

MINUTES
BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES
June 30, 2016 - 10:00 A.M.
Department of Financial Services
2020 Capital Circle SE, Alexander Bldg #230
Tallahassee, FL 32301

1. Call to Order, Preliminary Remarks and Roll Call

Mr. Jody Brandenburg, Chair called the meeting to order at 10:00 am. This is the June 30, 2016, Board of Funeral, Cemetery and Consumer Services' meeting. We're in Tallahassee FL. Mr. Shropshire, would you make your opening remarks and call the roll, please?

Mr. Doug Shropshire – Yes, Mr. Chairman. As the Chair indicated, my name is Doug Shropshire. I am Director of the Division of Funeral, Cemetery, and Consumer Services. Today is June 30, 2016; it is 10:00am. This is a public meeting of the Board of Funeral, Cemetery and Consumer Services. Notice of this meeting has been duly published in the Florida Administrative Register. An agenda for this meeting has been made available to interested persons. This meeting is occurring in the Alexander Building in Tallahassee FL. My Assistant, Ms. LaTonya Bryant, is recording the meeting and will be preparing minutes of the meeting.

Persons speaking are requested to identify themselves for the record each time they speak. Participants are respectfully reminded that the Board Chair, Mr. Brandenburg, runs the meeting. Persons desiring to speak, for the sake of orderliness, should initially ask the Chair for permission. Finally, participants are respectfully reminded of the necessary protocol that only one person may speak at a time. Please don't speak over one another. At this time, I will take the roll. Ms. Anderson is not able to attend. Mr. Clark is not able to attend.

PRESENT:

Joseph "Jody" Brandenburg, Chairman
Keenan Knopke, Vice Chair
Francisco "Frank" Bango
Lewis "Lew" Hall
Powell Helm
Ken Jones
Vanessa Oliver

ABSENT:

Jean Anderson
Andrew Clark
James "Jim" Davis

Also noted as present:

Tom Barnhart, Board Legal Advisor
Ellen Simon, Assistant Director
LaTonya Bryant, Department Staff
Deirdre Farrington, Department Counsel
Dustin Metz, Department Counsel
Jasmin Richardson, Department Staff
LaShonda Morris, Department Staff
Christine Moore, Department Staff

Mr. Shropshire – Mr. Chairman there is a quorum for the business of the Board.

Chair – Thank you. Board members, did you receive your agendas and study packets and everything is in order with them?
Good.

2. Discussion of Potential Receivership

Mr. Shropshire – Item #2 on the agenda has been withdrawn from the agenda as prematurely submitted by the Division. We have nothing for the Board on that agenda item at this meeting.

3. Action on the Minutes

A. May 19, 2016

The Chair confirmed that all Board members had read the draft of the minutes of the previous Board meetings held on May 19, 2016.

MOTION: Mr. Ken Jones moved to adopt the minutes of the meeting. Mr. Lew Hall seconded the motion, which passed unanimously.

4. Old Business

A. Recommended for Approval without Conditions

(1) Application(s) for Florida Laws and Rules Examination

(a) Mattei, Keith P

Mr. Shropshire – The applicant submitted an application for a Funeral Director and Embalmer by Endorsement on July 9, 2014. The application was incomplete when submitted. The applicant is missing official exam scores from The International Conference of Funeral Service Examining Boards (ICFSEB).

The applicant attended the McAllister Institute in New York. In October 2013 the Conference Board initiated litigation against McAllister Institute for alleged Conference exam question harvesting and sharing among students. See attached memos from the Conference Board.

The Division has requested the Conference Board to provide the Division with applicant's official scores on the Conference exam. The Conference has not yet provided the official exam scores. Mr. Mattei did submit student copies showing he passed the examinations, but as you will note, the scores he submitted are marked "Student Copy," and "not certified," which indicates to the Division that the Conference did not necessarily view the scores as final.

The Conference has not provided the Division any specific reason for not providing official scores for applicant. Presumably the reason is that the Conference has grounds to believe that McAllister Institute students' scores may not fairly measure the student's knowledge of the overall subject matters tested on, because the students had, in effect, access to Conference exam question banks.

At the August 7, 2014 Board meeting, the Board approved the application with the condition that the Division received official Conference Examination scores directly from the Conference. The Notice of Intent to approve the application stated the following:

- Keith P. Mattei shall produce original, certified examination results from the ICFSEB within six (6) months of the date of this Order. If the Applicant is unable to produce original, certified results, the Applicant shall come back before the Board for reevaluation and determination. If original, certified scores are received within the time frame, this condition shall be satisfied and the license shall become permanent.

The Division received the official, certified scores on June 7, 2016. The Division is recommending approval without conditions.

MOTION: Mr. Powell Helm moved to approve the application. Mr. Hall seconded the motion, which passed unanimously.

5. Disciplinary Proceedings:

A. Settlement Stipulation(s)

(1) Waiver of Probable Cause

(a) Related Cases – Division No. ATN-25743

Mr. Shropshire – These are two (2) related cases.

1. *Affordable Monument Company, L.L.C.: Case No. 184198-15-FC; Division No. ATN-25743 (F084087)*

Mr. Shropshire – The allegations include but are not necessarily limited to the following: an investigation based upon a consumer complaint revealed that the licensee conducted business without being licensed, advertised in a way that is fraudulent, deceptive, or misleading, and failed to furnish to a consumer a written sales agreement previously approved by the Board, which contained all of the legally required information. The matter is before the Board on a proposed Settlement. The proposed penalty in the Settlement includes a \$1000 fine payable in installments and one-year probation. The Department is represented by its counsel, Deirdre Farrington. The subject is appearing pro se without counsel. Ms. Farrington?

Ms. Deirdre Farrington – Good morning Mr. Chairman. Deirdre Farrington, representing the Department of Financial Services. May I speak?

Chair – Please do.

Ms. Farrington – Thank you, sir. Good morning Director, counsel, members. This case is Case No. 184198-15-FC. The Department feels that the terms of the Settlement Stipulation are reasonable under the facts and circumstances. I have nothing to add to Mr. Shropshire’s presentation, other than this licensee has no prior discipline.

Mr. Knopke – Mr. Chairman?

Chair – Yes?

Mr. Knopke – The \$83 a month payment, is that, that’s something new?

Ms. Farrington – I think it’s not been in use recently, but it has been used in the past. It comes to such an odd figure primarily because most people say I can pay you X amount per month and then you calculate how many months this gentleman told me I can make these payments in X amount of time and that’s where \$83 came from. I think it was six (6) months or (9) months, so just do the math and that’s where you get \$83.

Mr. Knopke – Another follow up question, if I can. Wherever the mic is. Is there a mic?

Ms. LaTonya Bryant – I can hear you.

Mr. Knopke – You can hear? You’re good? Ok. Just a follow up question. How long had he been operating without a contract or they’ve been operating without an approved contract and so forth? Do we know?

Ms. Farrington – It was a very brief period. These, the incidents leading to these allegations I believe took place in March and April and the establishment had already submitted their contracts for approval. They seem to have confused their Department of State business license with their Department of Financial Services Funeral and Cemetery retailer license. So he was under the impression that he had a license. He had in fact got a local business license and incorporated but he had not yet received the retailer license from the Board offices, so he was operating without the approved forms very briefly for a period of maybe six (6) to eight (8) weeks.

Mr. Knopke – Do you know how long he has been in the monument business? If you don’t, that’s fine.

Ms. Farrington – I don’t. I do know that he was previously in this business in the state of Ohio. On his representation, he had never been in trouble with the Board in Ohio. I understand that they seem to operate rather differently, which is what led to his confusion about I have two (2) licenses; why do I need a third. I explained to him that perhaps consulting an attorney would be helpful to him but he had not done that at the time when he met with this woman and entered into this verbal contract.

Mr. Knopke – Okay.

Chair – Thank you. Board?

MOTION: Mr. Helm moved to approve the Settlement Stipulation with an administrative fine of \$1000 payable in installments and one-year probation. Mr. Jones seconded the motion, which passed unanimously.

2. *Narciso, Patricia: Case No. 184202-15-FC; Division No. ATN-25743 (F084315)*

Mr. Shropshire – The allegations include but are not necessarily limited to that an investigation based upon a consumer complaint revealed that the licensee, as a sales agent for Affordable Monument Company, LLC, conducted business without the establishment being licensed, advertised for the Establishment in a way that is fraudulent, deceptive, or misleading and failed to furnish to a consumer a written sales agreement approved by the Board which contained all of the legally required information. The matter is before the Board on a proposed disciplinary Settlement. The proposed penalty in the Settlement Stipulation includes a \$1000 fine payable in installments and one-year probation. The subject is appearing pro se, that is without counsel. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – I would add that this is Case No. 184202-15-FC. This licensee is a sales agent at the company that was just under discussion. She likewise has no prior discipline. I have no knowledge as to her prior licensure in any other state. I'll be happy to answer any questions for you.

MOTION: Mr. Helm moved to approve the Settlement Stipulation with an administrative fine of \$1000 payable in installments and one-year probation. Mr. Hall seconded the motion, which passed unanimously.

(2) *Probable Cause Panel A*

(a) *Related Cases – Division No. ATN-25071*

Mr. Shropshire – These are two (2) related cases.

1. *Clifford N. Robinson, d/b/a C N Robinson Memorial Funeral Home: Case No. 178019-15-FC; Division No. ATN-25071 (F060393)*

Mr. Shropshire – The allegations in this case include but are not necessarily limited to that the licensee failed to report to the Department a change of ownership, failed to submit to an inspection by the Department for re-licensure and operated as a funeral establishment without the proper licensure. The matter is before the Board today on a proposed disciplinary Settlement in which the proposed penalty is a \$1000 fine. The subject is appearing pro se without counsel. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Mr. Knopke – Mr. Chairman?

Chair – Yes?

Mr. Knopke – Let me recuse myself. I'm on Probable Cause Panel A and it would be for all of Item (2), both (a) and (b) here.

Chair – Thank you.

Ms. Farrington – The case against C N Robinson Memorial Funeral Home is Case No. 178019-15-FC. I would add that in addition to the \$1000 fine to be made in payments, the licensee will be subject to one year of probation according to the terms that are attached to the Stipulation. The Department feels that the Stipulation is reasonable under the facts and circumstances. The licensee has no prior discipline. We would ask that you approve the Settlement and I'd be happy to answer any questions you may have.

Mr. Helm – Mr. Chairman?

Chair – Yes, Mr. Helm?

Mr. Helm – Just to clarify something for me, it says failed to submit to an inspection. Does that mean he wouldn't let you do an inspection or does that mean he just failed to file for one?

Ms. Farrington – He failed to notify the Department of a change in licensure. It became corporately owned and according to Rule and Statute he should have notified the Department and then submitted to an inspection of the facilities and he did none of those things.

Mr. Helm – Thank you.

MOTION: Ms. Vanessa Oliver moved to approve the Settlement Stipulation with an administrative fine of \$1,000 to be made in payments, the licensee will be subject to one year of probation. Mr. Helm seconded the motion, which passed unanimously.

2. *Robinson, Clifford Nathaniel: Case No. 178002-15-FC; Division No. ATN-25071 (F043269)*

Mr. Shropshire – The allegations here include but are not necessarily limited to an investigation revealed that the licensee, as FDIC for Clifford N. Robinson, d/b/a CN Robinson Memorial Funeral Home, failed to report to the Department a change of ownership, failed to have the Establishment submit to an inspection by the Department for re-licensure, and had the funeral establishment operating as a funeral establishment without a valid license. The matter is before the Board on a proposed disciplinary settlement calling for a \$1000 fine payable in installments and one-year probation. The subject is appearing pro se without counsel. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – This is Case No. 178002-15-FC. Mr. Robinson is licensed as a funeral director and embalmer. He has no prior discipline. The Department feels that it's a reasonable Stipulation and we ask that you accept it.

MOTION: Ms. Oliver moved to approve the Settlement Stipulation with an administrative fine of \$1,000 payable in installments and one-year probation. Mr. Hall seconded the motion, which passed unanimously.

(b) *Related Cases – Division Nos. ATN-23224, ATN-23334, ATN-23333, ATN-23399, ATN-23400, ATN-23285, ATN-23438, ATN-23443, ATN-23500, ATN-23439, ATN-23092, ATN-23267*

Mr. Shropshire – These are four (4) related cases.

1. *JGR Funeral Services, Inc.: Case Nos. 162984-14-FC, 163190-14-FC, 163197-14-FC, 163198-14-FC, 163204-14-FC, 163206-14-FC, 163207-14-FC, 163209-14-FC, 163210-14-FC, 163227-14-FC, 165334-14-FC; Division Nos. ATN-23224, ATN-23334, ATN-23333, ATN-23399, ATN-23400, ATN-23285, ATN-23438, ATN-23443, ATN-23500, ATN-23439, ATN-23092 (F039959)*

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that the licensee placed multiple preneed contracts on at-need forms, guaranteed the price of goods or services at a future date, failed to trust the required amount on preneed contracts, entered into contracts without a valid preneed license and failed to report a change of ownership to the Department in a timely manner. The matter is before the Board today as an informal hearing in which subject was served with the allegations and has responded. The factual allegations are not being disputed by the Respondent. The Respondent is appearing pro se without counsel. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – For the record there are eleven (11) case nos. regarding this licensee. They are 162984-14-FC, 163190-14-FC, 163197-14-FC, 163198-14-FC, 163204-14-FC, 163206-14-FC, 163207-14-FC, 163209-14-FC, 163210-14-FC, 163227-14-FC, 165334-14-FC. There was a thirty-three (33) count Administrative Complaint filed in this case with regard to prior discipline of the establishment. Their preneed license was denied renewal in 2009. I'd be happy to answer any further questions you have that may help you in your deliberations.

Mr. Tom Barnhart – You're not asking for a waiver here are you?

Ms. Farrington – No, there's no waiver required. The licensee did respond but did not dispute any of the factual allegations and raised no material issues of fact that would require a formal hearing in an administrative forum.

Chair – Is there anyone here representing JGR? Anyone representing JGR?

Ms. Farrington – I'm not aware of any counsel ever entering in appearance of contacting my office regarding these cases.

Chair – Thank you.

Mr. Shropshire – Mr. Chairman, let the record reflect there was no response to the Chairman's inquiry. There appears to be no one here representing JGR.

Mr. Helm – Mr. Chairman?

Chair – Mr. Helm?

Mr. Helm – Mr. Barnhart, what do we do here?

Mr. Barnhart – Is there some discussion about the Administrative Complaint because if you come to a conclusion that you accept the Findings of Fact and Conclusions of Law in the Administrative Complaint then the proper thing to do would be enter a motion accepting such. There could be some discussion or if you want to make the motion and someone seconds it then you could have discussion then.

Mr. Helm – You lost me a little bit, so what am I supposed to say here?

Mr. Barnhart – Okay, well we have an Administrative Complaint with thirty-three (33) counts so are there any questions about the allegations or any of the evidence that's been presented? If there are no questions or discussion, then I think we would entertain a motion from somebody.

MOTION: Mr. Hall moved to accept the Findings of Fact and Conclusions of Law in the Administrative Complaint. Mr. Jones seconded the motion, which passed unanimously.

Mr. Barnhart – Now we're at the penalty stage. There should be discussion about the penalty or a motion determining what the penalty should be.

Mr. Shropshire – Mr. Chairman, may I?

Chair – Please.

Mr. Shropshire – Does the Department, Ms. Farrington, have a recommendation on penalty?

Ms. Farrington – The Department would recommend revocation.

Mr. Shropshire – Thank you.

Mr. Helm – Permanent?

Ms. Farrington – Yes sir, I would say permanent without any future applications ever being considered. The allegations are numerous and egregious. It continued over a period of several years. Clearly, the management of this establishment did not, uh, they actually carried out what would amount to a scheme to defraud many members of the public. There was a lot of damage.

Mr. Helm – Mr. Barnhart, I guess I got ahead of myself. Now I'm going to ask you is there anything else we can do beside permanent revocation?

Mr. Barnhart – Well certainly there is. You can suspend the license or you can simply order fines and costs to be paid. Restitution, if there is any. So there's various things that you could do besides revocation.

Mr. Helm – Do we have any way to enforce it if we do?

Mr. Barnhart – Is there restitution to be made in this case?

Ms. Farrington – There are consumers who will not yet have incurred any damage. The primary violations in this case were sales of preneed contracts when the licensee had no preneed license, because of number of the consumers are of course still living. They may not use those preneed contracts for some period. All of the ones that have come forward to use the preneed contracts for a loved one have been covered, to my knowledge, by the Consumer Protection Trust Fund. They are being handled by the licensee who took over the facilities after JGR left. The corporation is defunct. The principals of the corporation are, to my knowledge, facing serious criminal issues with the State Attorney's office in Tampa. I have no knowledge as to the exact status of that case but I would suspect that the corporation itself will essentially have no assets available to make restitution. If there were restitution, it would probably be appropriate to have that, I would think, in terms of payments to the Preneed Trust Fund to cover the payouts that have been necessary on behalf of customers whose funds were not properly trusted and so they had to make claims against the Preneed Trust Fund.

Mr. Shropshire – Mr. Chairman, may I?

Chair – Please.

Mr. Shropshire – On that point, the Division has been in contact fairly recently in fact with the Assistant State Attorney and the Assistant State Attorney has indicated a willingness to the extent that they are able and a desire to the extent that they are able in their criminal case to include a provision of restitution if there is a plea bargain. That would be my suggestion because that is the big hammer in this case that we allow the State Attorney to pursue that. You could put it in your Order.

Mr. Helm – I was going to say, do we need it in the motion or can you do that without us?

Mr. Shropshire – My fear, it's kind of a tradeoff, my fear is that if we put it in this Order the State Attorney will say well it's taken care of, I won't put it in my Order or my plea bargain deal. Ellen would you, Ellen Simon is the one who's actually been speaking with the Assistant State Attorney who's handling the matter. Ellen, have I misstated it?

Ms. Ellen Simon – No. Good morning. When I spoke with the State Attorney last time, he indicated that the case was progressing, the criminal case was progressing and that I should give him information that I would want to be in the Final Order when it got to that point for both of the individuals, for both Lucia and Julio.

Mr. Hall – Mr. Chair? Would that restitution include the trust fund?

Mr. Shropshire – That's the way we would posture it. We would posture it as a requirement to make reimbursement to the Consumer Protection Trust Fund. Ellen, is that not correct?

Ms. Simon – I'm sorry?

Mr. Shropshire – We would posture our recommendation to the Assistant State Attorney that in terms of that restitution be made for all amounts paid out of the Consumer Protection Trust Fund for JGR contracts.

Ms. Simon – Yes sir.

Mr. Hall – Would you want that motion separate from a permanent revocation? Is that what I'm hearing?

Mr. Shropshire – Well I'll say on one hand that there's very little likelihood that our, that if you put that in our Order that it will be effective because we're revoking the license and giving up our leverage. The State Attorney has real leverage in this matter.

Ms. Simon – And if I may, I don't think it's necessary. When I spoke with the Assistant State Attorney he indicated that he would be putting that in. He didn't need it in our Order in order to do that.

Mr. Helm – So, question? The right motion would be to move for permanent revocation?

Mr. Shropshire – The Division would recommend that, yes sir.

MOTION: Mr. Helm moved for permanent revocation. Mr. Hall seconded the motion, which passed unanimously.

2. *Franco, Vanessa: Case No. 163242-14-FC; Division No. ATN-23443 (F034814)*

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that while FDIC for JGR Funeral Services Inc., the licensee entered into a preneed sales contract with a consumer using an at-need form and guaranteed the price of goods and services at a future date. The proposed Settlement includes a \$2000 administrative fine and probation for a period of one-year. The subject is represented here today by attorney Wendy Wiener. The Department is represented by its counsel, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – This is Case No. 163242-14-FC. Mr. Shropshire has misstated the license number. Ms. Franco's license number is F034814. Ms. Franco has no prior discipline. The terms of the Settlement Stipulation are reasonable under the facts and circumstances and the Department asks that you approve the Settlement.

Chair – Thank you. Ms. Wiener?

Ms. Wendy Wiener – Here to answer any questions.

Chair – Thank you. Board?

MOTION: Mr. Hall moved to approve the Settlement Stipulation with an administrative fine of \$2000 and one-year probation. Ms. Oliver seconded the motion, which passed unanimously.

3. *Hernandez, Douglas Dean: Case Nos. 163231-14-FC, 163236-14-FC, 165333-14-FC; Division Nos. ATN-23092, ATN-23439, ATN-23500 (F029385)*

Mr. Shropshire – The allegations include but are not necessarily limited to that while FDIC for JGR Funeral Services Inc., the funeral establishment failed to place the required amount of preneed contracts into trust, failed to timely report a change of ownership to the Department, entered into a preneed sales contract with a consumer using an at-need form, guaranteed the price of goods and services at a future date when not authorized to do so, and entered into a preneed contract without the proper licensure. The matter is before the Board on a proposed Settlement, I believe in this matter, although Ms. Farrington will address that. The proposed Settlement included includes relinquishment of licensure to practice with a provision that Mr. Hernandez shall never again apply to the Division for licensure. The subject is appearing pro se without counsel. The Department is represented by its counsel, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – There are three Case Nos. attached to Mr. Hernandez. They are 163231-14-FC, 163236-14-FC and 165333-14-FC. The Department feels that this is a reasonable Stipulation and would ask that you accept the Stipulation.

MOTION: Mr. Hall moved to approve the Settlement Stipulation which includes relinquishment of licensure to practice with the provision that Mr. Hernandez shall never again apply to the Division for licensure. Mr. Jones seconded the motion, which passed unanimously.

