

**MINUTES**  
**BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES**  
**TELECONFERENCE MEETING**  
**May 3, 2012 - 10:00 A.M.**

**1. Call to Order, Preliminary Remarks and Roll Call**

Mr. Jody Brandenburg, Chair, called the meeting to order at 10:00 am.

Mr. Doug Shropshire, Director, requested to make the usual prefatory comments for the record and then take the roll.

As a preliminary matter, let me state for the record that my name is Doug Shropshire. I am Director of the Division of Funeral, Cemetery, and Consumer Services. Today is Thursday, May 3, 2012. The time is approximately 10:06am. 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 Weekly. An agenda for this meeting had been made available to interested persons. The meeting is occurring by Teleconference with some members of the Public here with the Division staff here in the Pepper Building, in Tallahassee, Florida. The call in number has also been made available to the public. Members of the Board are participating by phone. My Assistant, Ms LaTonya Bryant-Parker, will take minutes of the meeting, which is being recorded.

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 should initially ask the Chair for permission. All persons participating by phone, other than the Chair and Board members while speaking, are asked to place their phones on mute at all times while listening. I repeat, please put your phones on mute at all times while listening. We ask this to enhance the audio quality of the Teleconference. If any Member or participant is disconnected they can call back to the same number called initially. Participants are respectfully reminded of the necessary protocol that only one person may speak at the time.

At this time I will take the roll and Board members will please respond clearly with "present" when I call their name:

**PRESENT (via phone):**

Joseph "Jody" Brandenburg, Chairman  
Gail Thomas-DeWitt, Vice-Chairman  
Jean Anderson  
Andrew Clark  
Lewis "Lew" Hall  
Powell Helm  
Nancy Hubbell  
Ken Jones  
Richard "Dick" Mueller  
Col. Don Stiegman

Mr. Chairman we have a quorum and the Board may proceed to address the matters on the agenda.

**Also noted as present:**

Doug Shropshire, Executive Director  
Allison Dudley, Board Legal Advisor (via phone)

Anthony Miller, Assistant Director  
LaTonya Bryant-Parker, Department Staff  
Jasmin Richardson, Department Staff

The Chair questioned whether all Board members received their packets. There were positive responses from all the Board members.

**2. Action on Minutes**  
**A. April 5, 2012**

The Chair confirmed that all Board members had read the draft of the minutes of the previous Board meeting held on April 5, 2012.

**MOTION:** Mr. Dick Mueller moved to adopt the minutes of the meeting. Ms. Jean Anderson seconded the motion, which passed unanimously.

**3. Application(s) for Preneed Sales Agent**  
**A. Informational Item (Licenses Issued without Conditions) – Addendum A**

The application(s) presented are clean and have been approved by the Division. This item is informational only and does not require Board action.

**4. Application(s) for Transfer of a Preneed Main License**  
**A. Recommended for Approval with Conditions**  
**(1) Atlantic Cremation Society of Florida, LLC d/b/a Heritage Cremation and Memorial Chapel (Port Orange)**

S. 497.453(4), Florida Statutes, provides in pertinent part as follows: “(4) CHANGE IN CONTROL SUBSEQUENT TO LICENSURE. -- (a) Each [preneed main] Licensee under this section shall provide notice as required by rule prior to any change in control of the Licensee. Any such change is subject to disapproval or to reasonable conditions imposed by the licensing authority, for the protection of the public to ensure compliance with this chapter, based upon criteria established by rule, which criteria shall promote the purposes of this part in protecting the consumer.”

The application was received on April 16, 2012 no and deficiencies were noted. This is an application for the transfer of a preneed license from Atlantic Cremation Society of Florida, LLC d/b/a Heritage Cremation to Atlantic Cremation Society of Florida, LLC d/b/a Heritage Cremation and Memorial Chapel.

This application is being filed due to a change in ownership and change of the qualifying entity for the preneed license. The former qualifying entity was previously licensed as a direct disposal establishment under license number F066075. The facility is currently undergoing renovation and the Applicant has submitted an application for a funeral establishment license, which is also being presented to the Board for approval at this meeting. The current sole owner of the LLC is Robert W. Bagget, however, if the applications are approved, Darin E. Felton will be acquiring part ownership of the LLC. The Applicant will continue to sell insurance-funded only preneed through Forethought Federal Savings Bank (FFSB) and to utilize its approved preneed funeral agreement. A completed background check of all officers revealed no criminal history.

