>Type of License(s)</u>
William Ray Buck Sparta, TN	Funeral Director and Embalmer
Caitlin Dawn Druen Mount Juliet, TN	Funeral Director and Embalmer
Meghan Marie Kenney Lynnville, TN	Funeral Director and Embalmer
Jasper Thomas McClure Dickson, TN	Funeral Director and Embalmer
Morgan Ashley McCormick Nashville, TN	Funeral Director and Embalmer

David Joseph Oneill Chattanooga, TN	Funeral Director and Embalmer
Thomas Eli Ridgeway Paris, TN	Funeral Director and Embalmer
Trevor Hall Shackelford Bolivar, TN	Funeral Director and Embalmer
Devin James Troxler Oakland, TN	Funeral Director and Embalmer
Alisa Nicole Von Thaden Memphis, TN	Funeral Director and Embalmer
Harlea Sue Cisneros Church Hill, TN	Funeral Director and Embalmer Reciprocity – Oklahoma
Katelyn Marie Copeland Andersonville, TN	Funeral Director
Monica Crutch Jones Apison, TN	Funeral Director
Jon Thomas Kennedy Selmer, TN	Funeral Director
Jerry Wayne Bowman Henagar, AL	Funeral Director Reciprocity – Alabama
Robert Eric Huggins Ringgold, GA	Funeral Director Reciprocity – Georgia
Brandon Marquis Lockwood Covington, TN	Funeral Director Reciprocity – Arkansas and Mississippi

CLOSED ESTABLISHMENT REPORT:

Since the last board meeting, one (1) establishment has been recorded as closing:

- Cosmopolitan Funeral Services, 239 West Lafayette Street, Jackson, TN

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 July and August 2025 Regulatory Boards Disciplinary Action Reports

Respondent: Associated Family Funeral Home, LLC, Adamsville, TN
Violation: Conducted twenty-six (26) funeral and cremation services without a licensed funeral director as manager in charge of the funeral establishment
Action: \$2,000 Civil Penalty

Respondent: John Alan Blevins, Columbia, TN
Violation: Engaged in funeral directing with an expired funeral director license
Action: \$500 Civil Penalty

Respondent: Eric Arnold Botts, Knoxville, TN
Violation: Engaged in funeral directing with an expired funeral director license
Action: \$750 Civil Penalty

Respondent: Byrettia Lawrence Broady, Nashville, TN
Violation: Engaged in funeral directing with an expired funeral director license
Action: \$250 Civil Penalty

Respondent: Jason Matthew Bruner, Johnson City, TN
Violation: Signed six permits for cremation of human remains with an expired funeral director license
Action: \$250 Civil Penalty

Respondent: Melanie Burroughs Cole, Germantown, TN
Violation: Engaged in funeral directing and operated as a manager of a funeral establishment with an expired funeral director license
Action: \$500 Civil Penalty

Respondent: Comfort Cremation Center, Chattanooga, TN
Violation: Engaged in the operation of a funeral establishment without a valid funeral establishment license and without a fixed place of business and engaged in numerous deceptive acts or practices as defined in the Funeral Rule
Action: \$5,000 Civil Penalty

Respondent: Cremation Society of Tennessee, Columbia, TN
Violation: Permitted an individual to engage in funeral directing with an expired funeral director license

Action: \$500 Civil Penalty

Respondent: Joseph S. Ford, Sr., Memphis, TN
Violation: Unprofessional conduct (unreasonably delayed the filing of a death certificate and failed to provide the decedent's cremated remains, death certificate, or personal belongings), not answering complainant's inquiries, and failed to respond to multiple complaints within the time specified in the notice

Action: \$4,500 Civil Penalty

Respondent: Justin Joseph Ford, Memphis, TN
Violation: Unprofessional conduct (unreasonably delayed releasing death certificates certified by a physician, failed to timely order a purchased headstone, and failed to treat a member of the public in a respectful manner), listed as an embalmer on one death certificate without possessing a valid embalmer license, and failed to respond to complaints within the time specified in the notice

Action: \$7,000 Civil Penalty

Respondent: Hooker Funeral Home, Clarksville, TN
Violation: Did not have a funeral director with a valid license as manager in charge of the funeral establishment

Action: \$250 Civil Penalty

Respondent: Joe Ford Funeral Home, LLC, Memphis, TN
Violation: Unreasonably delayed the filing of a certificate of death and did not respond to the complaint within the time specified in the notice

Action: \$2,000 civil penalty and sixty (60) day suspension of funeral establishment license

Respondent: Joe Ford Funeral Home, LLC, Memphis, TN
Violation: Unprofessional conduct (unreasonably delayed releasing death certificates certified by a physician) and failed to respond to the complaint within the time specified in the notice

Action: \$2,000 Civil Penalty

Respondent: Justin Ford Funeral Home, Memphis, TN
Violation: Unprofessional conduct (unreasonably delayed releasing death certificates certified by a physician), did not have a fixed place of business that is devoted to the care and preparation of dead human bodies, did not have adequate furnishings, including but not limited to, chairs, tables, desks, and office supplies, and did not respond to complaints within the time specified in the notice