4. *Klausch, Yvette: Case No. 164630-14-FC; Division No. ATN-23267 (F042365)*

Mr. Shropshire – The allegations include but are not necessarily limited to that while a Funeral Director & Embalmer for JGR Funeral Services Inc., the licensee entered into a preneed sales contract with a consumer using an at-need form, and this was after the expiration of the preneed license of the funeral establishment. Furthermore, in doing so, Ms. Klausch practiced

beyond the scope of her license. This matter is before the Board today on a proposed Settlement in which the proposed penalty includes a \$2500 fine and probation for a period of two (2) years. The subject is represented here today by attorney John Rudolph. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – The case against Ms. Klausch is No. 164630-14-FC. The Department does feel that this is a reasonable Stipulation and ask that you approve the Settlement. I'd be happy to answer any questions.

Ms. Oliver – Mr. Chairman?

Chair – Ms. Oliver?

Ms. Oliver – I just had a quick question. Was Ms. Klausch's involvement alleged to have been greater than Ms. Franco's? I was just wondering about the discrepancy in....

Ms. Farrington – The difference between the penalties is based on the fact that Ms. Klausch was employed by this establishment for a much longer period of time than Ms. Franco. I believe Ms. Franco was with JGR for perhaps ninety (90) days or less and Ms. Klausch, I believe, was there for two (2) years possibly. Mr. Rudolph may be able to address exactly how long her employment was but she was there for a longer period of time.

Chair – Any other questions for Ms. Farrington? Mr. Rudolph?

Mr. John Rudolph – I want you to know that my client is able to be here because she is fulfilling one of the preneed contracts that they did not pay on. She is also working with the State Attorney, both State Attorneys to get these two (2) people and to get them convicted. I've, you know we entered into this Stipulation and we're going to stand by it.

Chair – Thank you.

Mr. Rudolph – Are there any questions of me? Does anybody want to ask me anything about my client?

Mr. Shropshire – Mr. Chairman?

Chair – Mr. Shropshire?

Mr. Shropshire – Yes, for the record, I should state that Ms. Klausch has been very helpful and cooperative with the Department in fulfilling these contracts in a timely manner and minimizing the stress and disruption to the consumers who have been affected by this event.

Chair – Thank you. Board?

MOTION: Mr. Jones moved to approve the Settlement Stipulation with an administrative fine of \$2500 fine and drop the probation to a one (1) instead of two (2) based on the facts just presented. Mr. Hall seconded the motion, which passed unanimously.

Mr. Rudolph – And my client accepts that change in the Stipulation. Thank you.

Chair – Thank you.

(3) Probable Cause Panel B
(a) Related Cases – Division No. ATN-23444

Mr. Shropshire – These are three (3) related cases and were presented to Probable Cause Panel B, the members of which will recuse themselves from voting herein.

1. *Abbey Affordable Cremation & Funeral Services, Inc.: Case No. 169277-15-FC; Division No. ATN-23444 (F041472)*

Mr. Shropshire – The allegations herein include but are not necessarily limited to that the licensee delivered to a consumer an urn containing her father’s cremated remains, while also contained another, unrelated decedent’s personal effects. Additionally, the licensee had a direct disposer act as a funeral director without the required licensure. The matter is before the Board here today on a proposed disciplinary Settlement in which the proposed penalty includes a \$1000 fine. The subject is appearing with counsel, Mr. James W. Denhardt. The Department is represented by attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – It’s my understanding that Mr. Denhardt is present. You’re welcome to come up to the podium, sir. This is Case No. 169277-15-FC. The Department feels that the terms of the Stipulation are reasonable under the facts and circumstances and would ask that you approve it. I’d be happy to answer any questions for you.

Chair – Any questions for Ms. Farrington? Mr. Denhardt, would you like to address the Board?

Mr. James Denhardt – I have no presentation, unless you have any questions. We believe the Settlement is reasonable.

Chair – Thank you, sir.

MOTION: Mr. Knopke moved to approve the Settlement Stipulation with an administrative fine of \$1,000. Mr. Hall seconded the motion, which passed unanimously.

2. *Koma, Donald Peter: Case No. 169273-15-FC; Division No. ATN-23444 (F047107)*

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that the licensee practiced as a funeral director without the required licensure. The matter is before the Board here today on a proposed Settlement in which the proposed penalty includes a \$1000 fine and that the licensee shall take and pass the Florida Law and Rules Examination again. The subject herein is represent by counsel, James Denhardt. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – The case against Mr. Koma is Case No. 169273-15-FC. I need to amend Mr. Shropshire’s statement about the Settlement. It is simply a \$1000 fine. Mr. Koma has reviewed the Florida Law and Rules pertaining to licensure and has signed an affidavit regarding that review so the terms of the Stipulation are that he is excused from taking the Law and Rules Exam during the time of his probation. I’m sorry there is no probation. He is excused from taking the Florida Law and Rules Examination, based on his review.

Mr. Knopke – Mr. Chair?

Chair – So there’s just a \$1000 fine?

Ms. Farrington – Just the \$1000 fine, yes sir.

Chair – Mr. Knopke?

Mr. Knopke – Ms. Farrington the review that Mr. Koma made, he just read the rules or the law? What was required?

Ms. Farrington – It was required that he review Chapter 497 of the Florida Statutes and Chapter 69K of the Florida Administrative Code. I’m sure his counsel can speak to you about exactly how that was carried out. I have received the affidavit from Mr. Denhardt regarding Mr. Koma’s review so that’s already been performed and should be in your Board materials.

Chair – Thank you.

Mr. Knopke – Mr. Denhardt?

Mr. Denhardt – If I may, those documents were provided to him and as well as the affidavit that he Department forwarded to us. The affidavit has been completed and submitted so that portion of the Settlement has been done.

Chair – Thank you.

Mr. Knopke – I'd make a motion to reject the proposed Settlement and require that Mr. Koma pass the Law and Rules Exam within sixty (60) days.

Chair – I was recognizing Mr. Helm.

Mr. Knopke – I'm sorry.

Mr. Helm – Ms. Farrington?

Ms. Farrington – Yes, sir?

Mr. Helm – Did this only happen one (1) time?

Ms. Farrington – Yes, sir. This is based on a single incident.

Mr. Helm – Was there an investigation to make sure there wasn't more than one (1)?

Ms. Farrington – This case came to Department on a consumer complaint primarily regarding, you may recall the facts in the previous case where the consumer received an urn with some personal effects in it in addition to her father's ashes. That's what brought this case to the Department's attention. Mr. Koma is not charged with anything related to the error in providing the consumer with items that did not belong to her father. Based on the consumer's information, it came to our attention that she had met with Mr. Koma. It is the only complaint we have received of that kind.

Mr. Helm – So to the best of your knowledge he's only done it once?

Ms. Farrington – Yes sir. We have had no other consumer complaints of this type. We have no evidence indicating its anything other than a one-time event.

Mr. Helm – Okay.

Chair – Thank you. We have a motion. Would you please restate your motion, Mr. Knopke?

MOTION: Mr. Knopke moved to reject the proposed Settlement and offer back a \$1000 fine plus the requirement that Mr. Koma take and pass the Law and Rules Exam within sixty (60) days. Mr. Hall seconded the motion, which passed unanimously.

Mr. Barnhart – Do you want to put a time limit on it?

Mr. Helm – Sixty (60) days.

Mr. Barnhart – That's for the exam. What about accepting the counteroffer?

Mr. Knopke – By the next meeting, next week.

Ms. Farrington – The next Board meeting is July 7th.

Mr. Barnhart – Mr. Denhardt, do you know if your client would accept that or do you want to talk to your client?

Mr. Denhardt – I just indicated I have no authority to accept anything else other than the Settlement Stipulation at this time so I'm not aware as to whether that would be accepted or not and I'm sorry I can't tell you.

Mr. Barnhart – Do you want to give fifteen (15) days or twenty (20) days? That just seems like a short timeframe.

Ms. Farrington – As a practical matter, I would note the holiday weekend that's coming up.

Chair – Fifteen (15) days?

Mr. Knopke – Fifteen (15) days is fine. Whatever the Department is comfortable with.

Chair – That needs to be part of a motion.

MOTION: Mr. Knopke moved to give Mr. Koma twenty-one (21) days to respond. Mr. Hall seconded the motion, which passed unanimously.

Mr. Shropshire – Mr. Chairman?

Chair – Yes?

Mr. Shropshire – May I point out as Jasmin has indicated to me, he will have to go through certain steps applying through our licensing vendor to take the exam and get approved and some of that's not entirely within his control. Jasmin, would twenty-one (21) days be a realistic time length.

Chair – The twenty-one (21) days is for them to respond back whether they accept or reject the Settlement.

Mr. Shropshire – Ah yes. I stand corrected.

Mr. Knopke – The motion was that he take and pass the exam with sixty (60) days and if that's not reasonable from the vendor standpoint, Jasmin, then tell me what the date is.

Ms. Jasmin Richardson – Good morning. I'm not saying it's not possible but what I was asking is will he have to submit an application along with the fee in order to take the Law and Rules Examination? Is that going to be a part of the Stipulation or are we just going to authorize him to take the examination?

Mr. Shropshire – I would assume, although the Board will determine that he will be required to do all things necessary to take the exam and that would require applying and paying the license exam fee, but that would be a matter for clarification, I suppose, by the Board.

Chair – What did the original Stipulation call for, Ms. Farrington?

Ms. Farrington – I'm sorry sir?

Chair – What did the original Stipulation call for as far as fees for taking the exam? Was that considered?

Ms. Farrington – The original Stipulation was that the review of the Law and Rules would be sufficient and so it did not provide for requiring him to pay any fees or take the exam. It was simply the \$1000 fine and the Law and Rules review.

Mr. Knopke – Mr. Chairman, this Stipulation that I'm reading in our package says \$1000 fine and the licensee shall take and pass the Florida Law and Rules Exam.

Ms. Farrington – Provided that should he submit the affidavit, he is excused.

Mr. Knopke – Okay.

Chair – That was part of the original stip and not jus the write up.

2nd MOTION: Mr. Knopke moved that as part of this Mr. Koma is required to file the necessary application and pay the necessary fees to take the Law and Rules Exam and pass it within sixty (60) days. Mr. Hall seconded the motion, which passed unanimously.

3. *Wilson, Clarence P. Jr.: Case No. 169221-15-FC; Division No. ATN-23444 (F046664)*

Mr. Shropshire – The violations of Chapter 497, F.S. involved here include but are not necessarily limited to that while FDIC at Abbey Affordable Cremation and Funeral Services, Inc., the establishment delivered to a consumer an urn containing her father's cremation remains. However, the urn also held another decedent's, unrelated, personal effects. Additionally, the Licensee enabled a direct disposer to practice as a funeral director without the required licensure. The matter is before the Board today on a proposed disciplinary Settlement in which the licensee would pay a \$1000 fine and would take and pass the Florida Law and Rules Examination subject to the affidavit requirement. Ms. Farrington?

Ms. Farrington – The terms of this Stipulation were identical to the terms in the previous case where the licensee would be excused from taking and passing the Law and Rules Examination if he provided an affidavit, which has been received.

Mr. Shropshire – The Respondent/licensee herein is represented by counsel James Denhardt. The Department is recommended by its counsel, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – The case against Mr. Wilson is Case No. 169221-15-FC. As I mentioned, the terms of the Settlement are a fine of \$1000 and Law and Rules review. The Department feels that the terms of the Stipulation are reasonable under the facts and circumstances and ask that you approve it. I'd be happy to answer any additional questions.

Mr. Knopke – Mr. Chairman?

Chair – Question of?

Mr. Knopke – Ms. Farrington or counsel?

Ms. Farrington – Yes sir?

Mr. Knopke – How long has Mr. Wilson been FDIC for this firm?

Ms. Farrington – I can't give you a time frame but in discussions with the investigator it's my understanding that Mr. Wilson has been the funeral director at this facility for quite a period of time. A number of years.

Mr. Denhardt – I would agree with that. I'm not sure the exact time but it's been quite some time.

Mr. Knopke – Okay.

MOTION: Mr. Knopke moved to reject the proposed Settlement, increase the fine to \$1500 and require that Mr. Wilson take and pass the Law and Rules Exam within sixty (60) days; submit the application and fees associated with taking the exam within sixty (60) days; and accept or reject the counter-offer within twenty-one (21) days if the motion passes. Ms. Oliver seconded the motion, which passed with one (1) dissenting vote.

(b) Related Cases – Division No. ATN-23544

Mr. Shropshire – These are two (2) related cases.

1. Carey, Royal, Ram'n Mortuary, Inc., d/b/a Carey Royal Ramn Funeral Home, Inc.: Case No. 164629-14-FC; Division No. ATN-23544 (F040777)

Mr. Shropshire – The allegations herein include but are not necessarily limited to that in September 2014, the licensee's employee removed the remains of an infant from refrigeration for transportation to a crematory. The licensee's employee placed the remains in a transportation vehicle, drove home, and left the vehicle unattended for an extended period of time. The next day, the infant's remains were discovered next to a dumpster located behind a convenience store. The matter is before the Board on a proposed Settlement calling for the following penalty that the licensee voluntarily and permanently relinquishes its licensure. I believe the "permanently" is intended to indicate that the licensee agrees that they shall not subsequently reapply for licensure, but Mr. Metz will address that issue. The subject is appearing pro se without counsel. The Department is represented by its attorney, Dustin Metz. Mr. Metz?

Mr. Dustin Metz – Thank you, Mr. Director. This is Case No. 164629-14-FC. Included in your materials today are the investigative file, the licensee's response, the Administrative Complaint, the amended Administrative Complaint, the Elections of Proceeding and a signed Settlement Agreement. As previously stated, the Settlement Agreement calls for a permanent relinquishment of the license. If you recall, this matter was before you at the April Board meeting. I believe it was in Jacksonville. I unfortunately was not able to attend that meeting, but Ms. Royal was not able to attend this meeting today due to a medical condition. She submitted an email to me late last night, which I provided to you and she is basically requesting to amend, well I'm sorry, I'm jumping ahead. She's made a request on her case as an individual so we can address that shortly. At this point I believe that the terms of the Settlement Agreement are reasonable under the facts and circumstances and I would request that you approve the Settlement.

Mr. Shropshire – Mr. Chair may I inquire briefly?

Chair – Please.

Mr. Shropshire – Mr. Metz, is the reference to permanently relinquishing intended to refer to s. 497.153(5)(8), F.S., where it states that on a case by case basis the Board may specify that revocation is permanent and that no future application for license under this Chapter by the revoked person or entity shall be accepted, processed or approved?

Mr. Metz – Yes sir. Thank you for clarifying that.

Chair – Thank you.

MOTION: Mr. Hall moved to approve the Settlement Stipulation that the licensee voluntarily and permanently relinquishes its license. Ms. Oliver seconded the motion, which passed unanimously.

2. Royal, Jeannette: Case No. 164613-14-FC; Division No. ATN-23544 (F042332)

Mr. Shropshire – The allegations herein include but are not necessarily limited to that the licensee was FDIC for Carey, Royal, Ram'n Mortuary, Inc. In September 2014, an employee of that funeral establishment removed the remains of an infant from refrigeration for transportation to a crematory. The employee placed the remains in a transportation vehicle, drove home and left the vehicle unattended for an extended period of time. The next day the infant remains were discovered next to a dumpster behind a convenience store. This matter is before the Board here today on a proposed disciplinary Settlement in which the licensee agrees to pay a fine of \$5,000, with six months to pay that fine. The subject is appearing pro se without counsel. The Department is represented by its counsel, Dustin Metz. Mr. Metz, would you care to read into the record her email, which she sent you?

Mr. Metz – Sure.

Mr. Shropshire – Beginning with the date and time that you received it.

Mr. Metz – Yes. This email is from CareyRoyalFuneralHome@yahoo.com. This was sent on Thursday, June 30th @2:26 AM to me, Dustin Metz, Assistant General Counsel for the Department of Financial Services. It is addressed to Department of Financial Services Board of Funeral, Cemetery and Consumer Services.

“TO WHOM IT MAY CONCERN:

Please be advised that I, Jeannette Royal, am unable to attend the meeting today, June 30, 2016, in Tallahassee due to my current health issues; for which I apologize.

However, I wish to express to the Board that the penalty of \$5,000.00 expressed in the settlement agreement is rather steep financially and six (6) months would be more than a hardship at this time; with all due respect I would hope the Board would be able to reconsider or possibly extend the length of time in which the payments would be paid to twelve (12) months.

I respectfully, thank you for any consideration extended in my behalf.

Sincerely,

Jeannette Royal”

Chair – Thank you. Did Ms. Royal originally execute the document and sign the document agreement?

Mr. Metz – Yes sir.

Chair – Thank you.

Mr. Metz – And just for the record this is Case No. 164613-14-FC and included in your material is the investigative file, the licensee’s response, the Administrative Complaint, the amended Administrative Complaint, both Elections of Proceeding and a signed Settlement Agreement. I believe at this time discussion may be appropriate but the Department believes that the Settlement Stipulation is reasonable under the facts and circumstances of this case and I would respectfully request that you approve the Settlement Agreement.

Mr. Shropshire – Mr. Chairman, may I?

Chair – Please.

Mr. Shropshire – The Division’s interpretation of the email that was just read to you is that she is not withdrawing from the proposed Settlement. She would like for the Board to give her an even better deal, but she will take that deal if that’s what the Board requires. Is that in your interpretation, Mr. Metz?

Mr. Metz – Yes sir.

Mr. Shropshire – May I inquire of legal counsel? Would that be an appropriate interpretation you think?

Mr. Barnhart – Yes, I think so.

Chair – Board?

Mr. Hall – May I ask just a couple of questions?

Chair – Please, Mr. Hall.

Mr. Hall – Is it my understanding that the individual involved in this, I believe it was her son, in the original meeting, he’s an unlicensed individual, is that correct staff person? I don’t see him in this anywhere so I just wondered is he unlicensed and a staff individual?

Mr. Metz – I can answer that question. Yes, sir the activities that he does for the funeral establishment do not require a license.

Mr. Hall – And the standard clauses that if it's not paid in an adequate time then the license is revoked? Is that right Mr. Shropshire?

Mr. Shropshire – Mr. Metz?

Mr. Metz – I believe the standard terms would be that she would have the period time that you provide her today and then if she fails to make that payment, the Department is then authorized to issue an additional Administrative Complaint for failure to pay the fine, at which point we would seek the highest penalty we could get.

Mr. Shropshire – Mr. Metz, may I elaborate? More specifically I believe that typically there would be an Order adopting the Settlement Stipulation and if she didn't pay on time that would be a violation of the order and typically Legal staff would do an immediate Order suspending her license until she pays and file an Administrative Complaint.

Chair – Thank you.

Ms. Farrington – Mr. Chairman, if I can clarify?

Chair – Just a moment. Ms. Simon?

Ms. Simon – I have nothing to add. Thank you, sir.

Chair – Okay. I'm sorry. Ms. Farrington.

Ms. Farrington – In addition to the procedure that Mr. Shropshire has described, a seven (7) day notice has to be given to the licensee and the opportunity to cure. So if she were to fail to pay, she'd be served with a notice of intent to issue a cease and desist order or an emergency suspension order in this case. She would have seven (7) days to make the payment. At that time, if she did not make the payment, the emergency suspension order would issue.

Chair – Thank you for the clarification.

Mr. Shropshire – Mr. Chairman, may I add one other thing?

Chair – Please.

Mr. Shropshire – If the Board will recall the facts in this case and the related case you just looked at were that the infants remains were asserted to have been removed by someone who broke into the van while it was parked at the house. It was reported to the police. The police came out and looked into it. There was some indication of forced entry. The police were unable to find a culprit but they were also unable to determine that the licensees had actually placed these remains where they were found. So what is before you today is just the charge of the negligence in letting the remains be in the van at the house and it's not part of the case that these licensees were in any way involved in placing the remains in the dumpster or adjacent to the dumpster.

Chair – Thank you for that clarification. Mr. Helm?

Mr. Helm – Ms. Farrington, why is there not probation? I'm sorry, not Ms. Farrington.

Mr. Metz – No offense taken.

Mr. Helm – How come there is not a probation on this?

Mr. Metz – I utilized the memo that was prepared by Mr. Shropshire at the previous informal hearing in which he recommended a \$5000 fine with six (6) months to pay. Probation was not included at that time.

Chair – Thank you.

Mr. Helm – Mr. Shropshire, we’re going to have to change it anyways if we do what she is requesting, right? Aren’t we going to extend it to twelve (12) months rather than six (6) months?

Mr. Shropshire – If you do what she requested.

Mr. Helm – Yes.

Mr. Shropshire – Yes, but I believe though...

Mr. Barnhart – If you change anything else, it’s going to require her approval.

Chair – Thank you. Is there a motion?

Mr. Shropshire – Mr. Chairman, this would be a motion on the Settlement as presented without her changes?

Chair – Yes.

MOTION: Mr. Hall moved to approve the Settlement Stipulation with an administrative fine of \$5,000, with six months to pay. Ms. Oliver seconded the motion, which passed unanimously.

(c) Related Cases – Division Nos. ATN-23287, ATN-22800

Mr. Shropshire – These are three (3) related cases.

1. M&M Florida Enterprises, Inc., d/b/a Central Florida Casket Store and Funeral Chapel: Case Nos. 162992-14-FC, 163302-14-FC; Division Nos. ATN-23287, ATN-22800 (F043647)

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that the licensee’s employee drafted a series of contracts with inflated charges in a scheme to deplete the decedent’s bank account of all available funds. The licensee withdrew over \$3,000.00 from the decedent’s bank account for a direct natural cremation originally offered to the consumer for a price of \$770.00. The matter is before the Board here today on a proposed Settlement in which the proposed penalty includes a \$1500 administrative fine and one-year probation. The subject is represented by counsel, Wendy Wiener. The Department is represented by its counsel, Dustin Metz. Mr. Metz?