If this application is approved, all preneed contracts that were previously written under the preneed license, Atlantic Cremation Society of Florida, LLC d/b/a Heritage Cremation (F066075), will then be transferred under the new preneed license operating under the name, Atlantic Cremation Society of Florida, LLC d/b/a Heritage

Cremation and Memorial Chapel. The Applicant's financial statements as of December 31, 2011 reflect the following:

Outstanding Premeed Contracts	=	\$ 14,875
Required Net Worth	=	\$ 10,000
Reported Net Worth	=	\$ 215,744

The Division is recommending approval subject to the condition(s) as follows:

- 1) That the Board also approves the application for the funeral establishment license that will be the qualifying entity for this preneed Licensee.
- 2) That closing occurs within 60 days of the date of this Board meeting, and without material change in the terms and conditions of the transaction as described to the Board in this cover sheet and the materials provided to the Board herewith.
- 3) Receipt by the Division within 75 days of this Board meeting, of a letter signed by Applicant or Applicant's attorney, addressed to the Division, certifying that closing has occurred and without material change in the terms and conditions of the transaction as described to the Board in this cover sheet and the materials provided to the Board herewith.
- 4) Receipt by the Division within 75 days of this Board meeting, of a copy of the Bill of Sale, executed by all parties, and any and all amendments thereto, also fully executed.
- 5) That all preneed obligations of the preneed Licensee under its current controlling party shall continue as its obligations under its new controlling party.

The Chair stated that the Board may need clarification on pages 15 and 21 (Historical Sketches for Felton and Baggett). Mr. Felton discloses that he is Managing Partner (33 1/3%) and the value of his holding is approximately \$70,000. Mr. Baggett discloses that he is 70% owner and the value of his holding is \$1,000. The Chair stated that he does not feel comfortable with that discrepancy.

Ms. Wendy Wiener stated that Mr. Baggett did not update that portion of his historical sketch from when they filed the initial application prior to actually beginning operations of the business. The company's financial statements are attached and more correctly reflect the business net worth. Mr. Felton's, of course is up to date. Both of the applications that are before the Board today result from a licensed direct disposal establishment that is being expanded to become a funeral establishment, so there is actually not, really in reality a change to the preneed Licensee but because the qualifying entity is going from being a DDE to a funeral establishment, all at the same location, they are just enlarging their building and adding on this square footage, then the requirement to transfer the preneed license from one license number from license number to another license number was required.

The Chair questioned whether Ms. Wiener could clarify the percentages of ownership as together it cannot be over 100%.

Ms. Wiener concurred. Ms. Wiener requested that The Chair table the item to allow her time to review a document in her file that reflects the correct percentages of ownership.

The item was held in abeyance to allow Ms. Wiener time provide the correct percentages of ownership.

Ms. Wiener stated that the transfer of membership interest for the LLC is for 33% exactly to Mr. Felton. Ms. Wiener stated that she is authorized to represent to the Board that the correct percentages are 33% to Mr. Felton and 67% to Mr. Baggett. Ms. Wiener added that she could submit a corrected historical sketch to the Division for purposes of its records following the meeting.

The Chair stated that would indicate that there is no other ownership.

Ms. Wiener concurred.

**MOTION:** Mr. Mueller moved to approve the application with the conditions recommended by the Division to include receipt of the updated Historical Sketches. Mr. Hall seconded the motion, which passed unanimously.

5. **Application(s) for Continuing Education Course**
  - A. *Recommended for Approval without Conditions – Addendum B*
    - (1) *All Star Training, Inc. (Provider #15009)*
    - (2) *Florida Morticians Association, Inc. (Provider #133)*
    - (3) *Independent Funeral Directors of Florida Inc (Provider #135)*
    - (4) *National Funeral Directors Association (Provider #136)*

The Continuing Education Committee and the Division recommends approval of the application(s).

**MOTION:** Mr. Ken Jones moved to approve the application(s). Mr. Lew Hall seconded the motion, which passed unanimously.

The Chair disclosed his affiliation with SCI Funeral Services of Florida Inc and stated it would not affect his ability to make a fair and impartial decision.

6. **Application(s) for Florida Law and Rules Examination**
  - A. *Recommended for Approval without Conditions – Addendum C*
    - (1) *Funeral Director and Embalmer – by Endorsement*
      - (a) *Luff Jr, Kenneth*
      - (b) *Miller Jr, Donald K*
      - (c) *Partin, Courtney N*
    - (2) *Funeral Director and Embalmer – by Internship and Exam*
      - (a) *Tillman, Melissa M*

The Division recommends approval of the application(s).