- Action: \$5,000 Civil Penalty
- Respondent: Ricky Lynn McNeese, Jr., Soldotna, AK
Violation: Unprofessional conduct (abandoned a decedent in an employer's funeral establishment vehicle while stalking an individual at or near a private residence)
Action: \$2,000 civil penalty, suspension of funeral and embalmer licenses for 12 months, and requirement to complete 5 hours of in-person continuing education in ethics
- Respondent: Aaron Lee Meroniuk, Murfreesboro, TN
Violation: Engaged in funeral directing with an expired funeral director license
Action: \$750 Civil Penalty
- Respondent: Millington Funeral Home, Inc., Millington, TN
Violation: Permitted individuals to engage in funeral directing without a funeral director license and an employee's business card either gave or tended to give the impression the unlicensed individual was licensed and entitled to practice as a funeral director
Action: \$3,000 civil penalty and \$816.75 costs
- Respondent: Motley & Rivers Funeral Home, LLC, Whiteville, TN
Violation: Did not have a funeral director with a valid license as manager in charge of the funeral establishment
Action: \$500 Civil Penalty
- Respondent: R. S. Lewis & Sons Funeral Home, Memphis, TN
Violation: Did not have a funeral director with a valid license as manager in charge of the funeral establishment
Action: \$500 Civil Penalty
- Respondent: R. S. Lewis & Sons Funeral Home, Memphis, TN
Violation: Permitted an individual to make funeral arrangements for three decedents with an expired funeral director license
Action: \$500 Civil Penalty
- Respondent: R. S. Lewis & Sons Funeral Home, Memphis, TN
Violation: Permitted an individual to make funeral arrangements for three decedents with an expired funeral director license
Action: \$500 Civil Penalty
- Respondent: SAG Funeral Home, Nashville, TN
Violation: Unprofessional conduct (embalmer of establishment did not make every reasonable effort to return the viscera to the body)

cavity for final disposition or failed to follow regulations in the event the embalmer was unable to return the viscera to the body cavity)

Action: \$250 civil penalty and \$495 costs

Respondent: Terrell Broady Funeral Home, Inc., Nashville, TN

Violation: Permitted an individual to sign three death certificates with an expired funeral director license

Action: \$500 Civil Penalty

Respondent: Trinity Funeral Home, Paris, TN

Violation: Did not have a funeral director with a valid license as manager in charge of the funeral establishment

Action: \$250 Civil Penalty

Respondent: Whitson Funeral Home, Cookeville, TN

Violation: Permitted an individual to sign an authorization for cremation form without a valid funeral director license

Action: \$250 Civil Penalty

Respondent: Williams Funeral Home, Mount Pleasant, TN

Violation: Permitted an individual to act as a manager of the establishment with an expired funeral director license and failed to list the reason for embalming on several Statements of Funeral Goods and Services Selected

Action: \$750 Civil Penalty

Respondent: Williams Funeral Home & Crematory, Columbia, TN

Violation: Permitted an individual to engage in funeral directing with an expired funeral director license and failed to list the reason for embalming on several Statements of Funeral Goods and Services Selected

Action: \$750 Civil Penalty

OPEN COMPLAINT REPORT:

As of October 8, 2025, there were a total of 62 open complaints, 33 against funeral directors and/or embalmers and 29 against funeral establishments.

A motion was made by Tim Wheeler to accept the Executive Director's Report. The motion was seconded by Don Haynes.

Adopted by Voice Vote

INDIVIDUAL APPLICATION(S):

Joseph Thomas Simon
Nashville, TN

Funeral Director

A motion was made by Tim Wheeler to deny the application based on Tenn. Code Ann. § 62-5-317(a)(1). However, the President determined the motion failed due to the lack of a second.

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

Adopted by Voice Vote

Board member voting contrary to conclusion: Tim Wheeler

NEW BUSINESS:

Board Fees:

Board members were provided with information regarding the financial condition of the Board for the fiscal year ending June 30, 2025. Board members discussed a proposed increase in board fees.

Authorization for Legal to proceed with the Rulemaking package:

Board members received an overview of the upcoming rulemaking process. Legal counsel outlined the procedures and expectations for the rulemaking hearing.

A motion was made by Tim Wheeler to authorize Legal counsel to continue moving forward with the Rulemaking packet. The motion was seconded by Randy Nash.

Adopted by Voice Vote

Note: The Board recessed at 11:42 a.m. and reconvened at 11:48 a.m.

Sunshine Law Presentation/Training – Open Meeting and Public Records:

Associate General Counsel Troy Bryant delivered a presentation on the Sunshine Law, emphasizing its role in promoting transparency and accountability in government. The presentation highlighted key provisions of the law, including requirements for public access to meetings, records, and official actions of public bodies.

International Conference Funeral Service Examining Boards, Inc.:

A motion was made by Christopher Lea and seconded by Wendell Naylor to accept the delegate grants and select Tracy Allen and Tim Wheeler to attend the annual meeting of The Conference in February 2026.

Call for Expressions of Interest: 2026 Board Leadership Roles

The following board members expressed interest in serving in the specified leadership roles for the upcoming term.

President: Wendell Naylor

Vice President: Randy Nash

Continuing Education Liaison: Tracy Allen

PUBLIC COMMENTS:

President Chris Lea inquired if any members of the public wished to provide comments on the agenda items. No public comments were offered at that time by those attending the meeting, either in person or virtually.

ADJOURN:

A motion was made by Tim Wheeler to adjourn. This motion was seconded by Randy Nash.

Adopted by Voice Vote

The meeting was adjourned by President Chris Lea at 12.24 p.m.

Respectfully submitted,

Robert B. Gribble

Robert B. Gribble, CPM, CFSP
Executive Director