Mr. Metz – Thank you, Mr. Shropshire. This first case before you is against M&M Florida Enterprises, Case Nos. 162992-14-FC and 163302-14-FC. Include in your materials is the investigative file, the licensee’s response, the Administrative Complaint and a signed Settlement Agreement. This case, along with the two (2) cases following on your agenda, I would consider them as a packaged deal so any amendment to any of these could call of the others into question. I think I’ll allow Ms. Wiener to address that specifically, but for this particular case, the Stipulation calls for a fine of \$1500 and one (1) year probation. The total amount withdrawn from the decedent’s bank account was around \$3000. If you combine all of the amounts, over the three (3) cases, the fines equal to \$3000. We have some issues in this case with a deceased complainant and quite frankly the licensees are alive to explain what happened and the complainant is not. I’ll leave it at that. I don’t want to talk too much about the facts in case you deny these stips, so at this point I believe that it’s appropriate. The total Stipulation is reasonable under the facts and circumstances and I respectfully request that you approve the Settlement Agreement.

Chair – Thank you, Mr. Metz.

Mr. Knopke – Mr. Chairman?

Chair – Yes?

Mr. Knopke – I was on Probable Cause Panel A and recuse myself.

Mr. Hall – Question, please?

Chair – Mr. Hall?

Mr. Hall – Ms. Wiener, can you tell us if there was any restitution made back to the family on any of this?

Ms. Wiener – There's no one to make restitution for. If you'd like I can, one of the things that's not included in your packets is the letter that I sent to Mr. Metz in response to receiving the initial settlement proposals, which were quite different from this. So if you'd like, I can explain a little bit more about what happened. I think that the way that the allegations are set forth is a correct recitation of the allegations but it doesn't really give you the picture of what happened here.

Mr. Hall – I guess my question was that and then the individual that actually met with the family, there's no penalties or probation for that individual and his explanation is just my boss told me to do this.

Ms. Wiener – Well, no, not exactly. So here's what happened. Contract No. 1, there were four (4) contracts at issue, Contract No. 1 was prepared for submission to the County pursuant to its indigent program. It was for \$770 less the down payment of \$195. What happened was that it turns out that the decedent was not indigent and in fact there was not one (1) bank account, there were two (2) bank accounts. When an application was made to the indigent program by the establishment the indigent program denied the claim and noted that in fact there were assets sufficient to pay for the cremation. My clients applied to the indigent, or applied to the court to open the necessary probate to get paid. When they did that they learned subsequently that the woman who said that there was no money and that she wasn't aware of any money, which was the complainant, the mother had actually accessed the bank account and had taken all of the money out. In the meantime, the bank notified the funeral establishment that in fact there was another account with enough money in it to pay for the cremation. They applied for a second probate to go to that account and finally got paid from that account. So what happened was there was Contract No. 1. It was for the direct cremation, \$770 less the down payment of \$195. Contract No. 2 was prepared to account for the continued refrigeration of the remains due to the delay, which resulted from the denial by the County, which denial was based on misinformation provided by the complainant in this case who is now deceased. Now the number of days of refrigeration were estimated at that time and that's really where the violation comes in. The real violation in this case has to do with charging for the wrong number of days of refrigeration and I'll get to that in just a minute. So he estimated that it was going to be ten (10) days at \$185 per day and there was an additional charge included, which was supported by the general price list, for the transportation associated with the trips to the probate court and to the bank. So, now the balance on the contract was \$595 balance due from Contract No. 1, plus an additional \$1850 for refrigeration and \$250 for five (5) trips of the errand car at \$50 apiece. Contract No. 3 was prepared to account for the filing fees to the probate court. That figure also set forth on the general price and supported thereon. So now there was a \$2675 balance due on Contract No. 2, which was Contract No. 1 and Contract No. 2, plus \$750 for probate filings. Finally, Contract No. 4 was prepared to correct the number of days of refrigeration from ten (10) to nine (9), and to account for the payments that were made as a result of the probate filings. The balance due of \$428 was actually written off and was not charged to Ms. Wilkinson. Here's where the problem comes in. The actual number of days of refrigeration was six (6) and not nine (9) and so when he corrected the contract he simply corrected the contract incorrectly and so that's the violation here and that is the violation that were we to go to hearing on this that we would be ultimately I believe disciplined with regard to and that's the violation that supports these stipulations and the reason that Mr. Glisson is not included in the stipulations is because the whole set of allegations that can be proven as a violation against the licensee have to do with the number of days of refrigeration. Those, Mr. Glisson had nothing to do with. His name is preprinted at the bottom of the contracts but the signature on Contract Nos. 3 and 4 are Mr. Phillips.

Mr. Hall – Who's names are preprinted?

Ms. Wiener – Mr. Glisson's name is preprinted on the contract but that's actually being changed. The signatures are different and Mr. Metz and I agree that the two (2) actual contracts were the error regarding the number days of refrigeration was made, which is supportive of a violation of Chapter 497, F. S., were not signed by Mr. Glisson and he had nothing to do with those as he was out of the picture by then.

Chair – We have before us a signed Settlement Stipulation that calls for a \$1500 administrative fine and one-year probation.

MOTION: Mr. Jones moved to approve the Settlement Stipulation with an administrative fine of \$1500 and one-year probation. Mr. Helm seconded the motion, which passed unanimously.

2. *Glisson, James E.: Case No. 163295-14-FC; Division No. ATN-23287 (F068237)*

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that the licensee’s employer directed the licensee to draft a series of contracts with inflated charges in a scheme to deplete the decedent’s bank account of all available funds. In furtherance of this scheme, the establishment billed the consumer for refrigeration charges that did not occur. The establishment withdrew over \$3,000.00 from the decedent’s bank account for a direct natural cremation originally offered to the consumer for a price of \$770.00. Respondent acted at the direction of the FDIC, who has assumed responsibility. The matter is before the Board here today on a proposed disciplinary Settlement, which would call for a dismissal of the Administrative Complaint and which would conclude these proceedings. The Department is represented by attorney, Dustin Metz. The licensee is represented by attorney, Wendy Wiener. Mr. Metz?

Mr. Metz – Thank you, Mr. Shropshire. Dustin Metz for the Department. This is Case No. 163295-14-FC. Include in your materials is the investigative file, the licensee’s response, the Administrative Complaint and a signed Settlement Agreement. I believe that at this time the terms of this Settlement Stipulation are reasonable under the facts and circumstances and I respectfully request that you approve the Settlement Agreement.

Chair – Board?

Mr. Hall – Just a question, Mr. Chair for Mr. Metz. It’s difficult I look at the allegations from the Division and what they did in the investigation. It says, negligence, fraud, incompetency, scheme a trick and then we’re talking about no probation, no fine or anything and we had the explanation from Ms. Wiener, but if this was a licensed individual, a man that met with that family then he’s responsible, he was involved. I’m having trouble wrapping my mind around that. Can you give me some insight to help me there?

Mr. Metz – Yes sir. Basically to obtain the Settlement Agreement regarding the establishment and the FDIC, this was part of the agreement that we would not pursue against Mr. Glisson.

Mr. Hall – And these are you all’s words as to what you thought the allegations and charges were that we had for us?

Mr. Metz – Yes sir. I drafted that complaint.

Mr. Hall – Okay.

Ms. Wiener – But, if I may, Mr. Chair, allegations are not proof.

Mr. Hall – I understand.

Ms. Wiener – Allegations are simply allegations and in this case a shortcoming for the Division, as Mr. Metz pointed out, is that the complainant is no longer living. And so, I believe from the Division’s point of view, it would be hard to prove those allegations when the series of contracts is as I have outlined and those charges are not \$3000 for a direct cremation. Those are charges all supported by the licensee’s general price list.

Chair – Mr. Helm?

Mr. Helm – I’m not sure who to address this question to. If I’m hearing all this right, if we don’t agree to one (1) of these all three (3) of them are no good? Is that what you’re saying? We’ve already passed one (1), so how can that not be good?

Ms. Wiener – I think what Mr. Metz was getting at is that these are as is often the case three (3) cases based on a single set of allegations. It so happens that there were multiple licensees involved. Because the facts, if taken to hearing, will show that Mr. Glisson had nothing whatsoever to do with the calculation of the days under refrigeration for these remains. The deal is Mr. Glisson will not be penalized in this matter if these other two (2) Settlement Stipulations are entered into.

Chair – Thank you.

Ms. Wiener – It will jeopardize all three (3) of the Stipulations if...they are as Mr. Metz properly said sort of a package deal.

Chair – Mr. Barnhart?

Mr. Barnhart – Mr. Helm, it'd be my opinion that each Stipulation is standing upon its own legs so one (1) is not dependent upon the other.

Mr. Helm – Well that's the way I would assume it too.

Chair – Any more questions? Motion?

Mr. Shropshire – Mr. Chairman, may I?

Chair – Mr. Shropshire?

Mr. Shropshire – Again, just to echo what Mr. Metz said, this, as this Board so infrequently encounters, is one of those situations where you are facing practical litigation, reality and sometimes the Board just has to take the best it can get. It would be very hard to prove this case with the decedent the customer being deceased. That's just the reality. So this is one of those cases maybe where you have to, um, it's not exactly what you would want but it's the best that, as a practical matter, can be achieved. That would be my comment. Thank you.

Mr. Knopke – Mr. Chairman?

Chair – Yes?

Mr. Knopke – In an abundance of ignorance, I recused myself in this matter as Probable Cause Panel A. It's Probable Cause Panel B and I was ahead of myself having sat here and listened quietly I will make the motion to approve the Settlement as submitted.

Chair – Thank you.

MOTION: Mr. Knopke moved for a dismissal of the Administrative Complaint, which would conclude these proceedings. Mr. Jones seconded the motion, which passed with one (1) dissenting vote.

3. *Phillips, Michael Tipton: Case Nos. 162991-14-FC, 163294-14-FC; Division Nos. ATN-23287, ATN-22800 (F043647)*

Mr. Shropshire – The allegations in herein include but are not necessarily limited to that the licensee directed an employee to draft a series of contracts with inflated charges in a scheme to deplete the decedent's bank account of all available funds. In furtherance of this scheme, the establishment billed the consumer for refrigeration charges that did not occur. The establishment withdrew over \$3,000.00 from the decedent's bank account for a direct natural cremation originally offered to the consumer for a price of \$770.00. The matter is before the Board here today on a proposed disciplinary Settlement in which the proposed penalty includes a \$2000 fine and a one-year probation. The licensee is represented herein by attorney Wendy Wiener. The Department is represented by its attorney, Dustin Metz. Mr. Metz?

Mr. Metz – Thank you, Mr. Shropshire. Dustin Metz for the State. These are Case Nos. 162991-14-FC and 163294-14-FC. Include in your materials is the investigative file, the licensee's response, the Administrative Complaint and a signed Settlement Agreement. The Stipulation calls for a \$2000 fine and one year of probation with the usual terms and conditions. The Department believes the terms of the Settlement Stipulation are reasonable under the facts and circumstances of this case and I respectfully request that you approve the Settlement Agreement.

Chair – Thank you.

MOTION: Mr. Knopke moved to approve the Settlement Stipulation with an administrative fine of \$2000 and one-year probation. Ms. Oliver seconded the motion, which passed unanimously.

Chair – Thank you, Mr. Metz.

Mr. Metz – You’re welcome, sir.

B. Material Facts Not Disputed (Section 120.57(2) Hearings)

(1) Probable Cause Panel A

(a) Howard, Randy Dale: Case Nos. 162981-14-FC, 163239-14-FC, 163240-14-FC, 163241-14-FC; Division Nos. ATN-23244, ATN-23285, ATN-23334, ATN-23400 (F062630)

Mr. Shropshire – The allegations in this matter include but are not necessarily limited to that while FDIC for JGR Funeral Services Inc., the licensee and/or JGR entered into four (4) preneed sales contract with a consumer using an at-need form, failed to trust the required monetary amounts of those contracts, entered into preneed contracts without a valid preneed license, and failed to ensure JGR complied with all state laws. The matter is before the Board here today for informal hearing wherein the licensee was served with the allegations and has responded and does not dispute the factual allegations alleged in the Administrative Complaint. The Department is represented by its attorney, Deirdre Farrington. The subject is appearing pro se, without counsel. Ms. Farrington?

Ms. Farrington – There are four (4) cases with regard to Mr. Howard. Those are Case Nos. 162981-14-FC, 163239-14-FC, 163240-14-FC and 163241-14-FC. It’s the Department’s position that the terms of the Settlement Stipulation are reasonable under the facts and circumstances of the case and I would ask that you consider and approve this Settlement. Mr. Howard was not...

Mr. Shropshire – Ms. Farrington?

Ms. Farrington – I’m sorry?

Mr. Shropshire – Is this matter before us on a settlement or an informal hearing?

Ms. Farrington – I would like to clarify the materials that you’ve received.

Mr. Shropshire – Yes ma’am.

Ms. Farrington – Mr. Howard technically was in default because he was personally served and did not respond within the statutory twenty-one (21) days. Shortly before the last meeting of this Board in April where discipline was considered, Mr. Howard obtained counsel and a Stipulation was entered at that time, three (3) days prior to the April Board meeting. So at that time, the Stipulation was not included in your Board materials. Mr. Howard has been ill and was unable to travel to that meeting and his attorney did not intend to appear. Therefore, the case was taken off the agenda and continued to today’s docket. In the intervening two and a half months, Mr. Howard has discharged his counsel. In an abundance of caution, not having current contact information for Mr. Howard and not being able to reach him through counsel, I left my motion for a determination of waiver, the default, on today’s agenda. I included in your Board packet the Stipulation that was entered on or about April 4th, 3rd or 4th, just prior to the last Board meeting. Yesterday afternoon, Mr. Howard did contact my office and so the Stipulation that is in your Board package, he has confirmed that he signed it, he does not dispute it but he was unable to attend today’s meeting because of serious chronic health issues. He asked me to make the request of the Board. The terms of this Settlement are a \$4500 fine and two (2) years’ probation and during the probation he cannot act as FDIC of any establishment. Mr. Howard is currently on disability and not working. He has not worked for some time and he has no idea of when he will be able to return to work, but he was not able to attend today’s meeting. I did not want to continue this again. So, in the interest of fairness, I told Mr. Howard I do not represent you and I am not your friend but I will put your request before the Board and they may consider it. Given his circumstances and he did offer to send me certain medical records, which at that point I didn’t feel were necessary. I am aware, through our investigator, that he has not been at work, that he is having financial difficulties because of that so I didn’t feel it was necessary to have Mr. Howard provide me with his personal medical records in order to put this request before you that he be given some time to pay. I have no objection if the Board feels it’s reasonable to extend him six (6) months to a year. That would not trouble me but it is at your discretion.

Chair – And that is not part of the proposed Settlement Stipulation.

Ms. Farrington – That is correct.

Chair – Which was executed April 5th and contains the language to \$4500, two (2) years' probation and not ever to serve as the FDIC.

Ms. Farrington – During the probation. It's not a permanent bar on FDIC status.

Chair – It's only during the probation?

Ms. Farrington – Only during the terms of the probation, Mr. Chair.

Chair – Thank you.

MOTION: Mr. Hall moved to approve the Settlement Stipulation with an administrative fine of \$4500, (2) years' probation and during the probation he cannot act as FDIC of any establishment.

Mr. Knopke – Mr. Chairman let me recuse myself at the appropriate time this time on Panel A.

Chair – Okay. There's a motion made to accept the Settlement Stipulation.

Mr. Jones – I have one (1) question, if I may?

Chair – Please.

Mr. Jones – The payment time, what are we looking at? What did you state as the length of time to pay this?

Ms. Farrington – Our standard Stipulation was thirty (30) days and that's what's included in the Stipulation.

Mr. Jones – Mr. Hall, that's within yours, thirty (30) days?

Mr. Hall – I just accepted it as is. Do you feel we need to extend it?

Mr. Jones – No, I just wanted to clarify. I second that.

Chair – There's been a motion made to accept the Settlement Stipulation as it is and it's been seconded. All those in favor, aye? Any opposed? The motion carries.

(b) Sweeting, Calvin H.: Case No. 187342-16-FC; Division No. ATN-26590 (F046830)

Mr. Shropshire – The allegations herein include but are not necessarily limited to that the licensee was convicted in Miami-Dade Circuit Court of the knowingly possessing, issuing, causing to be issued, selling, submitting, or offering a fraudulent training certificate. This crime is a third degree felony, and is related to the practice, or the ability to practice, the licensee's profession or occupation. The matter is before the Board here today for an informal hearing in which the subject has been served with the allegations and has responded and has not disputed the factual allegations. The Respondent is appearing pro se, without attorney. The Department is represented by its attorney, Deirdre Farrington. Ms. Farrington?

Ms. Farrington – The case against Mr. Sweeting is Case No. 187342-16-FC. Mr. Sweeting has prior discipline and in a 2003 case his funeral director's license was limited so that he could not act as an FDIC. That limitation was affirmed in 2007 when Mr. Sweeting applied to have it removed. I'm afraid I don't have the details of the prior discipline because it's somewhat aged. I would be happy to answer any other questions that you might have about this case.

Ms. Oliver – What is the proposed resolution?

Ms. Farrington – At this time, there is no proposed resolution. Mr. Sweeting was served with an Administrative Complaint. He did respond within the statutory twenty-one (21) day response period indicating that he elected an informal proceeding. His response included several documents regarding to payment of the fines and penalties imposed in the criminal case and a letter indicating that he was working on those payments but he did not dispute the material facts and in fact the materials that he provided support the Department’s position that he was in fact convicted of this. I had obtained a certified copy of the conviction. The type of training certificate that he was evidently dealing is were firearm training certificates for private security guards. It’s a serious infraction. It’s certainly a very large breach of trust and given that he was already under prior discipline limiting the use of his license I submit those issues for your deliberation.

Chair – Is Mr. Sweeting here or anyone representing Mr. Sweeting? Hearing none.

Ms. Farrington – I have previously met Mr. Sweeting and I do not see him present.

Chair – Thank you.

Mr. Helm – Does the Division have a recommendation?

Mr. Shropshire – I believe we’re recommending revocation but Ms. Farrington, do you want to elaborate on that? Would revocation be within the acceptable range?

Ms. Farrington – I believe so. It is an egregious offense. It is a type of fraud that does reflect on the ability of this individual who is in a position of public trust. Mr. Sweeting was served with notice of today’s hearing. As I previously mentioned, I’ve met him and I do not see him, but he was properly served with notice of today’s meeting. He has previously come to Tallahassee to deal with administrative matters.

Chair – Is his funeral director and embalmer’s license currently expired?

Ms. Farrington – It is delinquent. It has not yet expired. I think it would expire on next year’s term. He is not currently working in the death care industry to my knowledge. My last conversation with Mr. Sweeting was probably four (4) or five (5) months ago, but at that time he indicated that he was not working in the funeral industry.

Chair – Do we need any motion before the disciplinary motion? Is there any procedural motion?

Ms. Farrington – The Administrative Complaint is included in the Board’s materials and the facts are set out there. I would ask that you accept the facts as set out in the Administrative Complaint.

MOTION: Mr. Helm moved to adopt the Findings of Fact and Conclusions of Law. Ms. Oliver seconded the motion, which passed unanimously.

Chair – Mr. Hall?

Mr. Hall – Due to extenuating circumstances I’d move for permanent revocation.

Ms. Oliver – Second.

Mr. Shropshire – I believe there’s an intervening motion that has to be made accepting the Allegations of Law as Findings of Law.

Ms. Farrington – I believe that was the acceptance of the Administrative Complaint as the Findings of Law. I’m not sure. Mr. Barnhart do you have...

Mr. Barnhart – It was my understanding that that was for both. Did you intend your motion to be both the Findings of Facts and the Conclusions of Law?

Mr. Hall – Mine was the second motion on the revocation. I don't know who made the first motion.

Mr. Helm – I did.

Ms. Farrington – Mr. Helm made the first motion.

Chair – Was that for both?

Mr. Helm – Sure.

Ms. Farrington – And just to be sure that it's on the record, Mr. Sweeting was duly served with the Administrative Complaint, so at this point...

Chair – Mr. Hall?

MOTION: Mr. Hall moved for permanent revocation due to extenuating circumstances. Ms. Oliver seconded the motion, which passed unanimously.

Chair – Thank you, Ms. Farrington.

Ms. Farrington – Thank you, Mr. Chair.

6. Application(s) for Preneed Sales Agent

A. Informational Item (Licenses Issued without Conditions) – Addendum A

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

7. Application(s) for Continuing Education Course Approval

A. Recommended for Approval without Conditions – Addendum B

- (1) *Elite CME, Inc. #113*
- (2) *Florida Cemetery, Cremation & Funeral Association #75*
- (3) *International Cemetery, Cremation and Funeral Association #122808*
- (4) *Kates-Boylston Publications #23010*
- (5) *M.K. Jones & Associates, Inc. #9605*
- (6) *National Funeral Directors Association #136*
- (7) *New Jersey Funeral Service Education Corp #7002*
- (8) *Selected Independent Funeral Homes #137*

Mr. Shropshire – The majority of the Continuing Education Committee and the Division recommends approval of the applications for the number of hours indicated on Addendum B in the right hand corner.

MOTION: Mr. Hall moved to approve the applications. Ms. Oliver seconded the motion, which passed unanimously.

