



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

**Minutes of Board Meeting
March 10, 2026**

President Wendell Naylor called the meeting to order at 10:03 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: Wendell Naylor, President; Randy Nash, Vice President; Tracy Allen, Don Haynes, Chris Lea, Scottie Poarch, and Tim Wheeler

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

President Wendell Naylor 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:

Randy Nash made a motion to adopt the agenda as published. Tim Wheeler seconded the motion and adopted by voice vote

DECEMBER 9, 2025, MINUTES:

Don Haynes made a motion to adopt the minutes of the December 9, 2025, meeting as written and presented to the board. Chris Lea seconded the motion and adopted by voice vote.

JANUARY 13, 2026, MINUTES:

The minutes of the January 13, 2026, meeting will be presented at the April 14, 2026, meeting.

LEGAL REPORT:
TROY BRYANT, ASSOCIATE GENERAL COUNSEL

1. Case No.: 2025069471 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 5, 2025. During the course of this routine inspection, the inspector observed the following:

- a) The funeral director's license for manager of Respondent establishment expired on August 31, 2025, and did not meet the requirements for reinstatement until September 16, 2025. During the unlicensed period, there was no evidence to show that the manager acted in the capacity of a funeral director but continued to function as manager of Respondent establishment while it remained open for business.
- b) Respondent's funeral establishment license expired on October 31, 2025, and did not meet requirements to reinstate the license until November 5, 2025. During the unlicensed period Respondent establishment continued to operate in the capacity of a licensed establishment including providing services to nine (9) decedents.
- c) Respondent is using the Authorization for Cremation and Disposition of Human Remains for a Georgia crematory. Respondent and this Georgia crematory are owned by the same corporate entity; however, Respondent has not been using their own authorization forms but the unapproved form from the Georgia crematory. During the unlicensed period, Respondent utilized the Georgia cremation forms for eight (8) individuals without the proper Tennessee approved cremation form. **Respondent stated they had been cremating decedents at their Georgia location and decedents from Georgia the prior year and used the same authorization. Respondent stated they were never told that they had to use a Tennessee authorization for using a Tennessee crematory. Respondent stated they have since corrected this and are using Tennessee authorization forms.**

Recommendation:

- \$3,000.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Randy Nash to accept Counsel's recommendation. The motion was seconded by Tracy Allen and adopted by voice vote.

2. Case No.: 2025069491 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 5, 2025. During the course of this routine inspection, the inspector observed the following:

- a) Manager of Respondent establishment (the manager from the previous complaint) permitted their funeral director license to expire on August 31, 2025, and did not meet the requirements to reinstate the license until September 16, 2025. During the unlicensed period, Respondent acted in the capacity of a funeral director. In addition to acting as manager of Respondent establishment with an expired license, the manager was listed as the funeral director on the death certificate for one (1) decedent. **The manager of Respondent establishment stated they did sign a permit and cremation authorization form by mistake during the unlicensed period while they were in the process of getting their license renewed.**
- b) Likewise, the funeral establishment for Respondent establishment permitted their funeral establishment license to expire on October 31, 2025, and did not meet the requirements to reinstate the license until November 5, 2025. During the unlicensed period, Respondent establishment provided services to eight (8) individuals.

Recommendation:

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

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

3. Case No.: 2025069501 – Funeral Director

This case was administratively opened following a routine inspection conducted on November 5, 2025. During the course of this routine inspection, the inspector observed the following:

Respondent is the unlicensed individual identified in the two proceeding complaints who permitted their funeral director's license to expire on August 31, 2025, and did not meet the requirements to reinstate the license until September 16, 2025. During the unlicensed period, Respondent acted as manager of the preceding crematory and establishment and was listed as the funeral director for one (1) death certificate. **Respondent reiterated their response from the previous complaint.**

Recommendation:

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

A motion was made by Randy Nash to accept Counsel's recommendation. The motion was seconded by Chris Lea and adopted by voice vote.

4. Case No.: 2025070721 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 25, 2025. During the course of this routine inspection, the inspector observed the following:

*Note: This is the companion complaint to a complaint the Board heard in January regarding an apprentice funeral director who signed an Authorization for Cremation forms. In the apprentice's response they indicated that they were advised by their supervisors that they were permitted to sign the authorization forms.

Five (5) Authorization for Cremation forms had been signed by an apprentice funeral director. The inspector stated, "[the manager] was aware that [the apprentice] had signed as a witness for the authorizing agents, acting as a licensed funeral director for five (5) decedents." **Respondent replied that signatures were on Authorization of Cremation documents form meeting with families whose loved ones were in their care. Respondent stated the meetings were under the direct supervision of a licensed funeral director, and the authorizations were signed by the supervising licensed director as well. However, Respondent stated that "some authorizations needing the signature of the licensed director were overlooked before going into the client file." Respondent asked for leniency as they had unintentionally committed the violations.**

Recommendation:

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

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

5. Case No.: 2025068091 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 12, 2025. During the course of this routine inspection, the inspector observed the following:

During the inspection, there appeared to be an issue with the crematory retort as the local fire marshal stated there had been complaints concerning large volumes of smoke emanating from the retort of the crematory. The fire marshal said that several businesses in the area had to close their doors at certain times due to the large amount of smoke coming from the crematory. The manager of the crematory stated the crematory did appear to have problems and provided the field representative with a journal he had written with a list of problems. The manager stated he had contacted the corporate office about an inspection by the manufacturer and to make repairs to the retort, but they were expected to arrive between November 12-14, too late to be completed before the routine inspection by the Board. While there, the manager was asked to start the retort, which the manager obliged. After forty (40) minutes, the retort temperature was approximately one thousand four hundred eighty-seven degrees (1487). Next, the inspector asked the manager to provide a copy of the current operating permit issued by the Air Pollution Board. The permit expired on January 27, 2024, and did not appear to have been renewed. The manager contacted the corporate office, but a valid operating permit could not be obtained. **Respondent replied stating that at the time of the inspection, no cremation was in progress and that the retort was started and operated for inspection purposes and reached 1,487 degrees after approximately forty minutes. Respondent stated the crematory manager had previously observed intermittent operational issues and had notified corporate management of the issues in advance of the inspection. Respondent stated likewise, they had contacted the crematory manufacturer to request inspection and service of the retort, though they had originally anticipated to arrive during the week of November 12-14, 2025, the service appointment was rescheduled. Respondent stated since this inspection, the crematory "has taken further steps to ensure that the retort is operating properly and in accordance with manufacturer specifications and applicable regulatory standards." Respondent did not state whether the service appointment has since occurred or whether the issue has been identified. Next, regarding the expired operating permit, Respondent "immediately escalated this issue to corporate management and initiated corrective action to address the permit status." Respondent stated they have worked with the appropriate regulatory authority to resolve the lapse and ensure that all required permits are current and maintained.**

Recommendation:

- \$2,000.00 civil penalty and referral to Tennessee Department of Environment & Conservation regarding the identified retort maintenance issues. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Randy Nash to accept Counsel's recommendation with a reinspection to be conducted by our Board after TDEC reissues the crematory permit. The motion was seconded by Tim Wheeler and adopted by voice vote.