**MOTION:** Ms. Gail Thomas-Dewitt moved to approve the application(s). Mr. Andrew Clark seconded the motion, which passed unanimously.

7. **Application(s) for Internship**
  - A. *Recommended for Approval without Conditions – Addendum D*
    - (1) *Funeral Director*
      - (a) *Royster, Steven A*
    - (2) *Funeral Director and Embalmer*
      - (a) *Cordova, Jose L*

The Division recommends approval of the application(s).

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

8. **Application(s) for Embalmer Apprentice**

- A. *Recommended for Approval without Conditions – Addendum E*
  - (1) *Cruz, Reyes*
  - (2) *Hansen, Ashlie F*

The Division recommends approval of the application(s).

**MOTION:** Ms. Thomas-Dewitt moved to approve the application(s). Ms. Anderson seconded the motion, which passed unanimously.

**9. Registration(s) as a Training Facility**

- A. *Recommended for Approval without Conditions – Addendum F*
  - (1) *Funeral Directing*
    - (a) *SCI Funeral Services of Florida Inc d/b/a Hillsboro Memorial Funeral Home (F041735) (Brandon)*
  - (2) *Funeral Directing and Embalming*
    - (a) *Downing Funeral Home and Cremation Service Inc (F039831) (Spring Hill)*

The Division recommends approval of the application(s).

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

**10. Application(s) for Monument Establishment Sales Agent**

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

The application(s) presented are clean and have been approved by the Division. This item is informational only and does not require Board action.

**11. Consumer Protection Trust Fund Claims**

- A. *Recommended for Approval without Conditions – Addendum H*

The Division recommends approval of the claim(s).

**MOTION:** Mr. Jones moved to approve the claim(s). Mr. Hall seconded the motion, which passed unanimously.

Mr. Mueller requested a status update on American Family Cremation and the other establishments. Mr. Mueller questioned why the Board continuously receives claims on these establishments.

The Chair stated that American Family Cremation has defaulted and in some cases there are funds that are refundable.

Mr. Shropshire stated that ICS Cremation Society entered into an agreement to honor American Family Cremation’s contracts so as people die, the family comes forward with the contract and there is no way to control that.

Mr. Mueller questioned whether American Family Cremation trusted anything or if they absconded with the money.

Mr. Anthony Miller stated that Mr. Shropshire had to step out of the meeting and requested that Mr. Mueller proceed with his questioning.

Ms. Wiener stated that she represents ICS Cremation and is familiar with the agreement and could address Mr. Mueller's issue.

The Char stated that it is not just ICS.

Ms. Wiener stated it would address all of the American Family Cremation claims presented regardless of which entity is making the claim. American Family did have some money in trust. When it became to be known that there was not sufficient money in trust and that American Family was not going to perform these contracts, an agreement was entered into between ICS and the Division many years ago for ICS to fulfill those preneed contracts, collect whatever small amount of money was in trust and then make a Consumer Protection Trust Fund Claim for the remaining monies for cost. There is no big profit or anything built into these. There are occasions where other Licensees fulfill the contracts and similarly make claims with the Consumer Protection Trust Fund after they have gotten whatever small amount of money that was in trust.

**B. Recommended for Denial**

**(1) Carter, Sybil (Defaulting Entity: Brinson Funeral Home of Orlando, Inc)**

On March 26, 2012, the Department received a claim; the claimant did not complete the *Information about the Preneed Contract and Payments (2), (3) & (4)* section, as required.

The Department's Central Florida Regional Office performed an investigation, determined that Brinson's Funeral Home, Inc. closed March 31, 2002 and the entity did not maintain their files as required. Mr. Albert C Brinson III licensed as Brinson Funeral Home, held a Preneed Main license (COA) from September 19, 1995 until March 28, 2002. Brinson Funeral Home did not trust the monies received for their trusted preneed contracts. The decedent Ms. Evelyn Mann did not keep a copy of the preneed contract in her records. Ms. Sybil Carter had knowledge of the preneed contract but was only able to obtain two receipts of the transaction. Based upon the two receipts and knowledge of the preneed contracts, Ms. Sybil Carter is now seeking restitution from the Preneed Funeral Consumer Protection Trust Fund for the amount of the receipts. Ms. Sybil Carter does not have all of the required documents.