8. Application(s) for Florida Law and Rules Examination

A. Informational Item (Licenses Issued without Conditions) – Addendum C

- (1) *Direct Disposer*
 - (a) *Jennings, Stephanie J*
- (2) *Funeral Director (Internship and Exam)*
 - (a) *Epstein, Keith A*
 - (b) *Pulda, Kelley A*
- (3) *Funeral Director and Embalmer (Endorsement)*
 - (a) *Adams, Dennis B*
 - (b) *Manzollillo, Frederick*

- (c) *Peterson, Chad M*
- (d) *Snavely, Jillian K*
- (e) *Weary, Christopher O*
- (f) *Williams, Demetrica A*
- (4) *Funeral Director and Embalmer (Internship and Exam)*
 - (a) *Constable, Brianna E*
 - (b) *Dorsey, April N*
 - (c) *Dupont, Michael K*
 - (d) *Emery, Cynthia J*
 - (e) *Herrera, Roberta A*
 - (f) *Ladouceur, Sheree M*
 - (g) *Leader III, Melvin R*
 - (h) *Major, Mickel L*
 - (i) *Mendez-Castro, Jorge L*
 - (j) *O'Brien, Matthew C*

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

B. Recommended for Approval with Conditions (Criminal History)

- (1) *Funeral Director and Embalmer*
 - (a) *Moran, Maureen C*

Mr. Shropshire – The Applicant submitted an application for Funeral Director and Embalmer on June 6, 2016. The Applicant held a previous Funeral Director and Embalmer license that was issued on April 26, 2000 and expired on August 31, 2003. Ms. Moran did not renew her license because she was incarcerated on the following charges:

- September 2003: Convicted of DUI Manslaughter and DUI Serious Bodily Injury. Ms. Moran was sentenced to 14.8 years' incarceration and five years' probation. Ms. Moran was released on February 14, 2016

Ms. Moran has submitted a letter from herself and multiple letters of recommendation, most notably, from her current employer and staff, probation officer, current counselor and past employer. The Division is recommending approval subject to the condition that the Applicant be placed on probation for a period of five years to run concurrently with the current felony probation she is serving.

Chair – Ms. Moran?

Ms. Maureen Moran – I came here to day just to show you that I have a strong desire to be relicensed and if you had any questions in regards to the events....

Chair – It's customary that you be sworn in.

Ms. Moran – Oh, yes. I'm sorry.

Mr. Shropshire – Yes ma'am. Would you raise your right hand, please?

Ms. Moran – Yes.

Mr. Shropshire – Do you solemnly swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Ms. Moran – I do.

Mr. Shropshire – Please state your full name.

Ms. Moran – My name is Maureen Claire Moran.

Mr. Shropshire – Thank you, ma'am.

Ms. Moran – Thank you.

Chair – I'm sorry, go ahead.

Ms. Moran – I came here today to express to you my desire to become a licensed professional again in this state and that I feel I would be an asset to the funeral industry. I understand that with criminal history you guys must weigh our character heavily in deciding these matters so I wanted to be present in case there was anything that was submitted that you have any questions in regards to the event that led to this criminal charge.

Chair – Thank you. Board?

MOTION: Mr. Jones moved to approve the application subject to the condition that the Applicant be placed on probation for a period of five years to run concurrently with the current felony probation she is serving. Mr. Hall seconded the motion, which passed unanimously.

Chair – Thank you for coming before the Board.

Ms. Moran – Thank you.

Mr. Jones – Good luck.

Ms. Moran – Thank you.

Chair – We feel like we have a vested interest in your success and your welcome to come before the Board and tell us about your successes somewhere down the road.

Ms. Moran – Thank you.

Chair – Just let us know.

Ms. Moran – Thank you. I have one (1) question. On my application I did request a provisional license and I was reviewing my documents and I didn't see a copy of that form so I wanted to make sure that it was submitted with the application or should I just check with you?

Mr. Shropshire – Ma'am, you should just check with our staff member Jasmin Richardson.

Ms. Moran – Okay. Thank you very much. I appreciate your time.

Chair – Thank you.

9. Application(s) for Internship

A. Informational Item (Licenses Issued without Conditions) – Addendum D

(1) Funeral Director

- (a) Bates, Tiki H F035271**
- (b) Johnson, Mallory J F090785**
- (c) Johnson, Mark L F090786**
- (d) Johnston, Christopher E F075975**

(2) Funeral Director and Embalmer

- (a) Bethel, Chastity D F090854**
- (b) Brown, Ryan A F090819**

- (c) *Burnham, Justin K F090788*
- (d) *Cortez, Dyani A F091318*
- (e) *Duran, Jonathan F091317*
- (f) *Groden, Jason C F091192*
- (g) *Rushton, Steve E F090912*
- (h) *Thompson, Scotti B F081709*

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

- B. *Application(s) to Renew Internship***
 - (1) *Recommended for Approval without Conditions*
 - (a) *Cornish, Cathleen (F086469) (Hardship)*

Mr. Shropshire – This item has been withdrawn from the agenda.

- 10. *Application(s) for Embalmer Apprenticeship***
 - A. *Informational Item (Licenses Issued without Conditions) – Addendum E***
 - (1) *Gacek, Christopher J F090784*
 - (2) *Genrich, Sarah L F090818*
 - (3) *Jenkins, Alicia C F090787*
 - (4) *Jones, Jonathan K F066997*

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

- B. *Recommended for Approval with Conditions (Criminal History)***
 - (1) *Cross, Wesley D*

Mr. Shropshire – The Applicant submitted an application for a Concurrent Internship on June 6, 2016. The application was not complete and a deficiency letter was sent. All deficient items were returned on June 7, 2016.

- February 2005: Plead guilty to Fraudulent use of a credit card. Sentenced to five years' probation, residential substance abuse program and restitution.

Mr. Cross has submitted a letter from himself and multiple letters of recommendation, most notably, from his potential employer. Those letters were included in the materials submitted to the Board. The Division is recommending approval subject to the condition that the Applicant be placed on probation for a period of one year.

Mr. Hall – Question, Mr. Chair?

Chair – Mr. Hall?

Mr. Hall – The distance between all the addresses I look at from Alabama, is he going to move to this potential employer, is that your understanding Mr. Shropshire, in Florida?

Mr. Shropshire – May I redirect that? Ms. Richardson, do you have any knowledge on that?

Ms. Jasmin Richardson – I do not.

Mr. Shropshire – So we don't know as we sit here today, sir.

Chair – Thank you.

MOTION: Mr. Helm moved to approve the application subject to the condition that the Applicant be placed on probation for a period of one year. Mr. Knopke seconded the motion, which passed unanimously.

- 11. **Application(s) for Registration as a Training Agency**
 - A. **Informational Item (Licenses Issued without Conditions) – Addendum F**
 - (1) **Stonemor Florida Subsidiary LLC D/B/A Allen J Harden Funeral Home (Mount Dora)**

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

- 12. **Notification(s) of Change in Location**
 - A. **Informational Item – Addendum G**
 - (1) **Richardson’s Family Funeral Care Inc. (F055378) (Tallahassee)**

Mr. Shropshire – This item is informational only and does not require Board action.

- 13. **Consumer Protection Trust Fund Claims**
 - A. **Recommended for Approval without Conditions – Addendum H**

Mr. Shropshire – The Division recommends that these claims be approved for the amounts indicated in the column titled “Amount Recommended.”

MOTION: Mr. Knopke moved to approve the claim(s) for the amount indicated on the Addendum entitled “Amount Recommended.” Mr. Jones seconded the motion, which passed unanimously.

- 14. **Application(s) for Change of Ownership (Collective Coversheet for Various Applications)**
 - A. **Recommended for Approval with Conditions**
 - (1) **Cremations of Greater Tampa Bay Inc.**
 - **Application(s) for Direct Disposal Establishment and Preneed Main License**
 - (a) **Cremations of Greater Tampa Bay Inc. (F069037) (Tampa)**

Mr. Shropshire – Cremations of Greater Tampa Bay, Inc. (CGTB), a corporation, seeks approval for an application for a change of ownership of a direct disposal establishment and an application for a preneed main license (License # F069037) at the below listed location. The change of ownership is due to a change of control that occurred in or about 2015, wherein the former owner and majority shareholder (99%), Christine Cohen, transferred all of her shares to her son, Thomas J. Cohen. As a result, Mr. Cohen became the sole owner (100%) of the corporation. It should be noted that Mr. Cohen answered “Yes” to pleading guilty to a felony crime of: Possession of drug paraphernalia, possession of marijuana, and weapons misconduct in 2004. As a result, Mr. Cohen was placed on 30-days house arrest, 12 months of unsupervised probation (reduced to 6 months), and a fine of \$3,505, including fees. Mr. Cohen has completed and satisfied all conditions of probation and payment of all fines.

More specifically, the entities that are being acquired is as follows:

Cremations of Greater Tampa Bay, Inc., a licensed direct disposal establishment and preneed main, license # F069037, physical address 4021 Henderson Blvd, Tampa

Enclosed herein, are the separate applications regarding the above listed property. If approved, Applicant is assuming responsibility for all outstanding preneed contracts that have previously been issued by or for fulfillment at the above referenced direct disposal establishment (as further indicated in the explanation provided by Mr. Cohen on page 5, Question 16(c) of the Application for Direct Disposal Establishment License). The Division has no record of disciplinary action in regard to CGTB. Applicant will sell trust-funded preneed contracts through First Florida Trust (Sabal Trust Company), administered by Funeral Services, Inc. (FSI) and utilize their approved prearranged funeral agreement forms. The Applicant’s financial statement as of December 31, 2015 reflects the following:

| | | |
|--|------|--------|
| Outstanding Preneed Contracts to be acquired | = \$ | 42,604 |
| Required Net Worth | = \$ | 10,000 |

Reported Net Worth

= \$ 10,005

The Division recommends approval of these applications referenced above, subject to the following conditions:

- 1) That the closing on the transaction or transfer of stock to acquire ownership shall occur within 60 days of the date of this Board meeting.
- 2) That the closing on the transaction or transfer of stock ownership shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- 3) That Applicant shall assure receipt by the Division within 75 days of the Board meeting, of a letter signed by applicant or applicant's attorney, addressed to the Division, certifying that closing or transfer of stock ownership has occurred and stating the date of closing, and stating that closing occurred on terms and conditions not inconsistent with those as represented to the Board at this Board meeting, and providing a copy of the fully executed Bill of Sale, Asset Purchase Agreement, or other document by which the acquisition transaction is consummated, executed by all parties, and any and all amendments, schedules, and other attachments thereto, also fully executed.
- 4) That the Director of the Division of Funeral, Cemetery, and Consumer Services may extend any deadline set out in these conditions, by up to 90 days, for good cause shown. The Director shall report any such extensions to the Board as an informational item.
- 5) That all representations by the applicant in the application and related materials provided to the Board or FCCS Division by the applicant, in support of the application(s), are deemed material to the Board's action herein.
- 6) That the establishment(s) under the application(s) herein pass an onsite inspection by a member of Division Staff.
- 7) That the Applicant (new owner or controlling party) shall assume all existing preneed liabilities of the location(s) being acquired.
- 8) That the Board accepts the terms and conditions of the attached Stipulation and Consent Order between the Division and Licensee's principal, Thomas J. Cohen for a fine in the amount of \$1000 due within 30 days of receipt of the Order of this Board meeting approving the applications.

Mr. Knopke – Mr. Chairman, I'm going to have some questions, as soon as I can get there.

Chair – Take your time.

Mr. Knopke – Is there anyone here from this firm? Cremations of Greater Tampa Bay?

Chair – Hearing no response.

Mr. Knopke – I will then ask staff. It's a direct disposal establishment, correct?

Mr. Shropshire – Yes sir.

Mr. Knopke – And they are limited in what they can do?

Mr. Shropshire – Yes sir.

Mr. Knopke – I noticed on, and I don't have the page on the electronic version, I'm sorry, if you go down to the income statements included in the package, it's going to be a third of the way in. One of the things that they can't do, I believe, as a direct disposal, is have viewings and on the income statement it says that during December, during 2014, they had viewings and charged for them. Had revenue for them. While the ownership was under the proposed new owner's mother's name at that point in time, he was the FDIC and should have known that he couldn't do that is where my problem arises.

Chair – I have the income statement, for Board members, that begins on Page 44 of your electronic version.

Mr. Knopke – Thank you, Mr. Chairman.

Chair – Where is that on the income statement, please?

Mr. Knopke – If you go down to under Direct Expenses about four (4) from the bottom: Translation, Cremains Delivery, Disposal Cremains and Viewings/Visitations. During the calendar year ended or three (3) months ended December 31, 2014 and twelve (12) months ended December of 2014, going across the column top, as well as twelve (12) months ended December of 2015. Three (3) months ended was \$4075, Twelve (12) months ended in 2015 it was \$2800 and Twelve (12) months ended in 2014 it was \$6275. If you can't have any viewings how come you got revenue for them.

Mr. Shropshire – Yes, Mr. Chairman, may I respond?

Chair – Please.

Mr. Shropshire – I don't believe the Division has at this meeting an explanation of that discrepancy. Ms. Richardson, are you aware of anything or do you have any information on that issue?

Ms. Richardson – No I don't. I haven't seen this form.

Mr. Knopke – And it's not to throw the Department off. It's a question. He's got a discipline issue before us that he didn't, they didn't transfer in proper time. That led me to look through the entire package and that raises more discipline issues in my mind that under while he was FDIC not owner they did things that were, he did or he allowed things to occur that were against the law that he should have known not to do as a direct disposal establishment.

MOTION: Mr. Knopke moved to reject the applications and requested that the Department look further into the activities of this firm regarding viewing and visitations or anything else they want to look at. Mr. Hall seconded the motion, which passed unanimously.

Chair – Thank you.

Mr. Shropshire – May I have just a moment to make a note?

Chair – Um hmm.

Mr. Helm – Just a question while we're waiting. The deemer date won't make any difference on this?

Mr. Shropshire – I was just looking at that, too, Mr. Helm. The application was received May 26th, so the ninety (90) days would be belated to June, July, August. It seems that we don't have a deemer problem.

Mr. Barnhart – August 26th.

Chair – Is there a deemer problem when we acted upon it?

Mr. Knopke – We acted to reject it.

Chair – We rejected it. We didn't say that we're not acting upon it.

Mr. Barnhart – Were you bringing that up, Mr. Shropshire, to see if they could be continued or did you want to....

Mr. Shropshire – I'm not understanding that they're denying, that the Board is now denying the application. They're just rejecting this proposed Settlement package.

Mr. Barnhart – It's an application for change of ownership, is it not?

Mr. Shropshire – It is but it was submitted as part of a package with that proposed Settlement of the disciplinary matter calling for payment of \$1000 fine. That's one (1) of the conditions.

Mr. Barnhart – Oh, I didn't know that.

Mr. Shropshire – So, because they...

Mr. Helm – Number eight (8) on your recommendations.

Mr. Shropshire – So my take on the posture of the case is that they rejected this proposed settlement. We would have to go back to the licensee and inquire into the matter that Mr. Knopke has raised.

Mr. Barnhart – Did you say number eight (8)?

Chair – Stipulation number eight (8).

Mr. Helm – Yeah, condition number eight (8).

Mr. Knopke – It's condition number eight (8) on the proposed conditions.

Mr. Helm – Division recommendations, condition number eight (8).

Mr. Knopke – Mr. Chairman, may I amend my motion from previously?

Chair – Just one moment. Thank you.

Mr. Hall – Would it be best if we table it until the next meeting and ask for an explanation from the establishment? Would that be enough time for them to give an explanation to you, Mr. Shropshire?

Mr. Shropshire – Well, if by next meeting you don't mean the one (1) next week.

Mr. Barnhart – If we postpone it to the first week in August we'd still be within the allowable time.

Mr. Shropshire – Yes sir.

Mr. Hall – Is that acceptable to Mr. Knopke?

Mr. Knopke – Yes.

AMENDED MOTION: Mr. Knopke moved to defer the matter to the August meeting for consideration and to give the Department time to inquire from the applicant about the viewings that they've charged for in the past, thru at least 2014 to 2015 or any other violations or anything else that they want to look at. Mr. Hall seconded the motion, which passed unanimously.

Mr. Barnhart – Mr. Shropshire, did you say we need to go back and readdress something?

Mr. Shropshire – I don't think so.

Mr. Barnhart – Okay. I thought you said we already approved something that was combined with this.

Mr. Shropshire – No. If I did, I misspoke.

Mr. Barnhart – Okay.

15. Application(s) for Change of Ownership (Collective Coversheet for Various Applications)

A. Recommended for Approval *with* Conditions

(1) Robarts Family Funeral Home Inc.

- **Application(s) for Funeral Establishment and Preneed Main License**
 - (a) Robarts Family Funeral Home Inc. (Wauchula)**

Mr. Shropshire – Robarts Family Funeral Services, Inc. (RFFS), a corporation, seeks approval for an application for a change of ownership of a funeral establishment and an application for a preneed main license (License #'s F072586 and F019473, respectively) at the below listed location. The change of ownership is due to a change of control wherein Summer S. Robarts acquired the ownership interests of Dennis R. Robarts II, due to divorce that occurred in July 2015. As a result, all ownership has been transferred to Ms. Robarts. The fingerprints for the principal were returned without criminal history.

More specifically, the entities that are being acquired is as follows:

Robarts Family Funeral Services, Inc., a licensed funeral establishment and preneed main, license # F072586 and F019473, respectively, physical address 529 W Main St, Wauchula. Enclosed herein, are the separate applications regarding the above listed property. If approved, Applicant is assuming responsibility for all outstanding preneed contracts that have previously been issued by or for fulfillment at the above referenced funeral establishment. The Division has no record of disciplinary action in regard to RFFS. Applicant will sell trust-funded preneed contracts through First Florida Trust (Sabal Trust Company), administered by Funeral Services, Inc. (FSI) and utilize their approved prearranged funeral agreement forms. The Applicant's financial statement as of December 31, 2015 reflects the following:

| | |
|--|--------------|
| Outstanding Preneed Contracts to be acquired | = \$ 505,439 |
| Required Net Worth | = \$ 60,000 |
| Reported Net Worth | = \$ 146,983 |

The Division recommends approval of these applications referenced above, subject to the following conditions:

- 1) That the closing on the transaction or transfer of shares of stock to acquire ownership shall occur within 60 days of the date of this Board meeting.
- 2) That the closing on the transaction or transfer of shares of stock shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- 3) That Applicant shall assure receipt by the Division within 75 days of the Board meeting, of a letter signed by applicant or applicant's attorney, addressed to the Division, certifying that closing or transfer of stock ownership has occurred and stating the date of closing, and stating that closing or transfer occurred on terms and conditions not inconsistent with those as represented to the Board at this Board meeting, and providing a copy of the fully executed Bill of Sale, Asset Purchase Agreement, or other document by which the acquisition transaction is consummated, executed by all parties, and any and all amendments, schedules, and other attachments thereto, also fully executed.
- 4) That the Director of the Division of Funeral, Cemetery, and Consumer Services may extend any deadline set out in these conditions, by up to 90 days, for good cause shown. The Director shall report any such extensions to the Board as an informational item.
- 5) That all representations by the applicant in the application and related materials provided to the Board or FCCS Division by the applicant, in support of the application(s), are deemed material to the Board's action herein.
- 6) That the establishment(s) under the application(s) herein pass an onsite inspection by a member of Division Staff.
- 7) That the Applicant (new owner or controlling party) shall assume all existing preneed liabilities of the location(s) being acquired.
- 8) That the Board accepts the terms and conditions of the attached Stipulation and Consent Order between the Division and Licensee's principal, Summer S. Robarts for a fine in the amount of \$1000 due within 30 days of receipt of the Order of this Board meeting approving the applications.

Mr. Helm – Mr. Chair?

Chair – Yes, Mr. Helm?

Mr. Helm – Now I don't know all about these income statements and everything, but on Form R2B, sent in in July, the Retained Earnings, Current Year End is (\$13,637.15). Well I'm having trouble getting from a negative \$13k to \$146k. Would that be included in the property? Is that how they do that?

Chair – I think one is a Profit and Loss statement and the other is a Net Worth statement.

Mr. Helm – I'll have to get that explained to me later.

Chair – I believe that is the answer, however, I'm trying to get to it.

Mr. Helm – It might be the answer but I don't understand it.

Chair – Form R2A, are you referring to?

Mr. Helm – R2B.

Mr. Shropshire – I'm looking at Page 49 of the .pdf materials wherein the licensee indicates a negative Retained Earnings but a positive Net Worth in the amount of \$146,983. Retained Earnings, which is a complicated accounting subject, can become negative for any of a number of reasons, diminution or elimination of good will, an accounting asset so forth. I can't explain specifically why the Retained Earnings is a negative number, but as regards in that the application for net worth, the preneed main license, it's the total net worth that they show, which is a positive number and which does meet the minimum. LaShonda, is that...

Ms. LaShonda Morris – Yes sir.

Chair – The full accounting of the Retained Earnings begins on Page 50. Is that right, Ms. Oliver? Where it shows the current year end Retained Earnings.

Mr. Hall – The actual Income Earnings for the year is a negative \$56k, above that.

Mr. Bill Williams – Mr. Chairman I just looked at that just really quick like. Retained Earnings is nothing more than a function of Profit and Loss and it's just moved over to Balance Sheets. They had a small loss last year. They're meeting their net worth requirements. That's what it amounts to.

Chair – We see that on cases that's come before us.

Mr. Shropshire – Mr. Chairman, let the record reflect that was Mr. Bill Williams addressing the Board.

MOTION: Mr. Jones moved to approve the applications subject to the conditions recommended by the Division. Ms. Oliver seconded the motion.