6. Case No.: 2025068101 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 12, 2025. During the course of this routine inspection, the inspector observed the following:

- a) Respondent's General Price List dated 11/1/2025 included numerous errors of the FTC Funeral Rule, including:
 - a. Embalming of autopsied remains
 - b. Use of facilities & staff for graveside service
 - c. Casket Price List was incorrect
 - d. Outer Burial Container Price List was incorrect
 - e. No price range for Direct Cremation
 - f. No price range for Immediate Burial
 - g. "Immediate Burial with minimum container" must be specific

Respondent stated immediately following the inspection, the GPL was reviewed in its entirety for compliance with FTC Funeral Rule requirements, and they revised the GPL, Casket Price List, and Outer Burial Container Price List to correct all noted deficiencies, price ranges for direct cremation and immediate burial were properly stated in compliance with FTC, disclosure language was reformatted to ensure clarity and compliance, and staff was instructed to utilize the corrected versions only moving forward.

- b) Respondent moved to a new location in approximately November 2024. However, signage from the old location had not been removed from the previous location. **Respondent stated the old, outdated signage at the former location was removed, and internal procedure was implemented to ensure that any future location changes are accompanied by immediate removal of all prior identifiers, and**

advertising/public facing materials have been reviewed to ensure consistency with the current licensed location.

Recommendation:

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

A motion was made by Chris Lea to accept Counsel's recommendation. The motion was seconded by Randy Nash and adopted by voice vote.

7. Case No.: 2025074381 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on December 8, 2025. During the course of this routine inspection, the inspector observed the following:

Five (5) Statements of Funeral Goods and Services Selected failed to list a reason for embalming beside the "Embalming Disclosure" line. During the inspection, the inspector spoke to the manager of Respondent establishment in which the inspector raised the issue where Respondent establishment had received a warning regarding the same violation on an inspection conducted on October 24, 2024. The inspector provided that the current manager was the same manager when Respondent received the warning during the previous inspection.

Respondent replied stating they are experiencing a glitch in its proprietary contract management system that directly affects the field where the reason for embalming is designed to be entered. Respondent stated that during the arrangement conferences, the system works as intended where the funeral director may manually enter the reason for embalming and the Statement of Funeral Goods and Services Selected is printed and the family receives a copy of the document as the rule requires. However, Respondent stated they have learned that the system was not programmed to retain the embalming information that is entered manually, so when the contract is printed at a later time for purposes of an inspection, the contract is missing the manually entered embalming information. Respondent stated they are working to re-code the system so that the information manually entered is retained in future printings and that for the time being they have instructed funeral directors to scan a copy of the executed statement and any other required documentation so that the information is available for future reprints. Respondent attached a copy of the identified Statement of Funeral Goods

and Services Selected that did have the reason for embalming listed in the required field.

Recommendation:

- Letter of Warning

A motion was made by Randy Nash for a \$500.00 civil penalty. Authorize via Consent Order and formal hearing if necessary. The motion was seconded by Tim Wheeler and adopted by voice vote.

8. Case No.: 2026002481 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on December 16, 2025. During the course of this routine inspection, the inspector observed the following:

Upon arriving at Respondent establishment, a “KEEP OUT (dangerous building)” Notice had been placed by the county office of construction code enforcement. The notice was dated December 1, 2025. Written on the notice was “must get permit for work already done.” The inspector called the manager of Respondent establishment and met with him the following day to discuss it. The manager stated they were aware of the notice and that the building was deemed unsafe due to needing structural repairs. The inspector inquired as to where they had been conducting business, making funeral arrangements, and serving families for Respondent establishment. The manager stated that since August 2025 they had been serving families at a separate establishment they also owned and occasionally met with the decedent’s family members at their residence. Files were unable to be viewed during this inspection, but the inspector confirmed that Respondent had provided services to five (5) decedents ranging from August 19, 2025, through October 23, 2025, with no services occurring after that date.

Respondent replied stating they had obtained an estimate from a renovation company dated October 15, 2025, that involves roofing replacement, soffit/cornice/trim installation, structural repair, and permitting. Respondent stated the estimated cost is \$20,450. Respondent’s counsel stated, “the project was undertaken with the intent of maintaining continuous operations while ensuring all regulatory requirements were met.” Respondent stated that each family they serviced was fully informed of the construction activities and offered the option to utilize alternative funeral establishments if they had concerns. Counsel claimed that the notice posted “was related solely to permit processing delays, not to any unsafe conditions or

regulatory violations that would prevent operation of the business.” Counsel also stated that the inspector may have misinterpreted the manager’s statement that client files and records, to ensure confidentiality, were being stored at a secure off-site location during the construction period and that the inability to inspect the records was due to privacy protection, not an attempt to conceal information or mislead the inspector. Second, counsel stated that “[Respondent is and has continuously been a fixed place of business dedicated to funeral service operations. The establishment has not changed locations, ceased operations, or failed to maintain the essential characteristics of a fixed place of business. The renovation project was specifically designed and executed in phases to allow the establishment to remain operational and compliant with all regulatory requirements for a fixed place of business throughout the construction period” and that families were able to enter the building and receive services until construction activities commenced on October 16, 2025. Respondent stated the project has experienced delays due to discovering additional needed repairs and unfavorable weather conditions. Finally, counsel denied any violation of public areas claiming that the establishment had two restroom facilities that met all requirement sand had public areas that “have been maintained in accordance with regulatory requirements.” Respondent provided that all necessary building and electrical permits have been obtained and issued as of December 17, 2025.

Based on the above, all parties agree that entrance to the physical location of Respondent establishment was impossible from October 16, 2025, up and until the two permits were obtained on December 15, 2025, and December 17, 2025. For two (2) months, families contracting with Respondent establishment could not enter a brick and mortar location of Respondent establishment as the Fixed Place of Business rule requires. The inspector obtained a list of individuals that Respondent had contracted with since planning began in August of 2025. Two (2) of those individuals were contracted with during the time period that the brick and mortar location could not be entered (one on October 16, 2025, the other on October 23, 2025). While Respondent may have found alternate locations to meet and contract with the two (2) consumers (at a different funeral establishment, their home, etc.) the fact remains that neither consumer could have met at Respondent’s fixed place of business had they chosen to do so.

Recommendation:

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

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

9. Case No.: 2026004341 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on January 12, 2026. During the course of this routine inspection, the inspector observed the following:

Respondent's pre-need seller registration expired on October 31, 2025, and a voluntary surrender of license/registration form had not been sent to the Board office. An email notification was sent to the owner of Respondent establishment dated November 4, 2025, regarding the expired registration and steps for reinstatement. On December 11, 2025, during an inspection on Respondent establishment a Notice of Violation – Warning was issued to Respondent for the expired preneed registration with the violation to be fixed in fourteen (14) days. At the time of the inspection, preneed offerings continued to be offered on the establishment website despite the fact the preneed registration had expired a month and a half earlier. Per a conversation with the manager, no preneed contracts had been written since the October 31st expiration. Again, in email correspondence on December 11 and 12, a list of items needed and steps to take were outlined for the closure of the preneed seller registration. The website was updated and reference to preneed offerings were removed as of December 18, 2025.

Respondent did not respond to the complaint.

Recommendation:

- \$1,500.00 civil penalty. Authorize via Consent Order and formal hearing is necessary.