Previously, due to the closure of Brinson's Funeral Home of Orlando, Inc., preneed Licensee, the Board has determined to its satisfaction that this entity does not possess the financial means to deliver or provide the prearranged merchandise or services.

However, all requests for restitution from the Preneed Funeral Contract Consumer Protection Trust Fund shall be accompanied by a *copy of the preneed contract* and documentation which verifies the total funds paid on preneed contract, and that the preneed Licensee has defaulted on the terms of the contract.

The Department assessment is that without a copy of the breached preneed contract the validity of the claim can not be determined. (See Rule, 69K-10.002 (2), All requests for restitution from the Preneed Funeral Contract Consumer Protection Trust Fund shall be accompanied by a copy of the preneed contract and documentation which verifies the total funds paid on preneed contract, and that the Applicant has not defaulted in the terms of the contract)

**MOTION:** Mr. Mueller moved to deny the claim based on the Department’s assessment that without a copy of the breached preneed contract the validity of the claim can not be determined. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

**12. Application(s) for Funeral Establishment**

**A. Recommended for Approval with Conditions**

**(1) Anderson-McQueen Company d/b/a ALifeTribute FuneralCare (Tampa)**

An application for a Funeral Establishment was received on April 9, 2012. The application was complete when submitted. The fingerprint cards for all principals were returned with no criminal history. The Funeral Director in Charge will be Bridgette Koechlein (F062573). The Division is recommending approval subject to the condition that the establishment passes an on-site inspection by a member of the Division staff.

**MOTION:** Mr. Hall moved to approve the application subject to the condition that the establishment passes an on-site inspection by a member of the Division staff. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

**(2) Atlantic Cremation Society of Florida LLC d/b/a Heritage Cremation and Memorial Chapel (Port Orange)**

An application for a Funeral Establishment was received on February 27, 2012. The application was incomplete when submitted. All deficient items were returned on March 7, 2012. The fingerprint cards for all principals were returned with no criminal history. The Funeral Director in Charge will be Darin Felton (F044944).

**Related Matters:**

There is a currently licensed Direct Disposal Establishment (DDE) (F066075) at this location and the Applicant wishes convert said DDE into a Funeral Establishment. The LLC is currently owned solely by Mr. Robert Baggett. Upon approval of the Funeral Establishment license and the Cinerator Facility license, Mr. Darin Felton will, unless the Board objects herein, acquire part ownership of said corporation (as indicated in the cover letter provided by Wendy Wiener).

The Direct Disposal Establishment is currently the qualifying entity of a Preneed License (F066075). The Applicant has submitted an Application to Transfer the Preneed License and upon approval from the Board, the Funeral Establishment will become the qualifying entity of the Preneed License.

The Division is recommending approval subject to the condition(s) as follows:

- 1) That the closing occur within 60 days of the date of this Board meeting.
- 2) Receipt by the Division within 75 days of this Board meeting, of a letter signed by Applicant or Applicant’s attorney, addressed to the Division, certifying that closing has occurred.
- 3) Receipt by the Division within 75 days of this Board meeting, of a copy of the Bill of Sale, executed by all parties, and any and all amendments thereto, also fully executed.
- 4) That the establishment passes an on-site inspection by a member of the Division staff.
- 5) That the establishment relinquishes the Direct Disposal Establishment License (F066075).
- 6) Upon issuance of the funeral establishment license applied for herein, the funeral establishment shall be responsible as qualifying entity for the outstanding preneed contracts previously or hereafter entered into by preneed Licensee F066075.

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

**13. Application(s) for Removal Service**

**A. Recommended for Approval with Conditions**

**(1) Tony Jennings & George Austin d/b/a A M Transport (Rockledge)**

An application for a Removal Service was received on January 19, 2012. The application was incomplete when submitted. All deficient items were returned on April 8, 2012. The fingerprint cards for all principals were returned with no criminal history. The Division is recommending approval subject to the condition that the establishment passes an on-site inspection by a member of the Division staff.

**MOTION:** Ms. Thomas-Dewitt moved to approve the application subject to the condition that the establishment passes an on-site inspection by a member of the Division staff. Mr. Clark seconded the motion, which passed unanimously.

**14. Cemetery Bylaws**

**A. Recommended for Approval without Conditions**

**(1) Curlew Hills Memory Gardens, Inc (F039581) (Palm Harbor)**

The attached proposed bylaws amendment for Curlew Hills Memory Gardens has been submitted for approval by the Board.