Mr. Shropshire – If I may, Mr. Knopke has indicated that there is a typo on the Division's coversheet in Item 8. It refers to Thomas J. Cohen, which was carried over from the former case. In fact, the correct name, Ms. Simon, you noted that to me. Do you recall the correct name?

Ms. Simon – That was part of the amendments that was sent out. Summer Robarts, I believe.

Mr. Knopke – Right. That's who it should be.

16. Application(s) for Change of Ownership (Collective Coversheet for Various Applications)

A. Recommended for Approval with Conditions

(1) Williams – Thomas Funeral Home Inc.

- **Application(s) for Cinerator Facility**
 - (a) **Williams Colonial Crematory Inc. (Gainesville)**
- **Application(s) for Direct Disposal Establishment**
 - (a) **A Cremation – Affordable Alternative LLC (Gainesville)**
- **Application(s) for Funeral Establishment**
 - (a) **Williams – Thomas Funeral Home Inc. (Gainesville)**
 - (b) **Williams – Thomas Funeral Home Inc. (Hawthorne)**
 - (c) **Williams – Thomas Funeral Home Inc. (Newberry)**
- **Application(s) for Training Agency**
 - (a) **Williams – Thomas Funeral Home Inc. (Gainesville)**
- **Application(s) for Transfer of Preneed Main License**
 - (a) **Williams – Thomas Funeral Home Inc. (Gainesville)**

Mr. Shropshire – Williams-Thomas Funeral Home, Inc. (Williams-Thomas), a corporation, seeks approval for an application for a change of ownership of 3 funeral establishments (F040235, F041797, and F040234), a training agency, a direct disposal establishment (F062574), a cinerator facility (F041001), a preneed licensee and an application for transfer of a preneed main license (F038702) at the below listed locations. The change of ownership is due to a change of control wherein the former owner, Richard E. Williams, Sr. passed away, and all ownership (100%) is transferring to his son, Richard E. Williams, Jr. The fingerprints for the principal were returned without criminal history.

More specifically, the entities that are being acquired is as follows:

- 1) Williams-Thomas Funeral Home, Inc. d/b/a Williams-Thomas Hawthorne Funeral Home, a licensed funeral establishment, license # F040235, physical address: 22205 SE 69th Ave, Hawthorne
- 2) Williams-Thomas Funeral Home, Inc., a licensed funeral establishment, license # F041797, physical address: 823 NW 143rd St, Newberry
- 3) Williams-Thomas Funeral Home, Inc., a licensed funeral establishment, and training agency, license # F040234, physical address: 404 N Main St, Gainesville
- 4) A Cremation-Affordable Alternative, LLC Inc. a licensed direct disposal establishment, license # F062574, physical address: 1115 NW 13th St, Gainesville
- 5) Williams-Thomas Funeral Home, Inc. d/b/a Williams Colonial Crematory, a licensed cinerator facility, license # F041001, physical address: 404 N Main St, Gainesville
- 6) Williams-Thomas Funeral Home, Inc., a licensed preneed main, license # F038702, physical address: 404 N Main St, Gainesville

Enclosed herein, are the separate applications regarding the above listed properties. If approved, Applicant is assuming responsibility for all outstanding preneed contracts that have previously been issued by or for fulfillment at the above referenced preneed establishment. The Division has no record of disciplinary action in regard to Williams-Thomas. Applicant will continue to sell trust and insurance-funded preneed contracts First Florida Trust (Sabal Trust Company), administered by Funeral Services, Inc. (FSI) and Homesteaders Life Company, and to utilize their approved prearranged funeral contract forms. The Applicant's financial statement as of December 31, 2015 reflects the following:

| | |
|--|----------------|
| Outstanding Preneed Contracts to be acquired | = \$ 7,113,805 |
| Required Net Worth | = \$ 100,000 |
| Reported Net Worth | = \$ 1,703,402 |

The Division recommends approval of these applications referenced above, subject to the following conditions:

- 1) That the closing on the transaction to acquire ownership shall occur within 60 days of the date of this Board meeting.
- 2) That the closing on the transaction shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- 3) That Applicant shall assure receipt by the Division within 75 days of the Board meeting, of a letter signed by applicant or applicant's attorney, addressed to the Division, certifying that closing has occurred and stating the date of closing, and stating that closing occurred on terms and conditions not inconsistent with those as represented to the Board at this Board meeting, and providing a copy of the fully executed Bill of Sale, Asset Purchase Agreement, or other document by which the acquisition transaction is consummated, executed by all parties, and any and all amendments, schedules, and other attachments thereto, also fully executed.
- 4) That the Director of the Division of Funeral, Cemetery, and Consumer Services may extend any deadline set out in these conditions, by up to 90 days, for good cause shown. The Director shall report any such extensions to the Board as an informational item.
- 5) That all representations by the applicant in the application and related materials provided to the Board or FCCS Division by the applicant, in support of the application(s), are deemed material to the Board's action herein.
- 6) That the establishment(s) under the application(s) herein pass an onsite inspection by a member of Division Staff.
- 7) That the Applicant (new owner or controlling party) shall assume all existing preneed liabilities of the location(s) being acquired.

MOTION: Ms. Oliver moved to approve the applications subject to the conditions recommended by the Division. Mr. Hall seconded the motion.

17. Application(s) for Centralized Embalming Facility

A. Recommended for Approval with Conditions

(1) Florida Cremation Services LLC d/b/a Valle's Funeral Homes & Crematory (Opa-Locka)

Mr. Shropshire – An application for a Centralized Embalming Facility was received on March 30, 2016. The application was incomplete when submitted. All deficient information was received on June 2, 2016. The Funeral Director in Charge will be Luis Casado (F069996). The Division recommends approval subject to the condition that the facility pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Jones moved to approve the application subject to the condition that the facility pass an onsite inspection by a member of Division Staff. Mr. Hall seconded the motion.

18. Application(s) for Cinerator Facility

A. Recommended for Approval with Conditions

(1) Don's Funeral Home Inc. d/b/a Blue Lake Crematory LLC (Chipley)

Mr. Shropshire – An application for a Cinerator Facility was received on March 28, 2016. The application was incomplete when submitted. All deficient information was received on May 26, 2016. The Funeral Director in Charge will be Ryan Brown (F058280). The Division recommends approval subject to the condition that the facility pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Helm moved to approve the application subject to the condition that the facility pass an onsite inspection by a member of Division Staff. Ms. Oliver seconded the motion.

(2) Whidden-McLean Funeral Home Inc. (Bartow)

Mr. Shropshire – An application for a Cinerator Facility was received on June 1, 2016. The application was complete when submitted. The Funeral Director in Charge will be Donald McLean (F044058). The Division recommends approval subject to the condition that the facility pass an onsite inspection by a member of Division Staff.

Mr. Hall – It is my understanding, to the Division, that the inspection has already been completed.

Mr. Shropshire – Ms. Richardson, do you note that?

Ms. Richardson – It is possible.

Mr. Shropshire – So we don't know for sure.

MOTION: Mr. Hall moved to approve the application subject to the condition that the facility pass an onsite inspection by a member of Division Staff. Mr. Jones seconded the motion.

19. Application(s) for Direct Disposal Establishment

A. Recommended for Approval with Conditions

(1) Gulf Coast Cremations Holdings LLC (Venice)

Mr. Shropshire – An application for a Direct Disposal Establishment was received on April 28, 2016. The application was incomplete when submitted. All deficient items were returned on May 23, 2016. The Funeral Director in Charge will be Darwin Lowe (F043842). One of the principals does have a reportable criminal history. In 2013, Debra Jennings pled no contest to DUI. She was fined \$500 and sentenced to fifty (50) hours community service, one (1) year probation, DUI school and her license was suspended for six (6) months. The Division recommends approval subject to the condition that the establishment pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Helm moved to approve the application subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Mr. Jones seconded the motion, which passed unanimously.

20. Application(s) for Funeral Establishment

A. Recommended for Approval with Conditions

(1) Barrett-McKenzie Funeral Home Inc. (Fort Myers)

Mr. Shropshire – An application for a Change of Ownership for the funeral establishment was received on April 11, 2016. The application was incomplete when received. The Funeral Director in Charge will be Horace Barrett (F046284). This funeral establishment is not the qualifying entity for a preneed license. The Division is recommending approval subject to the condition(s) as follows:

- 1) That the closing on the transaction to acquire ownership shall occur within 60 days of the date of this Board meeting.
- 2) That the closing on the transaction shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- 3) That Applicant shall assure receipt by the Division within 75 days of the Board meeting, of a letter signed by applicant or applicant's attorney, addressed to the Division, certifying that closing has occurred and stating the date of closing, and stating that closing occurred on terms and conditions not inconsistent with those as represented to the Board at this Board meeting, and providing a copy of the fully Bill of Sale, Asset Purchase Agreement, or other document by which the acquisition transaction is consummated, executed by all parties, and any and all amendments, schedules, and other attachments thereto, also fully executed.
- 4) That the Director of the Division of Funeral, Cemetery, and Consumer Services may extend any deadline set out in these conditions, by up to 90 days, for good cause shown. The Director shall report any such extensions to the Board as an informational item.
- 5) That all representations by the applicant in the application and related materials provided to the Board or FCCS Division by the applicant, in support of the application(s), are deemed material to the Board's action herein.
- 6) That the establishment(s) under the application(s) herein pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Knopke moved to approve the application subject to the conditions recommended by the Division. Ms. Oliver seconded the motion, which passed unanimously.

(2) Horizon Funeral & Cremation Services of Florida LLC (Lighthouse Point)

Mr. Shropshire – An application for a Funeral Establishment was received on May 23, 2016. The application was complete when submitted. The Funeral Director in Charge will be Zacary Brookin (F068231). The Division recommends approval subject to the condition that the establishment pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Knopke moved to approve the application subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Mr. Hall seconded the motion, which passed unanimously.

(3) The Mortuary Group LLC (Oakland Park)

Mr. Shropshire – An application for a Funeral Establishment was received on April 20, 2016. The application was incomplete when submitted. All deficient items were returned on June 1, 2016. The Funeral Director in Charge will be Tarynne Arcelay (F045527). One of the principals, Dwayne Sheppard has a criminal history:

- In December 2012, pled no contest to Driving with a suspended license. He was fined \$687.50.

The Division recommends approval subject to the condition that the establishment pass an onsite inspection by a member of Division Staff.

MOTION: Mr. Jones moved to approve the application subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Mr. Knopke seconded the motion.

Chair – Before we move forward with that motion, there was a notation on here that they had also applied for a visitation chapel, which is unusual and is there an explanation on that?

Ms. Simon – Yes sir. We determined that that was not accurate. That space was not going to be used as a visitation chapel. Ms. Richardson did speak with Derrick Richards about that.

Chair – Thank you. I appreciate that clarification. All those in favor, aye? And any opposed? The motion carries.

21. Application(s) for Monument Establishment Sales Agent
A. Informational Item (Licenses Issued without Conditions) – Addendum I

Mr. Shropshire – The applications presented are clean with no indication of a criminal or disciplinary history and have been approved by the Division pursuant to delegation by the Board. This item is informational only and does not require Board action.

22. Application(s) for Preneed License Renewals
A. Recommended for Approval without Conditions – Addendum J

Mr. Shropshire – The Division recommends approval as the application(s) meet the minimum net worth requirement and there is no material adverse information.

MOTION: Mr. Hall moved to approve the application(s). Mr. Helm seconded the motion, which passed unanimously.

Mr. Knopke – Mr. Chairman?

Chair – Yes?

Mr. Knopke – Before we start the next one, would it be appropriate to take a five (5) minute break, or ten (10), maybe?

Chair – The Vice Chairman has requested a break. I have approximately 12 o’clock. Why don’t we reconvene at 12:20?

*****BREAK*****

Chair – Let’s call the meeting back to order and we’re on Item 22. The last item that we voted on was preneed licenses recommended for renewal without conditions. I want to disclose my affiliation with SCI Funeral Services of Florida, Inc., and in no way does that affiliation affect my ability to remain fair and impartial on that vote that was just before us.

Mr. Knopke – I want to disclose my affiliation with Curlew Hills Memory Gardens, Inc., and in no way does that affiliation affect my ability to remain fair and impartial on that vote that was just before us.

Mr. Hall – I want to disclose my affiliation with Lew Hall and Associates., and in no way does that affiliation affect my ability to remain fair and impartial on that vote that was just before us.

Mr. Frank Bango – I want to disclose my affiliation with Miami Memorial, LLC, and in no way does that affiliation affect my ability to remain fair and impartial on that vote that was just before us.

B. Recommended for Approval with Conditions
(1) Boynton Memorial Chapel Ltd (F019300) (Boynton Beach)

Mr. Shropshire – The applicant requires a minimum net worth of \$100,000 but does not meet that requirement. The applicant reports a current ratio of .49 to 1. The Division recommends that the Board approve subject to conditions as set forth herein. The Division recommends that the Board accept alternatives to the net worth requirement, as allowed by the statute, specifically:

- 1) That the Board extends the stated conditions of the existing personal guarantee of the licensee’s preneed obligations executed and dated July 18, 2012; and
- 2) That the Board accepts the attached current Statement of Personal Assets and Liabilities by the Licensee’s principal, Stormet Norem, and agreement to voluntarily trust 100% of all the proceeds of the preneed sales.

Mr. Rudolph – I’m John Rudolph and I represent Boynton Memorial.

Chair – Thank you, Mr. Rudolph.

MOTION: Mr. Hall moved to approve the application subject to the conditions recommended by the Division. Mr. Jones seconded the motion, which passed unanimously.

(2) *Brandon Cremation and Funeral Services, Inc. (F061189) (Brandon)*

Mr. Shropshire – The licensee does not meet the net worth requirement. The licensee reports a net worth of \$19,071 and the required net worth is \$20,000, so they are just slightly short there. They report a current ratio of 7.4 to 1. The Division recommends approval of their renewal application subject to the stated conditions:

- 1) That the Board extends the stated conditions of the existing personal guarantee of the licensee’s preneed obligations executed by the licensee’s principal, Michael L. Patrias dated February 9, 2016; and
- 2) That the Board accepts the attached current Statement of Personal Assets and Liabilities by the Licensee’s principal, Michael L. Patrias, and agreement to voluntarily trust 100% of all the proceeds of the preneed sales.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Knopke seconded the motion, which passed unanimously.

(3) *CEP Investment Inc. (F019381) (Hudson)*

Mr. Shropshire – The licensee does not meet the net worth requirements. The licensee has a current ratio of 0.1 to 1. The Division recommends that the Board accepts the alternatives to net worth authorized by the statute specifically the stated conditions:

- 1) That the Board extends the stated conditions of the existing personal guarantee of the licensee’s preneed obligations executed by the licensee’s principal, Clarence E. Prevatt, Jr. dated July 26, 2012; and
- 2) That the Board accepts the attached current Statement of Personal Assets and Liabilities by the Licensee’s principal, Clarence E. Prevatt, Jr., and agreement to voluntarily trust 100% of all the proceeds of the preneed sales.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Hall seconded the motion, which passed unanimously.

(4) *Corey-Kerlin Funeral Home PA (F038706) (Jacksonville)*

Mr. Shropshire – The applicant does not meet the net worth requirement. The licensee reports a current ratio of 3.7 to 1. The Division recommends approval subject to the following conditions:

- 1) That the Board extends the stated conditions of the existing personal guarantees of the licensee's preneed obligations executed by Licensee’s principals, Jerry Nackashi, Mark Pittman, and Robert Wood, dated August 7, 2015; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee’s principals, Jerry Nackashi, and Mark Pittman, and agreement to continue to voluntarily trust 100% or utilize insurance-funding by the entity, and
- 3) That Licensee’s principal, Robert Wood, submit a current Statement of Assets and Liabilities to the Division within 30 days of this Board meeting.

Mr. Knopke – Is there anyone here from that firm?

Chair – Yes.

Mr. Knopke – I’ve just got a question about the last two (2) years if I can, Mr. Chairman.

Chair – Come forward and please be sworn in.

Mr. Shropshire – Sir, would you raise your right hand? Do you swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Mr. Jerry Nackashi – I do.

Mr. Shropshire – Please state your full name.

Mr. Nackashi – Jerry Nackashi.

Mr. Knopke – Thank you, sir. Just a question. In the package that we have, in 2014, the stated net worth was \$283k, in 2015 it declined to \$147k in the negative and this year it's \$224k in the negative, going the wrong direction. That is worrisome to me.

Mr. Nackashi – It's a treasury stock. When we bought the company, the company owes the owners. That's what it is.

Mr. Knopke – Okay. That's what I thought, was hoping it would be. Thank you.

MOTION: Mr. Knopke moved to approve the application subject to the conditions recommended by the Division. Mr. Jones seconded the motion, which passed unanimously.

(5) Family Funeral Home and Cremation Services LLC (F083557) (Crawfordville)

Mr. Shropshire – The applicant does not meet the net worth requirement but offers alternatives to the net worth. The applicant has a current ratio of 0.5 to 1. The Division recommends approval subject to the following conditions:

- 1) That the Board approve the stated conditions of the personal guarantee of the licensee's preneed obligations executed by Licensee's principal, Leharve F. Young, Jr. dated June 15, 2016; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principal, Leharve F. Young, Jr. dated June 14, 2016.

MOTION: Mr. Knopke moved to approve the application subject to the conditions recommended by the Division. Mr. Hall seconded the motion, which passed unanimously.

(6) Florida Family Cremations Inc. (F085031) (Clearwater)

Mr. Shropshire – The applicant does not meet the net worth requirement but offers alternatives to the net worth. The licensee has a current ratio of 0.2 to 1. There is an attached explanation by Trey Heyward, principal of Licensee. The Division recommends approval subject to the following conditions:

- 1) That the Board approve the stated conditions of the personal guarantees of the licensee's preneed obligations executed by Licensee's principals, Thomas S. Heyward III, and David T. Menneke, dated May 23, 2016; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principals, Thomas S. Heyward III and David T. Menneke, dated May 25, 2016, and agreement to voluntarily trust 100% by the entity.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Knopke seconded the motion, which passed unanimously.

(7) International Cremation Society Inc. (F019474) (Punta Gorda) Integrity Funeral Home and Cremations Inc. (F086272) (Jacksonville)

Mr. Shropshire – The licensee does not meet the net worth requirement but offers alternatives to the net worth. The Division recommends approval subject to the following conditions:

- 1) That the Board approve the stated conditions of the personal guarantees of the licensee's preneed obligations executed by Licensee's principals, Gregory J. and Jill Williams, dated June 14, 2016; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principals, Gregory J. and Jill Williams, dated June 14, 2016, and agreement to continue selling insurance-funded only contracts or voluntarily trust 100% by the entity.

MOTION: Mr. Hall moved to approve the application subject to the conditions recommended by the Division. Mr. Knopke seconded the motion, which passed unanimously.

(8) International Cremation Society Inc. (F019474) (Punta Gorda)

Mr. Shropshire – The applicant appears to meet all substantive requirements for renewal of licensure. At its April 7, 2016 Board meeting, the Board approved a settlement of a disciplinary action against the licensee, in Case #184962-16-FC, Case #184698-16-FC, and Case #184699-16-FC. A Consent Order was filed on April 25, 2016 in the matter. The licensee is currently in compliance with the terms of the Consent Order. Among the stipulations made by the licensee in the Consent Order, was payment of a \$1500 fine and 1-year probation. The fine has been paid. The Division recommends that the Board approve renewal subject to the condition that Licensee shall complete the terms of the 1-year probation throughout the period of renewal, and adopt the findings of fact and conclusions of law set forth herein.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Bango seconded the motion, which passed unanimously.

(9) Phoenix Cremation Society Inc. (F040718) (Longwood)

Mr. Shropshire – The applicant reports a net worth of \$32,141, against the required net worth of \$40,000 and a current ratio of 1.9 to 1. The licensee offers alternatives to the net worth requirement. The Division recommends approval subject to the following conditions:

- 1) That the Board accept the stated conditions of the existing personal guarantee of the licensee's preneed obligations executed by Michael R. Blickenstaff, principal of Licensee, dated June 1, 2016, and;
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principal, Michael R. Blickenstaff, dated June 1, 2016.

MOTION: Mr. Hall moved to approve the application subject to the conditions recommended by the Division. Mr. Bango seconded the motion, which passed with one (1) dissenting vote.

(10) Rubin Memorial Chapel Ltd (F038687) (Boynton Beach)

Mr. Shropshire – The applicant does not meet the minimum net worth requirement. The licensee reports a current ratio of 5.7 to 1. The licensee offers alternatives to the net worth as authorized by the statute. The Division recommends approval subject to the following conditions:

- 1) That the Board approves the stated conditions of the personal guarantee of the licensee's preneed obligations executed by Joseph Rubin, principal of Licensee, dated May 25, 2016; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principal, Joseph Rubin, dated May 25, 2016.

Mr. Knopke – Mr. Shropshire or Mr. Chairman?

Chair – Yes.

Mr. Knopke – I'm concerned about the large amount of preneed outstanding that's trusted obviously or hopefully. I'm not sure what the idea of them including the \$35k tax collector check was for. Is there significance to that that I'm missing in this?

Mr. Shropshire – What page are you on?

Mr. Knopke – I'm looking on Page 6.

Chair – Page 5 and 6.

Mr. Knopke – 5 and 6. It looks like an email from Mr. Rubin to LaShonda where it says property tax payment for Rubin Memorial. That's on Page 5 and on Page 6 there's the check. What does that do for us? Other than he had a cashier's check to pay his taxes.

Chair – I think that was directed at....

Mr. Knopke – Either to Doug or if Michele would like to address it.