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

10. Case No.: 2025065581 – Funeral Establishment

Complainant, stepdaughter of the decedent provided that their stepfather had passed away on October 6, 2025. During the arrangement conference an employee of Respondent establishment asked if Complainant was the daughter of the decedent to which Complainant responded she was the stepdaughter but had a durable power of attorney and was the executor of the estate. Complainant

contends the employee then told them that she would not be permitted to sign for the burial since the decedent had a surviving spouse. Complainant informed the employee that the decedent's wife would not be included in the decision making for final disposition and that she possessed the right of disposition due to the POA. Complainant stated the employee indicated they would talk to their attorney and upon returning indicated that the POA does not apply and that Complainant did not have the right of disposition. Complainant told the employee she could contact the decedent's wife but would not approve any expenses that the wife requested, but the employee informed Complainant that she (the surviving spouse) would be e-signing the needed paperwork. Complainant requested a copy of this documentation on several occasions and did not receive the documentation signed by decedent's wife.

Respondent replied through counsel stating that it is their policy that they will not release documents or information to any person other than the person executing those documents unless the individual requesting them presents sufficient evidence of legal entitlement. Respondent stated based on the documentation provided by Complainant, it appeared that the POA expired upon the death of the decedent and that this was the only documentation Complainant had presented purporting to have a legal right to the signed contract. Respondent stated if Complainant could provide them with compelling evidence of legal entitlement, they would be happy to provide the requested documentation.

Complainant attached a copy of the POA that purportedly gave Complainant the right of disposition and it states specifically, "This Power of Attorney shall continue effective until my death" and appears to be a POA related strictly to financial decisions preceding death.

Based on the above, if Complainant believes there is a legitimate challenge to the determination of next of kin determinant based upon the POA documentation provided in their complaint, it is not within the Board's determination as to whether, in this circumstance, a POA would survive the decedent's death in order to apply the right of disposition to the Complainant. In Legal's review, it is not readily apparent that Respondent violated applicable statutes involving next of kin determination. As such, Legal recommends closure with any remaining next of kin determination issues to be determined by a court of competent jurisdiction.

Recommendation:

- Closure

A motion was made by Chris Lea to accept Counsel's recommendation. The motion was seconded by Tracy Allen and adopted by voice vote.

11. Case No.: 2025069121 – Funeral Director

Complainant, sister of the decedent, said that she arrived at the hospital on September 25, 2025, at around 6 p.m. and was informed the funeral establishment that Respondent works for had taken possession of the decedent. Complainant stated they are the oldest of the children and was confused as to who had approved the funeral home to take the decedent's body. Complainant stated that the decedent was not married and had toddler children so purported that she should be the next of kin. Complainant stated they called the funeral home the following day and "was met with resistance and attitude" when a worker (Complainant does not indicate this was Respondent) indicated that the next of kin issue could be a probate issue. Complainant stated they went to the probate court but were told that the process could take weeks. Complainant stated they learned that a non-biological family member was the one to make arrangements and retain the funeral establishment's services. Complainant alleged that the individual was listed as the brother of the decedent on the death certificate in order to gain next of kin rights. However, Complainant does not mention Respondent by name at any point in the complaint nor alleges any specific action that Respondent is alleged to have done.

Respondent stated that she notated a call that took place on November 17, 2025, from Complainant. Respondent indicates that this was the first time they had ever heard from or been contacted by Complainant. Respondent stated that she was told by Complainant that she was the older sister of the decedent who the funeral home had provided services for back in September of 2025, and that the individual who identified themselves as the brother of the decedent was not actually the brother because he had not been legally adopted. Respondent stated she inquired as to whether the decedent had children (learning they were minors) and whether the decedent had surviving parents (learning that the decedent had a surviving father). Respondent stated she informed Complainant that legally the father would be next of kin, but that she never replied with his name, where he was, or any information. Respondent stated she did not share too much information as she could not verify or determine who was on the phone claiming next of kin authority for a service that had been performed two months earlier. Respondent stated she informed Complainant that the individual who had been given the next of kin determination had identified himself as the brother of the decedent when he came in on September 29, 2025, when making arrangements for the decedent. Complainant shared she had come to Tennessee from out of state on September

25th when the decedent had passed. Respondent inquired why Complainant had not come to the funeral home at this time or had come forward claiming the right of disposition. Complainant stated they were advised by their attorney to go through probate and get possession of a death certificate, but, according to Respondent, stated she instead was “going to prosecute everybody” because the person who had been given right of disposition was “estranged.” Respondent advised the process to correct a death certificate via affidavit and notated her name and phone number. The call ended with further threats of prosecution. Respondent stated following this call she checked their call logs to see if Complainant had previously called, but the only record that came back was the call she had received on November 17, 2025. Respondent stated that per Complainant’s complaint, she is unsure how the hospital would have advised that the funeral home had received the decedent on September 25, 2025, as the funeral home did not come into possession of the decedent until September 26, 2025. Respondent states that if Complainant had truly called the establishment on the 26th of September and claimed she was the legal next of kin, they would have stopped all arrangements if there was any notification of next of kin being in dispute. Respondent stated arrangements were not made until September 29th, and that they received no indication that the person who had identified themselves as the decedent’s brother was not the next of kin until Complainant’s call in November. Respondent further stated that they were never informed by another brother (not the one Complainant claims is “estranged” but a different one) that the “estranged” brother was not who he said he was or that there was any concern with proceeding with him as the identified next of kin. Respondent stated they were unaware there was any issue until November 17th.

Based on the above, Respondent is not named in Complainant’s complaint by name, and the complaint does not describe specific behavior Respondent is alleged to have done. Based on provided information, a brother that Complainant claims is “estranged” identified themselves as the next of kin and moved forward with making arrangements. According to Respondent, another brother did not refute the identity of the “estranged” brother or indicate that they had any objection to the “estranged” brother moving forward with the arrangement conference. If there are remaining next of kin determinations to be made, it should be done through a court of competent jurisdiction and probate as Complainant’s attorney recommended. For that reason, partnered with the fact that Complainant fails to identify any action on behalf of Respondent that amounts to a violation of applicable laws or rules, Legal recommends closure.

Recommendation:

- Closure

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

12. Case No.: 2025072341 – Funeral Establishment

Complainant, sister of the decedent, alleged that Respondent had made an incorrect next of kin determination. Specifically, Complainant stated while speaking to an employee of Respondent establishment they were told that the girlfriend of the decedent had made arrangements for the decedent. Complainant asked how the girlfriend could make arrangements when the decedent had two (2) sisters. Complainant stated they were told that the individual had information that showed they were a spouse. Complainant alleged that the spouse was lying and that she (the spouse) had already signed all the necessary documentation. Complainant also stated that Respondent had already provided the decedent's personal effects and the insurance policy.

Respondent replied stating that when the case first opened, the only contact information provided to Respondent was for the decedent's significant other. The significant other informed their staff that the decedent had a limited relationship with his sisters and that they had a life insurance policy in place with Respondent establishment listed as the beneficiary for funeral and burial related policies. After the decedent passed, the decedent's sisters came forward and asserted themselves as next of kin. Respondent stated that their authority superseded that of the "significant other" and that both sisters requested the decedent be cremated with no service. Respondent followed the direction of the sisters, and all necessary documentation was signed, and the cremains were released to the sisters on November 2, 2025. Respondent stated the significant other chose to sign the contract and accept financial responsibility understanding that her preferences were overridden due to statutory requirements. Respondent stated a refund was issued since the originally anticipated services were not performed. Respondent stated that they had relied on the information supplied to them by the medical staff, but that when the proper individuals with the right of disposition came forward, they immediately followed their wishes and preferences for the service.

Legal reached out to Respondent to differentiate between whether the original person identified was a "spouse" or a "significant other" i.e. girlfriend since Complainant seems to use one term and Respondent another. Legal verified this was a girlfriend of the decedent. Upon the decedent's death, the hospital provided contact information for the girlfriend as the individual to speak to regarding the

disposition of the decedent. The girlfriend began to make arrangements and paid the necessary funds. However, once the sisters came forward, Respondent properly acknowledged them as having the right of disposition, went with the sister's preferences over the girlfriend's even though the girlfriend was the financially responsible party. Respondent reimbursed the funds to the girlfriend since the underlying services had changed. Upon Legal's view, there is no violation as they followed documentation provided by the hospital and upon being made aware that individuals with higher right of disposition priority existed followed their direction.

Recommendation:

- Closure

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

13. Case No.: 20256003711 – Funeral Establishment

Complainant, daughter of the decedent, stated her mother passed away on December 9, 2025, and that Respondent was in charge of the decedent and her remains. Complainant stated that the decedent had a life insurance policy that named their brother as the beneficiary but that their brother is incarcerated. Complainant stated they traveled from out of state to Tennessee to meet with their older brother (not the incarcerated brother) on December 20, 2025, to find paperwork related to the decedent's affairs, but that the incarcerated brother already had their daughter remove the paperwork related to the life insurance information. Complainant stated they asked for this documentation from Respondent, but that Respondent purportedly refused to provide the documentation. Additionally, Complainant called Respondent on December 22, 2025, to ask for a certified copy of the death certificate and were also refused this documentation. Complainant stated they are trying to handle everything needed to be handled after the death of their parent, but that Respondent is working only with their incarcerated brother through Complainant's niece.

Respondent replied stating that on December 9, 2025, they received a call from a hospital regarding the decedent and were told that family members would come in the following date to make arrangements. Respondent stated they spoke with the older brother, and he stated he would not be able to attend the arrangement conference due to a previous appointment and that Complainant would not be able to attend because she was out of state, but he would provide her email address so documents could be emailed to her if needed. Present at the arrangement

conference was another sister (not Complainant), that sister's son, the daughter of incarcerated brother, and the incarcerated brother attending via phone. The sister provided that they had come in with the decedent in 2021 to do preliminary arrangements for cremation and provided documentation showing the decedent wished to be cremated. During this meeting both the sister and sister's son stated they did not wish to be the informant due to conflict within the family. The incarcerated brother stated that his daughter was his representative and that she would be the informant and he would obtain all documents from her when he was released on January 23, 2026. The incarcerated brother also provided that he was the beneficiary of two insurance policies and that they would cover the cremation and urn. He also provided that all documents that needed to be signed by him would need to be emailed to his case manager at the correctional facility. Respondent stated the insurance company advised they would need the signature of the beneficiary. Respondent stated before the meeting ended, they had received signatures for cremation from the sister who was present and their son and Respondent spoke to the older brother who asked to be emailed along with Complainant and the incarcerated brother. Respondent claimed the next day they received a threatening phone call from Complainant who said that if they cremated the decedent she would sue. Respondent inquired about when she would like to come in and make arrangements and how she would be paying. Complainant purportedly replied that she would be paying with her mother's insurance policies. Respondent explained that the beneficiary of the policies, the incarcerated brother, had agreed to pay for the cremation wishes of the decedent, and if there were any add-ons or changes, Complainant would be responsible for those expenses. A few days later Complainant called and demanded that all the siblings resign cremation paperwork stating the niece would not be picking up the cremated remains. Ultimately, all siblings signed the cremation paperwork. On December 18, 2025, Complainant called Respondent stating they would be in town and wanted to pick up her portion of the cremains and the death certificate. Respondent replied "that we would call the informant to see if we could get permission to get her a copy. The informant ['niece'] was called and stated that some hostile things had been said, and she did not feel comfortable in giving us permission to release a death certificate to her." As such, when Complainant arrived and was given their portion of the cremains, Respondent stated that were not allowed to give her a death certificate because of their policy. Respondent stated, "the policy in place. . . states that the informant (the person listed on the death certificate) is the only person allowed to receive a death certificate unless directed otherwise by the informant. If someone is requesting a death certificate that is not the informant (listed on the death certificate), we require permission from the informant to give out a death certificate to the person requesting. This policy has been in place for more than

twenty years” and that if someone is unable to receive a death certificate from them, they tell them to go the Department of Health to obtain a copy. Respondent stated there was clearly a lot of family conflict at play and they do not want any part of that conflict.

Based on the above, in Legal’s view, Respondent has violated Tenn. Code Ann. Section 62-5-703. The cited statute addresses the order in which the right of disposition transcends. Under subsection (3) it states in part, “the sole surviving child of the decedent, or if there is more than one (1) child of the decedent, the majority of the surviving children.” However, as it appears based on Respondent’s reply, though operating as the incarcerated brother’s representative, it appears the niece was given deference as the informant per Respondent’s policy. While the informant listed on the death certificate and the identified next of kin are the same person in a lot of circumstances, being listed as the “informant” does not give a statutory right to precede the right of disposition. That is, just because someone is listed as the informant does not allow them to jump priority to make decisions, such as who may and may not receive a death certificate. If Respondent had chosen to contact the incarcerated brother and bring the request to the attention of the surviving children the analysis in subsection (3) (involving the clause of “less than one half (1/2) of the surviving children. . .” the matter would be different as the right of disposition and thus decision of the death certificate would still be vested in the siblings leaving potential for Complainant to be legally overruled. However, here, as described by Respondent the niece by proxy of being the representative of the incarcerated brother and being the informant was given superseding right of disposition in violation of the statute. It is not persuasive to Legal, and is in fact cause for more concern, that this policy that, depending on facts and circumstances, may result in a violation of 703 has been in place for twenty (20) years. In short, Respondent gave decision making authority involving the death certificate to the niece superseding the Complainant’s decision-making authority imparted to them by the statute.

Recommendation:

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

A motion was made by Tracy Allen to accept Counsel’s recommendation. The motion was seconded by Don Haynes and adopted by voice vote.

Complainant is a crematory center who has worked with Respondent establishment for a number of contracts. Complainant alleges that Respondent has “ongoing non-payment of cremation and morgue services” between October 23, 2024, and May 2025. Complainant stated that they email an invoice immediately after receiving a decedent; however, Respondent has invoices from 167 to 233 days past due. Complainant indicates they have acted in good faith and made numerous accommodations to assist Respondent, including holding decedents for two additional weeks at no charge, performing cremations within 24 hours of receiving authorization, and making special arrangements including meeting on Sunday to ensure timely return of cremated remains. Complainant confirmed that through their software, they are able to determine whether an invoice has been received or viewed and have confirmed that each invoice has been reviewed by Respondent, one as many as nine (9) times without paying. Complainant stated the total outstanding balance is \$3,471.00 and further provided that while they regret escalating the matter, they felt they had no choice due to lack of response and continued delinquency on behalf of Respondent.