Chair – Doug I’m giving you the opportunity.

Mr. Shropshire – Well, if I may initially at least and then perhaps Ms. Hood will follow up. The email that Mr. Rubin submitted says that the reason I am providing you with a copy of this property tax check we paid to the Tax Collector of Palm Beach County is to show you that my wife and I are willing to pay a \$35K funeral home expense personally, which hopefully substantiates my personal guarantee. They feel it is evidence of their good faith. They’re actually paying out of their personal funds, the debts of the operating expenses of the funeral home.

Chair – Ms. Hood do you want to address the Board?

Ms. Michele Hood – I concur with what Mr. Shropshire stated.

Chair – Thank you.

Mr. Knopke – Okay. Were the taxes delinquent?

Ms. Hood – No they were not.

Mr. Knopke – Okay.

Chair – No more questions?

Mr. Knopke – None for me.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Ms. Oliver seconded the motion, which passed unanimously.

Chair – Thank you, Ms. Hood.

(11) Strong and Jones Funeral Home Inc. (F019310) (Tallahassee)

Mr. Shropshire – The licensee does not meet the net worth requirement. The licensee has a current ratio of 2.8 to 1. The licensee offers alternatives to net worth as authorized by the statutes. The Division recommends approval subject to the following conditions:

- 1) That the Board approves the stated conditions of the personal guarantees of the licensee's preneed obligations executed by Licensee's principals, Linn A. Griffin and Darrell L. Lawrence, dated June 17, 2016; and
- 2) Accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principals, Linn A. Griffin and Darrell L. Lawrence, and agreement to voluntarily trust 100% by the entity.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Knopke seconded the motion, which passed unanimously.

(12) Troxelcorp Enterprises Inc. (F038732) (Cocoa)

Mr. Shropshire – The applicant does not meet the net worth requirement. The Division reserves recommendation subject to Cary K. Troxel, principal of Licensee, appearing in person before the Board today to express concerns regarding the following conditions of approval pursuant to ss. 497.453(2) (g), F.S.: That the Licensee provide a PERSONAL GUARANTEE of the licensee's preneed obligations along with a current personal Financial Statement of Assets and Liabilities, to be executed by the Licensee's principal, Mr. Troxel. Mr. Troxel has some rejection to that requirement and wishes to address the Board and the Division reserves its recommendation until we hear from Mr. Troxel at this meeting.

Chair – Mr. Troxel, would you like to address the Board?

Mr. Cary Troxel – Yes sir, I'd like to. Thank you.

Chair – Please be sworn in.

Mr. Shropshire – Sir, would you raise your right hand? Do you swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Mr. Troxel – I do.

Mr. Shropshire – Please state your full name.

Mr. Troxel – Cary Kelly Troxel.

Mr. Shropshire – Thank you, sir.

Mr. Troxel – In the past few years, my personal and my business life have been severely affected by a perfect storm of negative events. In 2010, I had a severe hemorrhagic stroke. Ended up in the hospital for intensive care for four (4) days, rehab for four (4) weeks and being uninsurable and uninsured, decimated my personal finances. My company has suffered a considerable loss of revenue during this time. When I was incapacitated, my family came to my aid and we did suffer considerable decline in market share as well as my personal finances. My rent doubled. My Obama Care costs were over the top and I've done everything I can to recover but I'm reluctant to disclose personal finances to anybody but as a last result I will guarantee in any way I can to the Board that I intend to continue to march and bring my company back to a profitable scenario. I have, my business call volume and revenue is up this year 21% so far as of today. I agree with 100% trusting. I've done that the seventeen (17) years that my firms been active. I don't have any negative points against me as far as the Board or any kind of administrative actions against my license, since I've been licensed over forty (40) years. Every time I'm inspected I have an impeccable record with the Board for my facility, my license holders. As a last resort I would do the personal guarantee for the Board to maintain my certificate of authority.

Chair – How many preneed contracts were executed, were written last year by your firm?

Mr. Troxel – Last year? Michele might be able to answer that for me. It was under a hundred. We're not real proactive with the preneed. More or less reactive with it. We have five hundred (500) contracts total in excess of \$800k. 100% of it is trusted. Everybody's money is secure and under their own control.

Chair – Does twenty-nine (29) sound correct?

Mr. Troxel – Twenty-nine (29) last year?

Chair – Ms. Hood?

Ms. Hood – I'm unprepared to answer that question as far as how many he wrote last year.

Chair – I understand. Thank you. I appreciate it. He had referred to you, therefore I referred to you.

Mr. Troxel – I thought you might know that.

Ms. Hood – No, I don't know off the top of my head, but I can tell you that Mr. Troxel has been an excellent client for the last seventeen (17) years and he's never had a problem with any of his audits, trusts 100%. I think it's just a blip in the radar.

Chair – And let the record reflect that that was Michele Hood.

Ms. Hood – I'm sorry. Michele Hood, Independent Funeral Directors of Florida.

Chair – Thank you. And how are you funding your preneed contracts now?

Mr. Troxel – They’re 100% in trust or insurance.

Chair – All of them or just the one...

Mr. Troxel – No, every one (1) since day one (1).

Chair – From day one (1)?

Mr. Troxel – For seventeen (17) years since I got my COA in 2000.

Mr. Knopke – Mr. Chairman?

Chair – Yes sir?

Mr. Knopke – I’d make a motion to we accept his offer of the personal guarantee. I mean he’s offered it up. Understanding that there are issues, but still again I think we need to have it only from the standpoint that we’ve got other people with much less exposure that we’ve required that as well. So the personal guarantee along with the statement of assets.

Chair – Thank you. Mr. Hall?

Mr. Hall – I agree with the personal guarantee but I also think that it needs to be followed with the statements, financial statements too. The personal guarantee won’t be any good if the financial statements is not good. I’m sorry for the issues you went through and it sounds like you’re coming back, but we’ve asked everyone in the industry to do the same thing. We’re not singling you out. I want to make sure you understand that. We’ve said to everyone if you don’t meet the criteria that’s been laid out to protect the consumer then here’s an option for you, but your response was a little bit abrasive if I want to be honest about it, when I see the email to you, you know, that it wasn’t any of our business. That was the response in the email. Well, it is because we are here to protect the consumer. So...

Mr. Troxel – Every dime that the consumer’s ever put out there is protected. I haven’t touched a dime of it.

Mr. Hall – Okay. Do you feel it’s fair then to the rest of these people, the thirteen (13) we just asked to do this and not ask you to do it?

Mr. Troxel – No. I’m willing to do it as a last resort. I have the papers right here. I have twelve (12) copies of it.

Mr. Hall – So are you willing to sign a personal guarantee and give the financials to make sure they satisfy Mr. Shropshire?

Mr. Troxel – Yes.

MOTION: Mr. Knopke moved to approve the application subject to receipt of an executed personal guarantee by Mr. Troxel and an executed Statement of Personal Assets and Liabilities. Ms. Oliver seconded the motion, which passed unanimously.

Chair – We wish you the best, sir.

Mr. Troxel – Thank you, sir.

Mr. Knopke – You’re doing a good job if you’ve grown your business 21% so far this year. Doing a good job.

(13) Williams Funeral Home of Graceville LLC (F019446) (Graceville)

Mr. Shropshire – The applicant does not meet the net worth requirements. The licensee offers alternatives to net worth as authorized by the statutes. The Division recommends approval subject to the following conditions:

- 1) That the Board accepts the stated conditions of the personal guarantees of the licensee's preneed obligations executed by Licensee’s principals, Joan and Thomas W. Williams, dated June 16, 2016 and June 3, 2016, respectively; and also

- 2) Accepts the attached current Statement of Personal Assets and Liabilities by the Licensee's principals, Joan and Thomas W. Williams, and agreement to voluntarily trust 100% by the entity.

Mr. Knopke – An expression of concern that the net worth declined fairly significant between last year, just a comment.

MOTION: Mr. Knopke moved to approve the application subject to the conditions recommended by the Division. Mr. Bango seconded the motion.

Chair – Mr. Helm?

Mr. Helm – I was just wondering if the Division, speaking on what Mr. Knopke just said, does the Division understand? I mean they were doing so good then all of a sudden they went backwards real fast. Is there a reason for that? Does anybody know?

Mr. Shropshire – LaShonda, do you have any information on that?

Ms. Morris – No I don't.

Chair – Is there anyone here from Williams Funeral Home of Graceville? Williams Funeral Home? No response.

Chair – So we have a motion before us and a second. Mr. Williams, will you please be sworn in?

Mr. Williams – Yes sir.

Mr. Shropshire – Sir, would you raise your right hand? Do you swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Mr. Williams – I do. Yes.

Mr. Shropshire – State your name.

Mr. Williams – Bill Williams, FSI. These are clients of ours. I'm not exactly sure what the situation is in this but if you allow us to table it until the next meeting, we'll waive the deemer rights for it and I'll find out what it is and get back with you guys as soon as possible, if that would be appropriate.

Ms. Knopke – My motion was to approve it. I just offered a comment. Do we have any idea what happened?

Mr. Williams – Sorry, I misunderstood.

Ms. Knopke – It wasn't a denial. I made the motion to approve with the conditions. I just expressed my concern about the significant drop in net worth.

Chair – Thank you for your offer, Mr. Williams.

Mr. Williams – Thanks.

Chair – There's a motion to approve with conditions and it's seconded. And all those in favor, aye? And any opposed? The motion carries.

(14) Zion Hill Mortuary Inc. (F019404) (St Petersburg)

Mr. Shropshire – The applicant does not meet the net worth requirement but offers alternatives to net worth as authorized by the statutes. The Division recommends approval subject to the following conditions:

- 1) That the Board extends the stated conditions of the existing personal guarantee of the licensee's preneed obligations

executed by Licensee's principal, Dwayne E. Matt, dated May 26, 2015; and

- 2) That the Board accepts the attached current Statement of Personal Assets and Liabilities executed by the Licensee's principal, Dwayne E. Matt, and agreement to voluntarily trust 100% by the entity.

MOTION: Mr. Jones moved to approve the application subject to the conditions recommended by the Division. Mr. Knopke seconded the motion, which passed unanimously.

C. Non-Renewing Preneed Licensees (Not Renewing as of June 30, 2015) – Addendum K

Mr. Shropshire – This is a list of Licensees who are not renewing their license, so this is an informational item.

Unidentified person – We got comments. May I?

Chair – Please be sworn in.

Mr. Shropshire – If both of you are going to speak...

Unidentified person – I won't be speaking.

Mr. Shropshire – Please raise your right hand, ma'am. Do you swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Unidentified person – Yes sir.

Mr. Shropshire – Please state your full name.

Ms. Virmia Abreu-Sims - Virmia Abreu-Sims.

Mr. Shropshire – Thank you, ma'am.

Ms. Abreu-Sims – I just want to say in reference to the Beaches Memorial Park, which I've had to deal with not only with one (1) death, but two (2) deaths. Both were relatively close, within a ninety (90) day period. First my sister and then my mother. I know that I was advised not to speak about this at this time. I've chosen to have my voice heard.

Mr. Barnhart – Okay, can I say something before you continue? If you go into details about any specifics of your complaints, I'm going to caution the Board members that this could impair your ability to vote on the matter later if it comes before the Board. As I understand, there's a few administrative complaints already out there in the field and there could be a few more that are now confidential. So before you proceed I would just caution you...

Ms. Abreu-Sims – So before I proceed, with all due respect, I'm going to ask you are you telling me that you're going to hear my complaint specifically or are you just telling me this so that my voice is not heard?

Mr. Barnhart – Have you filed a complaint with the Division?

Ms. Abreu-Sims – I filed several ones, several of them and this is an ongoing situation since last June.

Mr. Barnhart – Okay, well that means this is a confidential case if it has not come to an Administrative Complaint...

Ms. Abreu-Sims – Well it's not confidential if I'm speaking about it. It's my complaint.

Mr. Barnhart – Correct. That's why I want to caution the Board members that this could be a confidential case that should not be disclosed to anyone at this point. These cases typically come, if they're legally sufficient, come before the Board members or some Board members for Probable Cause Panels, and if they believe there is sufficient cause to file a complaint they will vote on that and then ten (10) days after that it'll become a public. But still, I don't want the Board members' minds to be

prejudiced before they have a chance to review the facts of these cases. Keep in mind that the licensees or former licensees do have due process rights, which could be trampled upon if they are not given a chance to respond to your allegations.

Ms. Abreu-Sims – And that's fine. I'll take my chances.

Mr. Barnhart – Well, it's not your chances that we're concerned with. We're concerned with due process and we're concerned with poisoning the minds of the Board members before they've had a chance to act.

Ms. Abreu-Sims – So what are you telling me? I can't speak and say what I need to say?

Mr. Barnhart – I'm not saying you can't speak but just in generic terms. I don't want to get into specific facts of your case because that could disqualify every Board member here from voting on it later. So you may be not able to accomplish what you're out to accomplish here today. I don't know what that is but your comments could prejudice their minds later and disqualify every member that's here today.

Ms. Abreu-Sims – Okay, so I tell you what. I won't discuss the specifics but I'll tell you what my goal is. My goal is to hold everybody accountable for the actions that have happened. Everyone that knew about what was going on over there. Everyone, because there were plenty of complaints. It was just not mine. There was over fifty (50) complaints filed with the State. All handled by the same particular investigator and all of them were closed. Case closed, have a nice day. Someone should be held accountable because if their actions were wrong, the investigator's was even worse because she knew she had the power to stop it and she didn't.

Mr. Barnhart – Okay. Some may have been closed, but it is my understanding that some are going forward.

Ms. Abreu-Sims – Um, only after all this came to light because I want someone to tell me why mines weren't investigated and I had legitimate complaints.

Mr. Barnhart – Was yours closed?

Ms. Abreu-Sims – Yes sir. I was told to have a nice day, on two (2) occasions.

Mr. Barnhart – If your case was closed that means that case is still confidential.

Ms. Abreu-Sims – Um, I don't understand. Some of them are being investigated but if it was closed it's confidential? So it's not being investigated, it's just closed and sealed? Is that it?

Mr. Barnhart – Others have been investigated, I presume. I didn't know yours was closed. Some apparently have been closed like you said and some are going forward.

Ms. Abreu-Sims – I mean we're not talking about ten (10) cases here. There's over fifty (50), sixty (60) cases. Where there's smoke, there's fire. These are the same complaints over and over and over again. While families are being hurt and manipulated and taken for their money and no one seems to care. No one wants to hear anything that anyone has to say.

Mr. Barnhart – Well I can assure you the Board members do care but if you discuss details then you could disqualify everybody here.

Ms. Abreu-Sims – Well I'm not discussing details.

Mr. Barnhart – Okay.

Ms. Abreu-Sims – You can stick to that and that's fine. I'm just telling you that someone and everyone should be held accountable. Whether it's the Board, the State, investigators, whoever, someone should be held accountable aside from them. They only did what they were permitted to do because this is not just a one-year thing. This goes on for years and years and years. So if not for Jennifer Waugh none of this would have come to light because everybody's complaints were tossed aside.

You know I hear you bring up these other people that had one (1) complaint, two (2) complaints against them and yet they're standing here. Why aren't these people with fifty (50), sixty (60) complaints against them standing here? Why is it just now being investigated?

Mr. Barnhart – I can assure you that if they contest the charges they will be either standing here or going for a formal hearing...

Ms. Abreu-Sims – But why? I had to go through it twice. I filed a complaint once and I was told that it was petty and then I had to file a second complaint. Why? Why did it take fifty (50) complaints? You're supposed to be the Board. You're supposed to protect the consumer. What have you done for the consumers on that side of town?

Mr. Barnhart – Ma'am, the Board only can deal with what's been brought before the Board. At this point, I believe there might be three (3) Administrative Complaints that have been issued and at some point in the future those cases will come before the Board.

Ms. Abreu-Sims – Well, I have copies of them. Would you like to see them? No, I have copies of them, would you like to see them? There's a folder this thick. Would you like to see the complaints? There's families out there that cry every night. I cry every night. I don't know if my sister's buried or not. How would you like to go to bed and know that one (1) of your loved ones might not be entombed? That they've been removed and they've been cremated and tossed aside.

Mr. Barnhart – I think you're starting to get close to the details of cases now.

Chair – Thank you.

Mr. Shropshire – Mr. Chairman, I really sympathize with these consumers and their extreme frustration. The Division has numerous complaints open. We're very grateful for Ms. Waugh's work and her expose'. It's flushed out a lot of complaints and it's helping us tremendously. All I can say is that we are working on this. It's our highest priority at this point, myself and the Assistant Director and our Legal staff. We have assembled a special team and we're looking at this. We have very specific statutes and legal criteria that we have to meet. We have to do a full and fair investigation and not put our legal actions in a position where they could be challenged that we made up our minds before all the facts were in and so forth. There's a lot of legal constraints but I really empathize with these consumers and all I can say is this is our top priority at this point to address these issues.

Unidentified person – Hi.

Mr. Shropshire – Yes?

Unidentified person – Can I have permission to talk?

Mr. Shropshire – Yes and I think I have to swear you in. Do you solemnly swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Unidentified person – Yes sir.

Mr. Shropshire – Please state your full name.

Mr. Alfred L. Bourgeois - Alfred L. Bourgeois.

Mr. Shropshire – Yes sir?

Mr. Bourgeois – I'm really here for some knowledge. I filed a complaint on May 25th and my understanding is thirty (30) days I'll get a reply or something like that. It's been thirty-two (32) days and I hadn't gotten a reply back. I'm just trying to get knowledge of the protocol. What do you all have to do to imply what's a follow up? What do you do on the next issue when you don't get a response back when you were told you would get something in thirty (30) days?

Mr. Shropshire – You should have gotten a response. If you, after this meeting, see me or Ms. Simon and we'll look into it and find out why you didn't get a response.

Mr. Bourgeois – It's kind of bad the situation where we got to keep our mouths shut but there's a lot of people out there.

Chair – Thank you, sir.

Unidentified person – I'd like to be sworn in as a speaker.

Mr. Shropshire – Yes ma'am. Please raise your right hand. Do you solemnly swear that the testimony you are about to give in this matter will be the truth, the whole truth and nothing but the truth, so help you God?

Unidentified person – I do.

Mr. Shropshire – Please state your full name.

Unidentified person – Sarah Carter.

Mr. Shropshire – Thank you, ma'am.

Ms. Sarah Carter – Again my name is Sarah Carter. I am a licensed funeral director, owner of Sarah Carter's Funeral Home located in Jacksonville FL. Not as a consumer, but a provider of services involving Beaches Memorial Cemetery and having serviced many of the families which have forwarded complaints to the Board, I just wanted to support what Ms. Wise has stated and the concern and what we are experiencing as providers with that cemetery. My complaint has not been filed but I do want it to be made known and record that the numerous families that I've served and the undignified, ungraceful service that have been rendered by that cemetery. I'm here now to see what can be done about it because it not only affects the consumer it affects me and my staff and what we are encountering.

Mr. Shropshire – Yes ma'am and as you well know our investigators recently within the last ten (10) days have been out and spent considerable time discussing with you your concerns and we're moving forward on them on a priority basis.

Ms. Carter – Thank you.

Chair – Thank you, Ms. Carter.

Unidentified person – Hi.

Chair – Please be sworn in.

Ms. Jennifer Waugh – Jennifer Waugh from Channel 4 News in Jacksonville FL.

Mr. Shropshire – I don't think...is she going to give factual testimony?

Mr. Barnhart – She doesn't have to be sworn in.

Ms. Waugh – I am an investigative reporter for Channel 4. I grew up in Jacksonville. I live in Atlantic Beach where the cemetery is located, but I've never had any experiences with this cemetery until I received a tip in April. Since then and since my first story aired eight (8) weeks ago, I've received sixty-two (62) complaints. Sixty-two (62). Complaints that involve people who have waited weeks, if not months to receive the ashes of their loved ones. Two (2) months.

Mr. Helm – Mr. Chairman? I'm sorry. If she continues with calling out things, it's going to, I don't think it's the proper thing to do.

Ms. Waugh – I can speak in generalities. I don't mind at all. To be quite honest, sir, and with all due...

Mr. Helm – You're being specific with a name and you're being specific with numbers.

Ms. Waugh – I'm not. I didn't mention the name of the complainant whom I was referring to.

Mr. Helm – You did not but you mentioned others, another name.

Ms. Waugh – Beaches Memorial Park?

Mr. Knopke – You mentioned the cemetery name.

Ms. Waugh – I can't mention the name of the cemetery? Are you kidding me? I'm just asking. I'm not being disrespectful.

Mr. Hall – The attorneys or whoever, you have to defer to counsel.

Mr. Barnhart – I think the name is already on the record. If you can, just try to confine your remarks to generalities.