Respondent replied indicating that all but two (2) of the invoices have now been paid off. Respondent indicated that these two (2) remaining invoices would be paid by the end of next week. Legal called Complainant to verify this was the case and they confirmed that out of the original nine (9) unpaid invoices, only two (2) remained. However, the two (2) that remained outstanding were two hundred ninety-six (296) days old as of March 5, 2026.

Recommendation:

- \$1,000.00 civil penalty. Authorize via Consent Order and formal hearing if necessary.

A motion was made by Tim Wheeler to accept Counsel’s recommendation. The motion was seconded by Chris Lea and adopted by voice vote.

15. Case No.: 2025072121 – Funeral Establishment

Complainant, mother of the decedent, alleged unprofessional conduct on behalf of Respondent establishment. Complainant stated their son passed away on July 26, 2025, and that an employee of Respondent establishment came to their home on July 31st, and they signed a contract following an arrangement conference. Complainant stated she was promised to have a spot for the service at a specific establishment location, however, after the first payment Complainant was advised that spot, date, and time were no longer available. Complainant stated she selected white, blue, and purple flowers but that the flowers on the day of the

service were only white and were dying. Complainant stated the funeral was held on August 9, 2025, and Complainant did not receive flowers from the casket, the sign book, thank you cards, or anything from the service. Complainant stated that cremation was supposed to occur on August 14, 2025, but that morning they were told something had gone wrong with the crematory's computer so they would be unable to print out the necessary paperwork, but that he would be cremated the next day. Complainant stated they signed the cremation documentation on the 14th but that two people from Respondent establishment did not come to pick up the paperwork until August 16th. On the 18th, Complainant was told that the decedent had been cremated, and Complainant was asked to select an urn. Complainant stated she hadn't heard from Respondent for a while and that around September 17th, she got a text from the employee stating they had an urn and the cremains can be dropped off on the following Friday. Complainant stated that the employee did not arrive at the specified time. Complainant ultimately reached out to the crematory and learned that the decedent's ashes were still there after being cremated on August 21, 2025.

Respondent did not respond to the complaint.

Respondent establishment is currently under a suspended funeral establishment license. The alleged activity occurred prior to the license suspension. Based on the unique situation, Legal recommends that this complaint be closed and flagged so that it can be readdressed when the suspension ends and if Respondent establishment takes the necessary steps to reinstate their license following completion of the suspension.

Recommendation:

- Close and Flag

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

16. Case No.: 2025073611 – Funeral Director

Complainant alleged unprofessional conduct on behalf of Respondent outlining two phone calls in which Respondent is alleged to have been "abusive aggressive, hostile, and disrespectful in conduct." Complainant stated the first call occurred on December 4, 2025, at 7:03 a.m. Complainant stated that Respondent called their office seeking an update on a case that Respondent's funeral home had referred out to Complainant's firm. Complainant alleged that after they informed Respondent the next of kin had selected cremation, Respondent was "sarcastic

and critical, implying a lack of knowledge on [Complainant's] part." Complainant also alleged Complainant adopted a "threatening tone" and claimed they would be sued when Complainant informed Respondent that cremation documents were signed by the next of kin on November 28, 2025. Complainant stated the second call occurred the same day approximately thirty minutes later at 7:31 a.m. where Respondent initiated the call with a "aggressive, hostile, and disrespectful demeanor." Complainant claimed that Respondent scolded them for "not following her instruction to ship the deceased and threatened to report me to the [out of state] funeral board for proceeding with the cremation" even though Complainant explained they were proceeding with cremation due to legally executed documents signed by the next of kin.

Respondent explained that they were upset with the manner in which Complainant handled the services for the decedent. In an attempt to provide context, Respondent stated the decedent had gone through a divorce and moved to Tennessee to live with their grandmother for approximately eight (8) months and returned to the out of state city to their place of employment. The decedent was only in the foreign city for thirty-four (34) days before their death. Respondent stated that while the decedent had surviving parents, they had given their consent to allow the maternal grandmother to make the arrangements and had told several family members he did not want cremation, but to be buried beside his grandfather. Respondent stated this was all explained to them in a November 14, arrangement conference with the decedent's maternal grandmother and that she was planning to make arrangements to have the decedent moved from the foreign city back to Tennessee for burial. Respondent stated upon contacting the original establishment that had possession of the decedent they quoted a transfer fee of \$5,000.00 plus air fare. The grandmother asked if they could call around and see if another funeral home could make it cheaper as she did not anticipate it would be so much money. Respondent eventually contacted Complainant's establishment who quoted a price of \$2,219.00 with air far included. Respondent stated Complainant forwarded the authorization for release of remains and that the grandmother signed it the next day and was returned to Complainant's firm. However, Respondent stated they discovered on December 4, 2025, that Complainant's firm had purportedly convinced the parents to cremate the decedent instead. Respondent stated Complainant was the only individual they ever spoke to regarding the situation and claimed that Complainant had even spoken with the grandmother and tried to convince her to proceed with cremation and alleged that Complainant had worked to convince all involved family members to proceed with cremation.

Based on the above, the only allegations the Board needs to address are Complainant's that Respondent was, "abusive aggressive, hostile, and disrespectful in conduct." Complainant provides no audio recordings, written communication, or any form of evidence that the two December 5, 2025, conversations contained any communication that would rise to the level of unprofessional conduct. It is the Complainant's burden to show that a violation of applicable laws or rules has occurred and Complainant, in Legal's opinion, has not met this burden, asking the Board to only take their word regarding what occurred. This, at best, is a "he said she said" regarding the nature and effect of those communications and is not enough to have carried the necessary burden to show violation of applicable rules.

Recommendation:

- Closure

A motion was made by Chris Lea to accept Counsel's recommendation. The motion was seconded by Tracy Allen and adopted by voice vote.

17. Case No.: 2025074811 – Funeral Establishment

Complainant stated that the decedent, their biological grandmother but also their adoptive mother, had her visitation at Respondent establishment on December 11, 2025, and that their father arrived to sign the life insurance policy that he is the beneficiary of, "only to be bombarded by family at the door, stating that if he did not sign, my grandmother would not be buried." Complainant stated their dad left without signing any documentation and the funeral was postponed. Complaint claims their father told him that no one at Respondent establishment indicated that he needed to sign anything and then claims that their aunt signed a form reserved for their father and that this was only discovered because the insurance company called him. Complainant stated only, "I am under the impression that [Respondent] tried to send this form through without my dad's consent."