Ms. Waugh – Yes sir, and with all due respect, of course I will. The complaints that I have received include not only issues related to loved ones' ashes, because truthfully I just have to stand outside the cemetery and the stories come to me. People who have called and called. Their calls are not answered. The voicemail is full. They can find no one. They sit, they wait. When they set up appointments people are two (2) and three (3) hours late, the owners of this cemetery. I am not here as an advocate for anyone, but as a voice and the reason that I feel that this Board needs to be made aware of the stories that I have put together and the stories that I have told is because this Board is not being told about what's going on. These are the complaints, dating back six (6) years. You haven't heard any of them. You haven't. I know the three (3) complaints, sir, that you're going to see and hear, hopefully soon. They don't involve anything in here and they don't involve, other than one (1), the sixty (60) that I have received. Why? Please ask why. Why don't you know? Why does it take an investigator two (2) months to call and contact someone who has filed a complaint? Why? You're here to protect the consumer. This cemetery has not been held responsible. 2011, you suspended their license. 2012, they messed up again, so you revoked the owner's preneed license. So she just had her husband get a preneed, an ability to write and presale and preneed licenses and contracts, which has continued. In 2013, you received a complaint, 2013, from a funeral director in charge who only spent two (2) months there complaining about the fact that none of the customers are receiving any prices. None of them are being posted. They're walking in in the worst times in their lives and they're being taken advantage of. What is this Board going to do to help these families find peace because I'm out of answers? I just interviewed, with all due respect, and I appreciate that my stories have brought this to life, I do, but I don't understand what the State investigator is doing. I listen to all of the complaints that have been brought before you and you've acted on them admirably, but why is the State investigator not bringing the complaints to you? Why are they not elevated to your level? You're telling me the sixty (60) I've received, in all of these, not one (1), not one (1) should come to your attention? There's a problem and if it's the process then who do I need to talk to in the State Legislature to change the process because I'll do it? I have called, I have emailed, I have set up interviews with the owners of this cemetery and they don't show up. I fact checked them. Okay, why was the vault damaged? Well because the company that dropped off the vault damaged it. Really? Well I called the vault company. They never made a deliver that day or all week. An explanation given to me for the reason that there are ten (10) people who are still waiting for their loved ones' markers and crypt plates, after months and months and month. The explanation given is well, I have to have a certain amount of weight on the truck before they can deliver it and my mother and my sister just recently died and I've been going through a terrible grieving process and I just have fallen behind on the orders. Empathy for anyone who experiences death in their family. This was told to me three (3) weeks ago. The owner's mother died two (2) years ago. Her sister is alive. I spoke to her on the phone in North Carolina. I'm raising, I'm not expecting any of you to respond to anything I have said. I'm raising questions because you're all in the same room and I appreciate the Sunshine Law tremendously as a member of the public, but now that I have all of you here, please ask these questions. Please help these families find peace because the complaints that you're getting ready to hear, pay attention to the dates on those. Please pay attention to the dates because I have a file full of people who've had problems since the first complaint was entered. It keeps happening and if it's going to take you eight (8) months to a year for this to elevate or even two (2) years of an investigation to elevate to your level, ask yourself how many more people are going to be exposed to this kind of disgraceful treatment of their loved ones. Preneed contracts paid for years ago, yet the family members show up and they're forced to pay \$1000 for a vault they already bought. Well sorry. I know that your mother was married fifty-eight (58) years to your father and that he's buried here but if you don't pay me a thousand bucks I'm sorry, you're going to have to go someplace else. What option do they have? I have never

lost anyone close to me and God forbid I hope it doesn't happen anytime soon, but quoting a police officer who works in the area where this funeral home is located, he said, "I wouldn't bury a dog or a cat at that cemetery." Please ask yourself these questions. Please do something to help stop this from happening anymore. Thank you.

23. Application(s) for Preneed Main License and Preneed Sales Agreement

A. Recommended for Approval with Conditions

(1) Heartwood Preserve Conservation Cemetery LLC (New Port Richey)

Mr. Shropshire – The application has no disciplinary history and no reportable criminal history. The applicant appears to meet the net worth requirements. The Division is recommending approval subject to the conditions.

- 1) That the Application for Preneed License and Cemetery Interment Rights and Merchandise Agreement be approved subject to Board approval of Phase 2 of the Application to Organize a New Cemetery Company.
- 2) That two full sized print-ready copies of each preneed contract are received by the Department within 60 days of this Board meeting.

Mr. Shropshire – If I may elaborate, this cemetery, if you will recall, is currently in its organizational phase still and has not yet completed Phase 2 of the organization activity, but subject to those conditions, we recommend approval.

Ms. Wiener – Just for the information of the Board, we expect to submit our Phase 2 final piece of our application tomorrow.

Mr. Knopke – Question?

Chair – Yes.

Mr. Knopke – Does the Phase 2 come before the Board for approval?

Ms. Wiener. Yes. I would expect, we're hoping that it comes before the Board in August.

Mr. Knopke – Okay. That was going to be my next question.

Mr. Helm – Was that always the name, Heartwood?

Ms. Wiener – Yes.

Mr. Helm – I remember everybody but that name just won't come back to me.

Chair – Is this highly unusual to approve a preneed main and there's no entity that's a licensed cemetery or funeral home or direct disposer?

Ms. Wiener – Well there is an entity. We had hoped actually to file our Phase 2 approval request at the same time that we filed our application for preneed main license and for the preneed contract form, but, as Mr. Shropshire will recall, a piece of the cemetery was encumbered by a lis pendens. There's going to be a pond and there was a dispute over who gets the fill dirt out of the pond and so there had been a lis pendens filed, which is an encumbrance and so we were not able to obtain a clear title letter, which is the piece of Phase 2 that we need. The matter has been settled but it's just taking a little while to get through the system and now it is complete.

Chair – I suppose my question is, why not wait until the license for the cemetery is issued to apply for and be granted a preneed license?

Ms. Wiener – As I said, we were hoping to put everything together at once. It so happened that these two (2) pieces were ready to go and the other one (1) wasn't but we expected fully that the Board's approval would be contingent upon the Phase 2 approval. So to me it's very much like when you are acquiring a location. You submit all of your applications but your licenses don't become effective until you submit your proof of closing and the Division issues the licenses. So, this to me was a very similar situation. We have all of our pieces lined up and when our Phase 2 approval is completed and we send the full

boundary survey over to the Division, which is typically done after Phase 2, then the license will be issued and they'll all go active at the same time.

Chair – Any other questions?

Mr. Knopke – Mr. Shropshire, are you comfortable with this process?

Mr. Shropshire – It is an unusual posture, but there will be no actual preneed license issued until and unless Phase 2 is approved, so that if you see problems in Phase 2 in the materials provided and you don't approve that you haven't set somebody lose with a preneed license that they can be selling under.

Mr. Knopke – I guess my concern is in Ms. Wiener's description, there's a licensee to fall back on, a transaction where you submit all of these applications, it doesn't work until this process closed and then it's actually submitted. There's still a licensee out there already....

Ms. Wiener – You're correct in that scenario, but if you're forming a new funeral establishment, you get all of your licenses, you get approved for all of your licenses before you open your doors. It's not an unusual situation. You get approved for all of your licenses and then you say okay Division we're opening our doors and your licenses go active and this will be exactly the same scenario.

Mr. Knopke – So you all won't be doing any preneed sales or nothing like that going on?

Ms. Wiener – Absolutely not. No. No. Absolutely not.

Mr. Knopke – There's nothing in the statute that says no.

Mr. Shropshire – There's nothing in the statute that says no and the way it's postured, it won't become effective unless and until they get their cemetery license approved.

Ms. Wiener – Absolutely.

Mr. Shropshire – It's unusual posture, but I just had supposed that they, that this was a step that would allow them to begin pursuing and putting into place other pieces of their business preparation so that they could hit the ground running more, when their cemetery license is finally issued.

Ms. Wiener – That is correct.

MOTION: Mr. Knopke moved to approve the application and the agreement subject to the conditions recommended by the Division. Mr. Hall seconded the motion, which passed unanimously.

Ms. Wiener – Thank you.

24. Application(s) for Preneed Branch License
A. Recommended for Approval with Conditions – Addendum L

Mr. Shropshire – These are applications for Preneed Branch licensure and the Division recommends approval.

MOTION: Mr. Knopke moved to approve the application(s). Ms. Oliver seconded the motion, which passed unanimously.

25. Application(s) for Removal Facility
A. Recommended for Approval without Conditions
(1) Comfort Touch Transport Service LLC (Macclenny)

Mr. Shropshire – An application for a Removal Service was received on April 25, 2016. The application was incomplete when submitted. All deficient items were returned on May 31, 2016. Fingerprints for all principals have been returned with no criminal history. The removal service passed its inspection on June 10, 2016. The Division is recommending approval without conditions.

MOTION: Mr. Hall moved to approve the application. Mr. Jones seconded the motion, which passed unanimously.

26. Contract(s) or Other Related Form(s)

A. Recommended for Approval with Conditions

(1) Preneed Sales Agreement(s)

(a) Ponte Vedra Valley Inc. (Ponte Vedra Beach)

Mr. Shropshire – Ponte Vedra Valley Inc. submits the attached preneed sales agreement form for approval: Burial Rights and Related Merchandise and Services Purchase Agreement. If this preneed sales agreement form is approved, it is to be used for the sale of preneed by the above licensed preneed establishment and its related preneed branches. The Division is recommending approval subject to receiving two full sized print-ready copies of each contract are received by the Department within 60 days of this Board meeting.

MOTION: Mr. Helm moved to approve the agreement(s) subject to the Division receiving two full sized print-ready copies of each contract are received by the Department within 60 days of this Board meeting. Ms. Oliver seconded the motion, which passed unanimously.

(2) Preneed Trust Agreement(s)

(a) ClearPoint Federal Bank & Trust (Batesville, IN)

Mr. Shropshire – In accordance with ss. 497.266, ss. 497.458, and ss. 497.464, Florida Statutes, ClearPoint Federal Bank & Trust hereby submits the above named trust agreements for approval of the trusting of preneed and cemetery funds to be utilized by various licensed cemetery and preneed establishments. The Division is recommending approval subject to the condition that ClearPoint provides to the Division the above listed trust agreements, fully executed by all parties, within 60 days of this Board meeting.

MOTION: Mr. Knopke moved to approve the agreements subject to the condition that ClearPoint provides to the Division the above listed trust agreements, fully executed by all parties, within 60 days of this Board meeting. Mr. Bango seconded the motion, which passed unanimously.

(3) Request(s) for Trust Transfer(s) and Trust Agreement(s)

(a) Boca Memorial Holdings, LLC (Boca Raton)

Mr. Shropshire – Boca Memorial Holdings, LLC d/b/a The Gardens (BMH), through its representative, Matthew H. Maschler, and Kendall Hanno of Regions Bank, seeks approval of a proposed Cemetery Preneed Merchandise and Services Trust Agreement, and a Cemetery Care and Maintenance Trust Agreement, and approval to transfer certain preneed trust assets. The Division is recommending approval subject to the conditions as follows:

- 1) That the representations of BMH, through representative, Mr. Maschler, and Ms. Hanno of Regions Bank, as set forth the attached letters dated May 27, 2016 and June 2, 2016, respectively, be deemed material to the Board's decisions herein.
- 2) That within 90 days of this Board meeting Live Oak Bank provide the FCCS Division (ATTN: LaShonda Morris), the effective date of the transfer and certifications, stated as following:
 - a) That Regions Bank provides a letter signed and dated by one of its officers, certifying that it meets one or more of the applicable criteria in s. 497.266(1), and s. 497.458(1)(b), to act as trustee of the trusts to be transferred to Regions pursuant to Ms. Hanno's letter dated June 2, 2016.
 - b) A letter from Regions Bank, signed and dated by one of its officers, stating:
 - That Regions provides a certificate stating the dollar amount of trust assets being transferred as identified in Exhibit "A", under Attachment 1, as referenced in Ms. Hanno's attached letter dated June 2, 2016.

- That Regions provides acknowledgement of receipt of the amount of trust assets being transferred as specified under the former trust, as identified in Exhibit “A”, under Attachment 1, as referenced in Ms. Hanno’s attached letter dated June 2, 2016.
- 3) Fully executed copies of the trust agreements identified in Item 1 above.
 - 4) That the Board’s executive director, for good cause shown, may extend the compliance time for the above specified conditions, an additional 90 days.

MOTION: Mr. Knopke moved to approve the agreements subject to the conditions recommended by the Division. Mr. Jones seconded the motion, which passed unanimously.

27. Executive Director’s Report

A. *Embalmer Apprentice Rule Revisions (Discussion)*

Mr. Shropshire – The embalmer apprentice statute was changed in the 2016 regular session primarily to add the provision that giving the Board authority to deny an application if the licensee is not of demonstrated good character and trustworthiness. The rulemaking was required to implement that and since the rule was being opened for that there were several requirements or provisions that were not in the rule that we felt should be, so Mr. Barnhart, at our request, has initiated rulemaking. This is the draft of the rule.

Chair – How can we move this rule forward?

Mr. Barnhart – Board members, you see what’s underlined. That is a proposal via substantial rewrite so the proposed rule would be what you see underlined there. Do you have any questions about the language? Do you have any suggestions to add or delete any of the language? If you’re comfortable with the language then we could proceed to, with your approval, publish that language in the Florida Administrative Register and the second part of that would be a motion to go over the Statement of Estimated Regulatory Costs (SERC) Checklist. So, first of all, do we have any discussion about the rulemaking?

Chair – I’d like to see if move forward.

Mr. Barnhart – Any questions about the language?

Chair – It really helps what some would consider a loophole that we had in the embalmer apprentice program.

Mr. Knopke – Mr. Chairman, understanding the need to move it forward, I guess I didn’t understand that we were going to be asked to provide comments and we did this at a meeting several months ago where it wasn’t on the agenda not a similar situation. I’m just wondering if the public has had enough time to comment, offer comments, before we move it forward to be filed, if it wouldn’t be better to put it on the August agenda.

Mr. Barnhart – Well, we could put it on there as a rules workshop if you would like and solicit public comment.

Mr. Knopke – What I don’t want us to do is run into a problem down the way and then back pedal and take up more time.

Chair – I think publishing it does that. Does it not?

Mr. Barnhart – Well, it could lead to more costs because we have to, you will be paying a certain cost to have this published. So if we published it and we want to make some changes down the road then we’ll have to pull that back and resubmit those which in essence would cost you a little bit more money for doing that. If we approve it today that will not give the public a chance to put in some input if they’d like to. Does anybody in the audience today know that they want to make some input into this rule or possibly? There may be others in the industry that may wish to give public comment or some suggestion so we could put this on the agenda for the first week of August unless there’s a more urgent need to get this thing going. I just don’t know. Staff would have to tell me.

Mr. Knopke – And I’m not trying to delay it. I just don’t want us to trip on ourselves down the way.

Mr. Barnhart – Right. Mr. Shropshire, do you know if this needs to be going forward immediately or can it wait until August to seek public input?

Mr. Shropshire – I don't see any great urgency to it. I don't see any reason why it could not be put off until the August meeting.

Mr. Barnhart – Okay. Mr. Rudolph, did you have a comment?

Mr. Rudolph – Yes, is there any place where somebody who doesn't get a Board package could look at the rule, because we have a lot of people here who don't get the Board package? Is it on the Division website anywhere or anything?

Mr. Barnhart – It was my understanding that the entire agenda is on the website. Is that not correct?

Mr. Rudolph – Well, there's the agenda that's on the website, so where can people request copies of it?

Mr. Barnhart – But not these materials?

Mr. Rudolph – Yes.

Mr. Barnhart – Perhaps if you haven't had a chance to look at it maybe we should do that. We should put this on the agenda for August, first week of August. You can certainly get a copy of the language from Board staff.

Mr. Rudolph – Okay. Thank you.

Mr. Barnhart – We can also look at the SERC Checklist at that meeting as well that the Division has prepared for that. Is that what the Board members would prefer? Okay, so let's just take this up at the August meeting in the Orlando area. Is it Altamonte Springs? Anyway, it's in the Orlando area.

Chair – Altamonte, yes.

Mr. Barnhart – It could be scheduled as a rules workshop just so everybody can be advised that they can provide input either in person or by letter or email and we can deal with that then. It will be approximately five (5) weeks, five (5) or six (6) weeks from now.

Chair – Good move. Thank you.

B. Cease and Desist Against Heritage, Legacy, Damiano, et al (Informational)

Mr. Shropshire – This is just an informational item.

Chair – Thank you.

C. Cemetery License Surrender, Wachob-Forest Lawn (Informational)

Mr. Shropshire – Pursuant to the statute, it is the Department, the Division that accepts a surrender, but the Division wanted to put the item on the agenda for any comment that the Board might have before the Division acts.

Chair – I think it's clear and concise. Thank you for the information.

Mr. Knopke – Mr. Chairman, can I ask a question?

Chair – Sure.

Mr. Knopke – I'll direct it to Ms. Wiener since she's representing. If I understand the process, Wendy, they're going to give back the cemetery license, the Department accepts it, the church takes over, the cemetery is then the church's or its been given to the church, the existing owner is going to take over management of the cemetery for the church. My question is the family members that have burials there that bought with the understanding that there was going to be a PC Fund, is the PC Fund staying in place or does it become an asset of the church and they can spend it on the new church facility?

Ms. Wiener – The agreement with the church, and I believe it's somewhere in your Board packet, is that the church has agreed to keep the Care and Maintenance Trust Fund intact and to use it as though it were a licensee, even though it would not otherwise be obligated to do so once the cemetery becomes exempt. In this particular situation, the church is going to Care and Maintenance Trust Fund intact and will take distributions either by way of income or I guess they could do the total return distributions. So they will take distributions in whatever way is lawful as opposed to being free to just raid the trust fund.

Mr. Knopke – So the perpetual care will continue?

Ms. Wiener – Correct.

Mr. Knopke – Even though the funeral home owner moves out of the picture and may even be the manager down the way?

Mr. Wiener – That is correct. They could replace the manager if they were inclined to do so. For a small cemetery like this, and you know how these religious institution cemeteries are, their members may keep it up. Who knows over the course of years, but for the time being it will continue to be maintained as it was in the past.

Mr. Knopke – Thank you.

Mr. Shropshire – So, if without further comment on that issue the Division will proceed forward to accept the surrender.

D. Who Can Apply for a Death Certificate (Informational)

Mr. Shropshire – Mr. Mike Uselton asked that this be put on the agenda and indicated that he wanted to address it. Also, there may be someone here from the particular entity that was involved in his inquiry, Brasota Services. The background, as I understand it, is that Brasota Services is a cinerator facility and they contract with unaffiliated funeral establishments to perform cremation for them and as part of that package of services that Brasota provides they will also, they are passed the vital information that the funeral director at the funeral establishment collected, so it was properly collected by a properly licensed person and then Brasota will actually do the filing of it. Brasota, of course, has a funeral director on their staff. It's the Division's analysis that there's no bar on this type of arrangement. The statute requires that the information be collected by someone properly licensed as a funeral director, the vital information, and that is the case here. The statute is clear that the funeral director doesn't have to be the one that does the clerical work of filing the information and initiating the death certificate process and that could be done by the funeral director's clerical staff, but it isn't limited, as I read it, do the funeral director's clerical staff. The funeral establishment, the funeral director could give that, by contract, that task to someone else to perform as has happened here. That's my analysis. I don't think Mike Uselton is happy with it and wanted to address the Board. He disagrees with the Division, so I wanted to put it on the agenda to give him that opportunity.

Chair – Mr. Uselton?

Mr. Mike Uselton – Thank you. Mike Uselton, manager of Remembrance Services of Florida, LLC. Mr. Chairman, Board, thank you for allowing me the opportunity to speak on this. It wasn't that I wasn't happy. I actually believe your response isn't exactly what I intended as far as for clarification. So, originally what transpired was we get the vital statistics report that's prepared by Mr. Jones' office. We use that for market share and be able to track you know who's doing what business. So I was able to see that Brasota Services, which is a centralized embalming facility and cinerator facility, was filing death certificates. So I posed the question to you, Doug, about is that permitted to do, for clarification, which you preferred me to Mr. Jones and then you came back and said yes a licensed funeral director was signing death certificates and then your response back to me was that the death certificates were being filed by a funeral director that that is all according to the statutes. I have no disagreement at all about that. So I asked for a clarification, which you did. So a funeral director signs the

death certificates and that is what the statute states. I have no complaint against Brasota Services. They run a very quality operation. We use them for over a decade. This is not a competitive issue. It's not a complaint issue about their location. It's, I believe, based on your clarification, I think it brings up some interesting issues that I would ask the Board to look at. I think it creates a loophole or some may see it as a business opportunity where you in essence don't need a funeral home. So, for instance, in 2015, Brasota Services had 470 death certificates filed, according to the Vital Stat report. Queue 1 of this year is 178, so that's on the pace maybe for approaching 800. So from that standpoint it does raise some questions. They're doing everything by the book, they're doing everything legal. There's nothing at all wrong with that. There's 193 central embalming facilities and cinerator facilities in the State, direct disposers, funeral directors. My question would be, if they're doing, reporting close to 800 this year on pace for, who's the funeral homes? Where is the tie to the consumer and the sale and how is the Board monitoring that? How are you able to audit that transaction? If a central embalming facility or cinerator facility is the one that's filing the death certificate, where is the tie to the consumer for the Department? I don't know. Does it create a loophole? Does it create a business opportunity? You know, this Board wouldn't exist if everyone was doing stuff by the book. Direct disposers could easily call cinerator facilities, a direct disposer not an establishment, perhaps have them handle the cremation and file the death certificate, but yet they're meeting the consumer over here and you've got no record to that. So how does that transpire? So that would be a clarification. So my original question to you was are funeral establishments or direct disposal establishments required to file the death certificate and you clarified that and I agree, according to the current statutes. My other question would be, if in the event that central embalming facilities or cinerator facilities are working directly with transport companies, out of state transfers, Inman, National Mortuary Shipping, that type of thing, so if they're doing a direct relationship with those individuals vs. through a funeral home, Chapter 497.385(2)(d)(e), F. S. says "A centralized embalming facility may only provide services to funeral establishments." Under your definitions, s. 497.005(35), F. S., "Funeral establishment" means a facility licensed under this chapter where a funeral director or embalmer practices funeral directing or embalming." So, if an Inman, per say, is in direct working relationship with a centralized embalming facility or a cinerator facility, they're not licensed under that Chapter, therefore, they would not be able to perform those services. That's really where I was coming from is, not a complaint towards any individuals or Brasota. Like I said, they run a great operation. It was just I think there's a loophole here and it's either a business opportunity for me or someone else or you could just stage funeral directors or direct disposers around the State and have them work directly, you know, with a central embalming facility and you wouldn't have any record or we wouldn't have any record of that, that sale. So I just bring it before the Board that I believe there needs to be some tightening up of that. If you look at the definitions currently, if these licensees, these 193 are working directly with out of state companies, that's not permitted under the current definitions of the statutes.