Respondent replied stating that the decedent passed away on December 7, 2025, and an arrangement conference was scheduled for the following day. Respondent stated that the decedent's daughter (the individual Complainant identifies as the "aunt") and her three (3) children were present and that Complainant and their father were not. At the end of the arrangement conference the aunt signed the Statement of Goods and Services and was asked how the expenses would be taken care of. The aunt stated that there were a few insurance policies that would be used to take care of the expenses but didn't know the policy numbers or the named beneficiary. Paperwork was prepared for both surviving heirs, the aunt and

Complainant's dad, to sign. On the night of the visitation, the aunt saw the funeral director in charge and signed the paperwork, Respondent stated they went ahead and submitted the paperwork with only the aunt's signature. The employee stated they did not see the father during the visitation but instructed Complainant that the father would need to sign some documentation the following day so the service could proceed. On the day of the funeral, an hour before the service, family members began to arrive, but Complainant's dad did not. Likewise, Complainant had not arrived so they called Complainant and let her know that if her father didn't sign the paperwork that day the funeral would be postponed until they had all paperwork signed and funding secured. Approximately two (2) minutes before the service, Complainant's father arrives at the funeral home and was instructed to follow the employee to sign the necessary paperwork. Respondent stated Complainant's father refused to sign anything because on one of the policies he was listed as a secondary beneficiary and that he wasn't signing that money over to Respondent establishment. Respondent claims that the father began loudly yelling at the employee and their staff and then yells at the family. After a few words between family members, the father departs the establishment resulting in the service being postponed. The next day, the father calls Respondent establishment and begins yelling over the phone asking, "what it would take to get [his] mom buried?" Respondent stated that the insurance funds would need to be assigned to them in order to pay for the funeral bill or that the funeral bill would need to be paid in full before proceeding. Respondent stated the father threatened to get a lawyer and says that they were trying to take the funds without his approval. Respondent explained that the aunt, his sister, had given them permission to use the insurance policies without knowing who was listed as the beneficiary, so they drafted the necessary paperwork in the interest of saving time and explained that since he, the father, had never signed the paperwork for either policy they are unable to request those funds anyway because the documentation lacks his signature. The aunt later calls Respondent, and they agree to schedule a meeting to sit down together and contact the insurance companies. Respondent stated the father agreed to sign over only one policy which was worth \$4,000.00. After the father signed this form, the remaining balance was around \$5,900 and explained to the father it would need to be taken care of before proceeding. Eventually, this money was raised by the decedent's family, and the service was rescheduled for December 22, 2025. Respondent stated that the father and his family have made no effort to get the balance paid and that they have only filed the necessary paperwork on the one policy because the other lists the father as the only secondary beneficiary and they cannot proceed without his signature.

Complainant submitted a rebuttal that sets out to refute some of what was claimed by Respondent, however, from Legal's review most of the information contained in the rebuttal does not go to the heart of the issue and are mainly only detail oriented disputes, hypothetical questions as to why Respondent did not proceed in one way as opposed to another, and a lengthy text conversation between Complainant and their cousin that is not particularly relevant to the allegations included. The relevant information appears to revolve around the aunt "going behind the families back" with regard to using the life insurance policies to pay for the funeral.

Per Complainant's initial complaint, the heart of the issue is that Complainant perceived that Respondent was attempting to go around their father, on the two insurance policies by submitting documentation that had the aunt's signature but not Complainant's father's. Complainant specifically states in their rebuttal, "My father had every intention of signing his policy, the main reason he was upset was because he received a phone call from the insurance company saying that [aunt/Respondent] sent a form without his signature on it. My father assumed they were going behind his back to use the policy left to him." Based on the information provided in Respondent's reply, this does not appear to be the case. Evidenced by the fact the necessary documentation was signed one day before the service (by the aunt) and attempted to be signed the day of the service (by the father) it appears that Respondent was trying to move quickly to meet the family's needs regarding the selected day of the service. Respondent states in their reply that the aunt was forthcoming that they were unsure how much the policies were and who the beneficiaries were. Respondent indicated they would draft the paperwork, have both surviving heirs sign to cover their bases and would proceed that way, and the worst case scenario, if an heir who was not the beneficiary signed separately (as happened with the aunt) the money would not be forwarded anyway as the policy release awaited the correct signature. Respondent did not intentionally move forward "without [Complainant's] dad's consent" because it was per se impossible to receive such funds without the father's signature and any attempt to have forms signed and sent was so that the funeral could be paid for prior to the service, even two minutes prior as was the case with the father's signature. Ultimately, what Complainant has alleged does not appear to be either possible or to have occurred because Respondent indicated that the remaining funds were not paid with the policy that the father was the beneficiary of but paid through other family members and their fund raising. Stated more simply, Complainant's "impression" that Respondent had tried to send the policy form through without their father's consent did not occur and could not have occurred.

Recommendation:

- Closure

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

18. Case No.: 2026001281 – Funeral Establishment

Complainant only claimed that an unlicensed individual had made arrangements with families on several occasions. Complainant did not provide any additional information.

Respondent replied, stating that any involvement by non-licensed staff was administrative in nature and under the direction of a licensed funeral director. Respondent stated that to ensure this is not a concern in the future, funeral arrangement conferences are conducted directly by a licensed Tennessee funeral director and that unlicensed staff involvement is limited strictly to administrative and clerical assistance and does not include conducting arrangement conferences, explaining funeral goods or services, quoting prices, or obtaining authorizations or signatures. Respondent stated they have adopted a written internal policy reflecting those requirements and have instructed staff accordingly.

Complainant later contacted the Department requesting to withdraw their complaint.

Based on the above, Complainant did not provide sufficient information to meet the burden of their complaint and expressed a reluctance to continue with the complaint.

Recommendation:

- Closure

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

19. Case No.: 2026002331 – Removal Service

Complainant alleged the Respondent removal service owes wages from previously completed jobs and are not honoring contractual terms.

Respondent replied stating that contractual and job terms were discussed upon Complainant's hiring and stated that the removal service lost business because

Complainant did not answer the phone on several occasions and this complaint is retaliation for a conversation that occurred due to the number of missed calls.

This Board does not have disciplinary jurisdiction over removal services. Likewise, this appears to be an employment dispute and well outside this Board's jurisdiction. In short, this Board does not have disciplinary jurisdiction over Respondent and does not have jurisdiction over this subject matter.

Recommendation:

- Closure

A motion was made by Chris Lea to accept Counsel's recommendation. The motion was seconded by Randy Nash and adopted by voice vote.

20. Case No.: 2026004611 – Funeral Establishment

Complainant stated that the decedent had passed away on December 26, 2025, and that Respondent had been in possession of the decedent's remains "since that time" (Complainant did not identify a specific date the email they attached was drafted, but the complaint was filed January 20, 2026). Complainant alleged that the medical examiner had confirmed to them directly that the cremation authorization was signed and transmitted to Respondent over one week ago, though despite this confirmation, Respondent stated they do not have the permit. Complainant alleged that they have made multiple phone calls requesting to speak to a manager or funeral director and that their calls are not returned and that no action has been taken to proceed with the cremation.

Respondent replied stating that the initial contact number for Complainant provided by their transferring facility was incorrect. Respondent stated on December 26, 2025, Complainant contacted their answering service while the office was closed for the holiday. The answering service transferred the call to an employee who returned the call directly from their personal cell. Respondent provided that because the call was returned from outside their office system, the incorrect number was not updated in our database at that time which led to subsequent attempt to make calls to the wrong number. At the arrangement conference on December 29, 2025, Complainant was advised that cremation would take approximately 10-14 business days due to the holiday period and administrative processing requirements, "business days" excluding weekends and the January 1st holiday. Complainant received the cremated remains on January 19, 2026, which was the fourteenth business day following the arrangement conference. Respondent attached a receipt of remains and provided that the cremation was

completed within the timeframe communicated and agreed upon. Respondent provided the following timeline:

- Death certificate signed by attending physician – December 31, 2025
- Administrative Offices were closed from December 31, 2025 – January 5, 2026, due to the holiday.
- Cremation permit received from the Medical Examiner – January 7, 2026
- Cremation performed - January 17, 2026
- Remains released to Complainant – January 19, 2026.

Respondent provided, “while there was a brief delay due to the holiday period and permit processing, our crematory operates in chronological order based on date of death once permits are received. Multiple cases with earlier dates of death were ahead of the decedent in the cremation schedule which contributed to the timeline. Respondent apologized for the miscommunication resulting from the incorrect phone number being provided by the answering service facility and entered into their system and admits this error contributed to gaps in follow-up communication. However, Respondent maintains that the cremains were released to Complainant within the quoted 10-14 business day period.

Recommendation:

- Letter of Caution regarding communication with consumers

A motion was made by Chris Lea to accept Counsel’s recommendation. The motion was seconded by Tracy Allen and adopted by voice vote.

21. Case No.: 2026004731 – Embalmer

Complainant stated on January 2, 2026, they spoke with Respondent at the funeral establishment and claimed Respondent told them three (3) times the price to cremate their uncle was \$900. However, Complainant stated when meeting with Respondent again on January 16, 2026, that after Respondent had seen their uncle’s belongings that the price was now \$1,798.00. Complainant stated that despite being confused and upset, they signed the contract not realizing what they were signing. Complainant stated the next day they texted Respondent regarding the death certificate, Complainant alleges that Respondent provided they would be unable to provide the death certificate until they received payment. The next day on the 18th, Complainant called Respondent and left a voice mail “scream[ing] at her that she should have kept her word.” Complainant did not provide any documentation to show an executed agreement with the purported \$900.00 price.

Respondent replied stating that they met with Complainant, the niece of the decedent, on January 16, 2026, to initiate cremation arrangements on behalf of the family. Respondent stated prior to this meeting, Complainant had made multiple inquiries to the medical examiner regarding the personal effects of the decedent and was informed on each occasion that they could not be released directly to a family member and would need to be released to a licensed funeral home. As such, Respondent stated they received the personal effects based on their employment with a licensed funeral home. During the meeting, Respondent presented with the cremation authorization documents and service contract that Complainant executed, including a transfer receipt acknowledging the release of the decedent's personal effects from the medical office. Respondent attached a copy of the executed transfer receipt to their response. Respondent provided that during this meeting, Complainant offered several representations regarding their intent to remit payment, initially indicated she planned to deposit funds beforehand, then stating that a third party would be handling payment, and ultimately advising that available funds had been allocated toward other financial obligations. Respondent indicated that no payment was received for cremation services at that time or any time after. Following this meeting, Complainant took possession of the decedent's personal effects, no payment was ever received for cremation services, and the family elected to transfer the decedent's remains to a different funeral establishment. Following this transfer, Respondent stated that Complainant initiated several unsolicited communications using inappropriate, unprofessional language. Respondent provided that as all professional obligations pertaining to the decedent's case was concluded upon transfer, no further basis for professional engagement between Complainant and Respondent existed.

Based on the above, Complainant does not provide enough evidence to indicate that there was a misrepresentation or deception involving the quoted price. In their complaint, Complainant admits that they did not read the contract they executed and Complainant does not provide any documentation or proof of any previously formally agreed upon or contracted price for services. As Respondent explains, Complainant nor their family ever provided payment so services, including the death certificates, were not provided. Therefore, Legal recommends closure.

Recommendation:

- Closure

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

Complainant, wife of the decedent, alleged that the decedent was not in good condition stating that the decedent had “sunken eyes” and they were “very wrinkled and droopy” had “dark fingernails,” “chest and hands were swollen and had an odor.” Complainant alleged that the decedent was not embalmed correctly. Complainant stated they asked Respondent why the decedent looked like that and Respondent stated that the decedent looked like that when he was transferred to them following an autopsy. Complainant stated they contacted the entity that had performed the autopsy who denied being the responsible party for how the decedent looked and claimed the decedent did not look like that upon being transferred.

Respondent replied apologizing that Complainant was unhappy with the appearance of the decedent. Respondent explained that while it is their intent to ensure the decedent looks how they did in life, this is not always possible due to circumstances outside of their control. Respondent explained the decedent arrived having undergone both cranial and abdominal autopsies having suffered a sudden death. Respondent provided that the decedent’s orbital area began to swell and the embalmer placed a compress on the decedent’s eyes to help alleviate the swelling. Respondent stated this did help minimize the swelling, but that they believe it is what resulted in the wrinkling of the skin around the decedent’s eye and they were unfortunately unable to smooth out the wrinkling despite the best efforts. However, Respondent stated despite the wrinkling, they believed the decedent’s remains were in relatively good condition, especially considering the circumstances prior to receiving the decedent into their care. Respondent stated they had explained to Complainant why the wrinkling may have occurred during the viewing. Respondent maintained that though the funeral home complied with their duties, they provided a \$2,375.00 discount to Complainant due to their customer service guarantee.

Based on the above and provided information, it does not appear that the decedent’s condition was related to any violation of Respondent establishment. The evidence shows that the decedent underwent an extensive autopsy and that Respondent took measures to minimize the swelling with the decedent’s condition. In an effort to offset Complainant’s dissatisfaction, Complainant provided a discount for the services.

Recommendation:

- Closure

A motion was made by Tracy Allen to accept Counsel's recommendation. The motion was seconded by Chris Lea and adopted by voice vote.

RE-PRESENT

23. Case No.: 2025068111 – Funeral Establishment

This case was administratively opened following a routine inspection conducted on November 13, 2025. During the course of this routine inspection, the inspector observed the following:

- a. *Respondent establishment underwent a change of ownership in August 2023; however, Respondent establishment did not submit a change of ownership application as required by statute. At this time, Respondent still has not submitted a change of ownership application. **Respondent replied stating only that they had not made any ownership changes in 2023 and reached out for clarification.***
- b. *Likewise, Respondent had not updated the individual in charge as corporate contact/representative as required by applicable rules.*

Legal contacted Respondent's attorney to inform them of what occurred. For context, Respondent establishment was previously owned by, as an example, ABC, inc. prior to 2023. In 2023, Respondent establishment switched ownership to a different but similarly named corporation, becoming XYZ, Inc. While the same individuals may have been in control of ABC, Inc. and XYZ, Inc., since the corporate entity/personhood changed legally this still functions as a change of ownership. Therefore, a change of ownership application is still due and remains outstanding.

Recommendation: *\$1,000.00 civil penalty and require the establishment to submit an application, required supporting documents, and payment of fees to the Board Office within thirty (30) days. Authorize via Consent Order and formal hearing if necessary.*

Update: **Respondent provided evidence to show that the ownership change did not occur. Essentially, the final agreement was never executed and consideration was not exchanged. However, in the evidence that Respondent provided, it showed that the corporate entity that had maintained ownership of Respondent establishment at all times relevant to**

the complaint, had been administratively dissolved as of August 2023 and was not reinstated until December 2025 representing approximately 16 months without a valid corporate owner legally recognized by the Secretary of State.

New Recommendation: \$1,000.00 civil penalty related to the administratively dissolved ownership of Respondent Establishment. Authorize via Consent Order and formal hearing if necessary.