Mr. Knopke – We've got no way of knowing.

Mr. Shropshire – Could you restate the issue as you see it on the out of state companies.

Mr. Usselton – Okay.

Mr. Shropshire – This is a ship in or ship out?

Mr. Usselton – So you have Inman National Mortuary Shippers. They're an international really company that contracts with funeral homes. They broker. So they contract with funeral homes where we would go and pick up, make the transfer of a decease, do the embalming, the preparation, the shipping materials, file the death certificate and ship to Michigan or wherever. So, my clarification on that was centralized embalming facilities within the s. 497.385, F.S., may only provide services to licensed funeral establishments, according to the statute. S. 497.005, F.S. defines funeral establishments as a facility licensed under this chapter. So if the centralized embalming facilities or these cinerator facilities are working directly with Inman that's not licensed under this chapter then it shouldn't transpire.

Mr. Shropshire – But in your scenario though, you refer for instance, to a ship out to Michigan. Now presumably what has happened is the family in Michigan has contacted a Michigan funeral establishment to handle the matter and that funeral establishment has hired Inman. So Inman in then contacts the Florida funeral, finds a Florida funeral establishment. I would be inclined to say Inman is just a middle man and really the Florida establishment is working with the Michigan establishment.

Mr. Usselton – Okay, so you just said the word, establishment. That's the issue that I'm trying to raise. They're calling a funeral establishment, a licensed funeral establishment or a licensed direct disposal here to either perform a ship out or a

cremation. A centralized embalming facility is not an establishment nor is a cinerator facility an establishment licensed under this statute.

Mr. Shropshire – But, the Florida, okay.

Chair – We recently had a case come before us in SE Florida where either a removal service or an embalming service was doing shipping to out of state and we stopped it, took disciplinary and that was probably within the last year and a half.

Mr. Uselton – So the reason why I bring this is two-fold. You clarified what the statutes are I have no disagreement with what the statute says and there's no complaint against what originally caused my concern was seeing 470 and now on pace for 800 because that's just my own little world. That's just my market and I focus on that, but you have this all over the state so I believe that something needs to be clear. You need some clarification as it relates to what are those activities. The statute currently says only a licensed funeral director or a licensed direct disposer can sign, they are the ones to prepare to sign the death certificate. They're doing that. They're all within the law. There's nothing wrong being done there, but I have a concern where well who are those funeral homes? Who are the 800 death certificates being filed for and how do you as a Department know or track that? I mean, the centralized embalming facilities and cinerator facilities have a great, they fill a great void in the State of Florida for a lot of businesses out there, so I have no knack about that. I just think that this needs to be buttoned up a little bit since the statutes and you've clarified it does not take a funeral establishment or a direct disposal to file a death certificate. It's just a funeral director or direct disposer, so I think that could cause some issues. It could be a loophole. It could be a business opportunity. It depends on how you want to play on that. And then the second would be how are these out of state transfers being dealt? Are they doing like the Chairman just pointed out where there was such a case that's not permitted. That's what I bring for clarification. It wasn't that I wasn't happy with your answer, I just felt like it didn't answer what the statutes are stating and I think there needs to be some further clarity on that.

Mr. Shropshire – Do I understand though, what you're suggesting is that Inman gets contacted by the Michigan home. Inman should contact the Florida establishment that then contacts?

Mr. Uselton – According to 497, that is correct.

Mr. Knopke – And instead what you're saying is possibly occurring is that Inman, for the lack of a better company name, is contacting central embalming facilities?

Mr. Uselton – Central embalming facilities or cinerator facilities.

Mr. Knopke – Exactly, who is in turn contracting for the removal of the deceased from place of death to bring in for prep and then turn their shipping into Inman's directions to the Michigan firm or wherever it goes?

Mr. Uselton – Correct and according to definitions, they can only do that for establishments licensed under this chapter, which Inman would not be.

Mr Knopke – Exactly.

Mr. Uselton – However, if they want to come an open a funeral home in Florida, I guess that would resolve that.

Mr. Knopke – And you wouldn't, Doug, what he's stating is you wouldn't know if this was occurring unless you stumbled into it on an investigation or during an inspection of one of these places.

Mr. Rudolph – Can I make a statement, please?

Chair – Just one moment.

Mr. Rudolph – The burial transit....

Chair – Just one moment, John, just one moment.

Mr. Rudolph – Okay.

Chair – I don't think...

Mr. Knopke – I was done. I'm done.

Mr. Rudolph – The burial transit permit has the name of the funeral home on it and that goes to Vital Statistics.

Mr. Jones – Well it stays with the County.

Mr. Rudolph – That's what it states and it identifies who that funeral home is.

Mr. Shropshire – The Florida funeral home or the Michigan funeral home?

Mr. Rudolph – It would be the Michigan funeral home.

Mr. Knopke – But the Michigan funeral home is...

Mr. Rudolph – Well it's, you got Inman which is a funeral home and you know if you're talking about somebody licensed here in Florida, if you're limiting it to somebody licensed here in Florida and that one case was a direct disposal establishment. It was Edgley Cremation that was doing those things and that's where it got, a direct disposer could not do those things.

Mr. Shropshire – Did you just say that Inman is a funeral home?

Mr. Knopke – Not in Florida.

Mr. Rudolph – It's not in Florida, but all it is, is a conduit to find somebody to handle the body and embalm it and then ship it to them.

Mr. Knopke – What Mike's saying is if they contact ABC Centralized Embalming Facility to make that removal, it's not licensed as an establishment but only licensed as a centralized embalming facility, that's where his rub is. That's where the issue comes that there's nobody involved. The Department doesn't know anything about it and the statute says that only licensed funeral homes can do that.

Mr. Rudolph – Licensed funeral homes can only do pick up...

Mr. Knopke – Arrange for that shipment.

Mr. Rudolph – Arrange for that shipment? I don't see that.

Mr. Uselton – Well, can I clarify?

Mr. Rudolph – I think there may be a glitch in the statute. But if you look at...

Mr. Knopke – I think that's what Mike is pointing out.

Mr. Uselton – I agree.

Mr. Rudolph – And so right now, right now you're saying that that can't be done but it's being done and it has been done and been being done illegally. And so....

Mr. Knopke – Not if they contact the centralized embalming facility to do all that arranging for them. Meaning the Inman of the world.

Mr. Rudolph – Well, that's an issue. So you're not going to have any more out of state funeral homes contacting a centralized embalming facility to pick up a body, prepare the body and then it gets shipped to wherever?

Mr. Knopke – Not unless, John, what he's saying is you either change the statute to allow that process to occur, which you just described or enforce the statute that says funeral homes, a licensed facility, and that's defined as a funeral home to do that. Mike just pointed out there appears to be a loophole here and either as he's said several times, it's either a business opportunity for somebody or it needs to be closed. The loophole needs to be closed so it's clear. The loophole closure may include the Department sending an examiner, if they have one available, or a letter to all of these centralized facilities saying, hey you're not licensed to ship if you are, you're not allowed to take calls from facilities outside the state, firms outside of the state for direct shipping. You have to have a Florida funeral home in the middle of that, in so many words. I think that is what he was saying.

Chair – Did you want to address the Board?

Unidentified speaker – Yes sir, if I may.

Chair – Please do.

Mr. Chuck Hague – My name is Chuck Hague. I own and operate Brasota Services. We are in line to do 800 embalmings this year. We also own a removal service. We have a license for that. We do 8000 removals in the State of Florida covering three (3) medical examiners in three (3) counties. We have a cinerator facility. We do 1600 cremations a year. We've been doing this for over twenty (20) years. Mr. Uselton, several years ago, worked for Nims Mortuary Shipping, doing the same exact thing. Inman Nationwide Shipping is a licensed funeral home in the State of Ohio.

Mr. Knopke – But not in Florida.

Mr. Hague – Funeral homes contact Inman Nationwide Shipping. There are funeral directors on the Board who know everything about Inman Nationwide Shipping. They've used them, I'm sure. Some of your companies probably currently use them now or are receiving ship ins from them. And to say that this is an illegal practice, when we went into business in the centralized embalming facility, we checked with the State. \$450 for us to change our license, but we serviced the industry. We do not want to be direct competition with the people we service and owning a funeral director's license isn't going to make us do that. That is not something that we went in business for.

Mr. Rudolph – And they've got three (3) funeral directors on staff.

Unidentified speaker – And we do not see the public.

Mr. Hague – We never meet with the public, although we've received many calls. We do not do that. We service the industry.

Mr. Knopke – And I'm not questioning that in my comment. I'm just kind of clarifying for helping Doug because he seems not fully to understand at the moment. I could be, I'm reading body language, but trying to get it to the point where what is his issue and how do we understand it. We here can't say to the Legislature that requires a change. We can make a recommendation but we can't file a bill or do anything like that. At the same time, if the Department decides that there is an issue with how these are being handled, these remains by an out of state firm that's not licensed here calling a facility similar to yours, licensed centralized embalming facilities and saying hey Chuck, can you go pick up Keenan Knopke, he passed away at Tampa General Hospital yesterday, and have him shipped to Ohio for us and you say sure. And whether you would do that or if there's another one out there who'd do that, what Mike's pointing out is he thinks that's against the law because it involves a funeral home that's not regulated by us, by the State of Florida and the statute is specific. I believe it says you have to be licensed in Florida.

Mr. Rudolph – The only issue we're on here is a death certificate and that's all we've looked at is whether somebody can do a death certificate and he can certainly do a death certificate. The issue you're addressing is another issue that we have to look at.

Mr. Knopke – I agree.

Mr. Rudolph – And I'll be happy to look at that, but at this time that's what the issue is. Can he do a death certificate? The answer is yes.

Mr. Hague – I think from my standpoint the difference between a funeral home and a centralized embalming facility, I don't sell nor do I meet with the public. I provide the services that nobody sees. They see the end result and these services are for people in your positions in funeral homes. A funeral home meets with the public. Still funeral directors, direct disposers, we still possess the licenses required by law. The difference is we don't sell to the public. We don't sell product.

Mr. Shropshire – Do you understand the issue?

Mr. Rudolph – We can look at that issue and respond back.

Mr. Shropshire – So if the issue is that Inman should be dealing with a Florida funeral establishment and you're not currently licensed as a funeral establishment, but if that is the position if the law were to change or be interpreted to be required that Inman would have to deal with a Florida funeral establishment, you're saying I'll just get a funeral establishment license?

Mr. Hague – For sure.

Mr. Rudolph – And then they'll just start competing.

Mr. Hague – But the bottom line with that is there's a lot of people that we do business for that appreciate the fact that we're not their competition and that's going to hurt our business. If we hang a shingle, chances are within a certain period of time it's going to require us to go into business in fact as a funeral home because we will lose business that we service currently as a firm that does not deal with the public. So, what I'm saying is the eventuality of the situation is we will become funeral homes and that's not something that myself nor my son who was recently licensed, in the State of Florida, wanted to do.

Mr. Knopke – Mr. Chair, one more question and then I'll direct this to John. His firm or so his funeral director is signing the death certificate?

Mr. Hague – Right.

Mr. Knopke – On the permit or on the certificate, what firm do they put down?

Mr. Hague – When a death certificate, when the information comes to us, from the funeral home up north, we don't just do Inman or National Mortuary Shipping. We do local area funeral homes, which we don't touch their death certificates. We don't need to. They're in the State of Florida. And we do individual funeral homes from out of state. All they do is they meet with the family they supply the information. Obviously we are the firm that has the addresses on the death certificate.

Mr. Knopke – Okay your firm is listed as the funeral home?

Mr. Hague – It's listed as Brasota Services.

Mr. Knopke – And your director signs the certificate?

Mr. Hague – Yes sir.

Mr. Knopke – Does that meet your requirements, Ken? The statutory requirements? And again, I'm not trying to find...

Mr. Jones – Again in 382, a licensed funeral director is what it requires. I sent it to Doug to look at and Doug had looked at it. It's gone through, but yes it meets the requirement of a licensed funeral director. And then the Division was looking at it and of course the Division, I assume, will take this and look at it further.

Mr. Knopke – And the 382 does not require a funeral home it just requires a funeral director.

Mr. Jones – A licensed funeral director who assumes custody of the body.

Mr. Knopke – Okay.

Mr. Uselton – And when that clarification came back to me I had no argument about it. I would agree that what you said is exactly what's written in the law but it caused me to look a little deeper on that and that's why there is a discrepancy between centralized embalming facility and the definition of the funeral establishment licensed under this chapter. So currently how it's being operated is not legal under this chapter. I don't believe that, as Chuck said, he's never shown anything locally about going direct to the consumer. I believe him when he says that but this is more than Brasota. You got 193 in the State between centralized embalming facilities and cinerator facilities. In addition to that, he says they do get calls. If you look under funeral homes on yp.com, you'll see Brasota Services. They should not be listed as a funeral home.

Mr. Hague – I agree 100%. We have no control over what used to be the Yellow Pages or any of those people put unfortunately in those publications. We get a lot of calls from your area code and we say the same thing. Matter of fact, it wasn't but several weeks ago we recommended Mr. Uselton's firm. So, that being said, we no longer do business with Mr. Uselton but he is a good funeral director. He has reputable firms. We're not trying to be that competition. One of our largest firms is SCI. We've done work with SCI for approximately twenty (20) years doing their removals. We do some embalming for SCI, which we appreciate greatly and we've done several ship outs for SCI. I don't want to become competition, either in their eyes or to anybody. Thank you.

Mr. Helm – I do have a question. I hate to. Don't you all go too far. I'm trying to figure out what, you all got a lot of things tied in. This is dealing with death certificates is what this thing started out with. Now, Mr. Jones, when a death certificate is sent in, is that how you track everything?

Mr. Jones – True.

Mr. Helm – Mr. Uselton, you were worried about things being tracked.

Mr. Uselton – Correct.

Mr. Helm – If there's a death certificate sent in then it's tracked.

Mr. Uselton – Okay, but what I said was where is that tied to the sale and the consumer. So if a death certificate is filed by a central embalming facility or cinerator facility, who is the funeral director making that sale transaction with the consumer? There's nothing on that really.

Mr. Helm – Well you're thinking past the death certificate.

Mr. Uselton – Well no, actually I'm not, because the death certificate is filed by a centralized embalming facility. That was my clarification and it was clarified so I think because of that there are some other things to do and to look at. And this isn't anything to go against Brasota, I mean, they're a quality operation. They do quality work.

Mr. Helm – I don't think I would say that if you don't use them anymore.

Mr. Uselton – Well I am saying that. They are a quality operation and I'm not going to get into the reasons why because I don't think that's here for the Board. There would be those clarifications I believe and that's how I leave it.

Chair – I think that the Division needs to clarify the concerns on that.

Mr. Shropshire – Well, could I ask, Mr. Uselton, could you provide me another written inquiry in which you lay out this further additional issue that you see?

Mr. Uselton – Yes.

Mr. Shropshire – Thank you.

E. Report: Payment of Disciplinary Fines and Costs (Informational)

Monthly Report of Fines and Costs Assessed and Paid
 Division of Funeral, Cemetery and Consumer Services
 June 30, 2016 Board Meeting
 Date of Report: June 21, 2016

| Licensee | Board Meeting | Case No. | Total Fine & Cost Due | Date Due | Paid in Full? | Comments |
|--|---------------|---------------------------------------|-----------------------|-----------|---------------|------------------------------|
| Ronald Noble | Aug-15 | 134801-13-FC | \$2,500 | 8/1/2017 | Note D | |
| Funeraria Latina Emanuel | | 150334-14-FC | \$3,000 | 2/11/2017 | Paid in Full | |
| Fritz Duvigneaud | Dec-15 | 150332-14-FC | \$1,500 | 2/11/2016 | Paid in Full | |
| James S. Moore | Feb-16 | 181961-15-FC | \$3,000 | 3/10/2016 | Note A | Immediate Final Order issued |
| Smooore Enterprises | Feb-16 | 181954-15-FC | \$2,000 | 3/10/2016 | Note A | Immediate Final Order issued |
| James West | Feb-16 | 165110-14-FC & 165112-14-FC | \$2,500 | 3/11/2016 | Note A | |
| Nadine Ingreed Maignan | Mar-16 | 179190-15-FC | \$500 | 4/7/2016 | Paid in Full | |
| Tony Anderson | Apr-16 | 180938-15-FC | \$1,000 | 5/25/2016 | Paid in Full | |
| International Cremation Society (DDE) | Apr-16 | 176044-15-FC, | \$1,750 | 5/25/2016 | Paid in Full | |
| International Cremation Society (Preneed) | Apr-16 | 184692-16-FC, 184698-16, 184699-16-FC | \$1,500 | 5/25/2016 | Paid in Full | |
| Ron Nichols | Apr-16 | 176049-15-FC, | \$1,750 | 5/25/2016 | Paid in Full | |
| Integrity Removal Services, LLC d/b/a Integrity Cremations | Apr-16 | 177712-15-FC | \$1,000 | 5/25/2016 | Paid in Full | |
| Amanda Weeks-Moats | Apr-16 | 177706-15-FC | \$1,000 | 5/25/2016 | Paid in Full | |
| Paul Buxton | Apr-16 | 178802-15-FC | \$1,000 | 5/25/2016 | Paid in Full | |
| Okeechobee Crematory | Apr-16 | 178805-15-FC | \$1,000 | 5/25/2016 | Paid in Full | |
| A. When payment in full becomes past due, the FCCS Division works with the DFS Legal Division to enforce payment B. Once fines and costs are paid in full, licensee kept on this report 3 months, showing Paid in Full, and then dropped off report; also licensee dropped off report after disciplinary action filed due to nonpayment of the fine and costs. C. The Order re this case is still in process, so no Due date is not yet established. D. Due date has not passed, as of the date of this report. E. As of the date of this report, monthly payments were current. | | | | | | |

Mr. Shropshire – Is there a question or comment on this item?

Mr. Helm – One question?

Mr. Shropshire – Yes sir?

Mr. Helm – What exactly does “Immediate Final Order Issued” mean?

Mr. Shropshire – Ellen?

Ms. Simon – Okay.

Mr. Shropshire – I refer this to Ms. Simon because she prepares and handles the interaction with our Legal staff on this issue.

Ms. Simon – When there’s an order that’s placed in the record that somebody owes a specific amount of money, a fine, within thirty (30) days, let’s say, and after the thirty (30) days they haven’t paid, that case is sent over to Legal because there is a provision in the statutes that says that somebody’s license can be immediately suspended if they fail to pay the fines that were

required by the Board. So what happens is Legal would send out a notice. That was discussed earlier in the meeting. A notice that would let the licensee know that they are delinquent and if they pay it within the next seven (7) days their license is not suspended but if they do not, an Immediate Final Order is issued suspending their license.

Mr. Helm – Then what happens?

Ms. Simon – Their license is suspended.

Mr. Helm – Then what happens?

Mr. Shropshire – An Administrative Complaint is also prepared and served on them.

Mr. Helm – You understand why I'm asking this question? I mean if they continue to do business...

Mr. Shropshire – So then the Administrative Complaint is basically alleging you were ordered to pay a fine and you didn't. So if by the time that gets to a formal hearing and then to the Board, if they haven't paid it then the Board would revoke the license. That's the ultimate enforcement.

Ms. Simon – The additional charge is operating without a valid license.

Mr. Knopke – And then going after their personal license if it's a firm license.

Ms. Simon – Thank you.

Mr. Shropshire – Does that answer your question, Mr. Helm?

Mr. Barnhart – Mr. Helm, that Final Order could be enforced by the Division in terms of filing in the Circuit Court to get a final judgement.

Mr. Helm – I guess what I'm trying to say is we got a \$5000 fine on somebody and they don't pay it. They close their business and they move out. Do we try to collect that \$5000 or do we just let them go?

Mr. Shropshire – It gets referred, I believe, to a collection agency the State has engaged, but as a practical matter if they're out of business we probably won't get a penny of it.

Mr. Helm – That's how it goes. We just lost. Thank you.

28. Chairman's Report (Oral)

Chair – The next three (3) meetings?

Ms. LaTonya Bryant – July 7th teleconference, August 4th Altamonte Springs and September 1st teleconference.

Chair – What about October?

Ms. Bryant – Tampa, October 6th.

Chair – Good work, Board members. I always appreciate the time, effort and energy that you put into this. Mr. Bango, welcome to your first meeting. We're proud to have you with us.

Mr. Bango – Thank you.

Mr. Knopke – Special thanks to staff for getting this all done. This was a monumental meeting and they worked real hard to get it all together.

Chair – Absolutely.

Mr. Shropshire – Thank you.

29. Office of Attorney General’s Report (Oral)

None.

30. Administrative Report

The information was provided on the Agenda.

31. Disciplinary Report

The information was provided on the Agenda.

32. Upcoming Meeting(s)

- A. *July 7th (Teleconference)*
- B. *August 4th (Altamonte Springs – Embassy Suites Hotel Orlando-North)*
- C. *September 1st (Teleconference)*
- D. *October 6th (Tampa – DoubleTree by Hilton-Tampa Airport-Westshore)*
- E. *November 3rd (Teleconference)*
- F. *December 1st (Tallahassee)*

33. Adjournment

The meeting was adjourned at 2:15 p. m.