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

EXECUTIVE DIRECTOR'S REPORT:
ROBERT GRIBBLE, EXECUTIVE DIRECTOR

LEGISLATIVE UPDATE:

HB2591/SB2620 – Funeral Directors and Embalmers

As introduced, establishes organic human reduction as a legally permissible method to dispose of human remains, with oversight by and pursuant to rules promulgated by the board of funeral directors and embalmers. - Amends TCA Title 4; Title 11, Chapter 6, Part 1; Title 62, Chapter 5; Title 63 and Title 68.

HB2307/SB2274 – Funeral Directors and Embalmers

As introduced, authorizes the operator of a crematory facility to provide an electronic receipt, instead of a written receipt, to the person who delivers a dead human body or body parts to the facility for cremation. - Amends TCA Title 4; Title 5; Title 10; Title 29; Title 30; Title 31; Title 32; Title 34; Title 35; Title 36; Title 38; Title 39; Title 46; Title 50; Title 55; Title 56; Title 58; Title 62; Title 67; Title 68 and Title 71.

HB2171/SB2631 – Cemeteries

As introduced, requires a cemetery company to include in its record of each burial in the cemetery the precise geographical location using latitudinal and longitudinal coordinates; requires the cemetery company to transmit a copy of the record to the funeral establishment responsible for the arrangements of the person buried at the interment site within 15 days after the date of burial. - Amends TCA Title 4; Title 46 and Title 62, Chapter 5.

HB1731/SB1841 – Criminal Offenses

As introduced, specifies that, in regard to the criminal offense of desecration of a venerated object, "desecrate" includes, but is not limited to, the removal of objects from a place of burial by a person other than a family member of the deceased or an authorized representative of the cemetery. - Amends TCA Title 39 and Title 46.

HB2269/SB2290 – Probate Law

As introduced, permits a petitioner or affiant to proceed pro se in the administration of a small estate if the personal property consists exclusively of one or more life insurance policies that do not exceed \$15,000 in value and are intended to be used for the decedent's burial, funeral, or final expenses; specifies that a person who files for a small estate affidavit or limited letters of authority is deemed to be acting in an individual capacity; requires the court clerk to provide a standardized form for filers. - Amends TCA Title 30; Section 56-7-206 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 JANUARY 10, 2026 – MARCH 4, 2026

<u>Establishment(s)</u>	<u>Type of Change(s)</u>
Alexander Funeral Home & Cremation Center Gallatin, TN	Ownership
Companion Funeral & Cremation Service Cleveland, TN	Ownership
Cremation Society of Tennessee Columbia, TN	Ownership
Springfield Memorial Gardens, Funeral Home & Cremation Center Springfield, TN	Ownership
Scales Starks Funeral Service Inc Nashville, TN	Location
<u>Individual(s)</u>	<u>Type of License(s)</u>
Rebecca Lynne Bynum Nashville, TN	Funeral Director and Embalmer
Kacie Lee Cruse Smalley McEwen, TN	Funeral Director and Embalmer
Randall Blake Cammack Longview, TX	Funeral Director and Embalmer Reciprocity – Texas

Madison Lauren Lowry
Savannah, TN

Funeral Director and Embalmer
Reciprocity – Minnesota

Ashley Renee Boyd
Lebanon, TN

Funeral Director

Allie Beth Rogers
Cleveland, TN

Funeral Director

John Michael Self, Jr.
Knoxville, TN

Funeral Director

Robert James Tapley
Cleveland, TN

Funeral Director

Randall Jovon Wigfall
Whites Creek, TN

Funeral Director

Cedric Leroy Redmon
Cordova, TN

Funeral Director
Reciprocity – Mississippi

Donald J. Small
Covington, TN

Embalmer

CLOSED ESTABLISHMENT REPORT:

Two (2) establishments have reported closing since the last board meeting:

- Alder Funeral Home, 4524 West Andrew Johnson Highway, Morristown, TN
- Mundy Funeral Home South Chapel, 6853 South York Highway, Clarkrange, 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 December 2025 and January 2026 Regulatory Boards Disciplinary Action Reports

Respondent: Baxter Brothers Funeral Home, Columbia, TN
Violation: Did not have a licensed funeral director as the manager in charge of the funeral establishment
Action: \$750 Civil Penalty

Respondent: Circle of Life Cremation LLC, Seymour, TN

- Violation: Unprofessional conduct (establishment failed to take decedent into their care timely – delaying removal from the medical examiner’s office for days) and failed to respond to a complaint within the time specified in the notice
- Action: \$2,000 Civil Penalty
- Respondent: Crossville Memorial Funeral Home & Crematory, Inc., Crossville, TN
- Violation: Permitted an individual to engage in funeral directing and embalming with expired funeral director and embalmer licenses
- Action: \$750 Civil Penalty
- Respondent: Davis-Campbell Funeral Home, Nashville, TN
- Violation: Engaged in a deceptive act as defined in the Funeral Rule and violated a statute pertaining to the prearrangement or prefinancing, or both, of a funeral
- Action: \$500 Civil Penalty
- Respondent: Dyersburg Funeral Home, Dyersburg, TN
- Violation: Violated a statute pertaining to the prearrangement of prefinancing, or both, of a funeral (wrote a preneed funeral contract on a person who had died 98 days before the contract was written)
- Action: \$1,500 Civil Penalty
- Respondent: Kimmins Mortuary Service, Nashville, TN
- Violation: Did not have a licensed funeral director as the manager in charge of the funeral establishment
- Action: \$250 Civil Penalty
- Respondent: Oakes & Nichols, Inc., Columbia, TN
- Violation: Permitted an individual to engage in funeral directing with an expired funeral director license
- Action: \$500 Civil Penalty
- Respondent: Lydia Rainell Silcox, Crossville, TN
- Violation: Engaged in funeral directing and embalming with expired funeral director and embalmer licenses
- Action: \$500 Civil Penalty
- Respondent: Matthew Freeman Sowell, Santa Fe, TN
- Violation: Engaged in funeral directing with an expired funeral director license
- Action: \$500 Civil Penalty

Respondent: The Rose of Sharon Funeral Service, Pulaski, TN
Violation: Establishment's public restroom was inoperable and in a very unsanitary condition, failed to keep sidewalks and entrances free from debris or other obstacles, and a mortuary refrigeration unit located in the yard adjacent to the side of the establishment was not locked, creating a safety hazard
Action: \$750 Civil Penalty

OPEN COMPLAINT REPORT:

As of March 4, 2026, there were a total of 84 open complaints, 34 against funeral directors and/or embalmers and 50 against funeral establishments.

A motion was made by Randy Nash to accept the Executive Director's Report. The motion was seconded by Tim Wheeler and adopted by voice vote.

NEW BUSINESS:

The International Conference of Funeral Service Examining Boards Annual Meeting (ICFSEB) on February 24-26, 2026, in Louisville, Kentucky: Board members Tim Wheeler and Tracy Allen attended on behalf of the Board and noted that the meeting included more than 100 participants from 32 states and several Canadian provinces. The Conference reinforced its role as a national forum for funeral service regulation, highlighted regulatory and professional standards developments, and included leadership transitions and policy updates.

PUBLIC COMMENTS:

President Wendell Naylor 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 Randy Nash to adjourn. This motion was seconded by Tim Wheeler and adopted by voice vote.

The meeting was adjourned by President Wendell Naylor at 11:45 a.m.

Respectfully submitted,

Robert B. Gribble

Robert B. Gribble, CPM, CFSP
Executive Director