In accordance with Rule 69K-6.003, notice has been published in *Tampa Bay Times*. Notice was also published in the March 16, 2012 *Florida Administrative Weekly*, with no adverse comments received by the Division within the allotted period of 30 days, as set forth in Rule 69K-6.003(3).

The Division's review finds that the proposed amendment does not unreasonably restrict use of burial rights, increase costs to burial rights owners, nor unreasonably restrict competition.

**MOTION:** Mr. Mueller moved to approve the request. Mr. Powell Helm seconded the motion, which passed unanimously.

**15. Contract(s) or Other Related Form(s)**

**A. Recommended for Approval with Conditions**

**(1) National Guardian Life Insurance Company (Madison WI) Guaranteed Prefunded Funeral Agreement (PN-REI-SGS-FL04/12), Guaranteed Services and Non-Guaranteed Merchandise Funeral Agreement (PN-SGS-SER-FL04/12) and Non-Guaranteed Prefunded Funeral Agreement (PN-REI-NGSGS-FL04/12)**

The Applicant, National Guardian Life Insurance Company (NGLIC), submits an amended guaranteed Prefunded Funeral Agreement (PN-REI-SGS-FL04/12), a guaranteed services and non-guaranteed merchandise Funeral Agreement (PN-SGS-SER-FL04/12), and a non-guaranteed Prefunded Funeral Agreement (PN-REI-NGSGS-FL04/12) to be used for preneed sales exclusively for licensed preneed establishments. NGLIC is filing this as an amendment to its previously approved preneed funeral agreements. NGLIC is an approved life insurance company that holds a current certificate of authority with the Florida Office of Insurance Regulation (OIR). NGLIC received approval by OIR as of October 2, 1967.

The Division is recommending approval subject to the condition that the Department receives within 60 days two full-sized print-ready copies.

Mr. John Rudolph stated in looking at the agreements, on the first agreement, which is a Guaranteed Agreement, it has a Total Guaranteed Funeral Price at the bottom. Looking at the Non-Guaranteed, they guaranteed the Funeral Home Services and the Non-Guaranteed Funeral Merchandise it says "Non-Guaranteed Funeral Merchandise." Mr. Rudolph questioned whether this means they are not guaranteeing the delivery of that merchandise to the person. It appears to need a little more clarification. Again, I am raising my objection to any non-guaranteed preneed contract as I do not think it is appropriate.

The Chair stated that on the agreement it appears to be that it is guaranteed for funeral services and clearly non-guaranteed funeral merchandise.

Ms. Wiener concurred.

The Chair stated that it merely appears to be a subtotal of the total non-guaranteed funeral merchandise. On the left hand side it is clearly designated that the cash advance items are not guaranteed, the services are guaranteed and that the merchandise is not guaranteed.

Mr. Rudolph questioned whether the Chair is stating that the delivery of the merchandise is not guaranteed.

The Chair stated that the price is not guaranteed.

Ms. Wiener concurred.

Mr. Helm questioned which page the Chair is referring to.

The Chair responded that it is page 5 of 8, "Funeral Agreement"; on the left hand side, "Guaranteed Funeral Services" and on the right, "Non-Guaranteed Funeral Merchandise." It is the second of three contracts. The Chair questioned whether Mr. Rudolph had any further comments.

Mr. Rudolph stated that it is the same thing. You have a total non-guaranteed prefunded funeral agreement, but on the second page, the thing that bothers me is the Total Non-Guaranteed Funeral Merchandises. The Total Non-Guaranteed Funeral Merchandise Price, I have no problem, but it could be read that they do not have to provide any of the merchandise selected.

The Chair stated that there is a section "Price Guarantee."

Ms. Wiener stated that it is customary on all preneed contracts that are approved in the State of Florida that there is a heading which says "Non-Guaranteed Cash Advance Items." I believe this is intended in the same way. It has to do with the guarantee of the price not the guarantee to provide particular items whether they are items of service, merchandise or cash advance. The guarantee is specifically related to the price and not to the requirement to provide.

Mr. Rudolph stated that the reason he is saying this is that a consumer could be confused. I do not want consumer confusion in this. I want it to be absolutely clear and I would say that the Total Non-Guaranteed Funeral Merchandise Price should be on there.

Mr. Hall questioned whether Mr. Rudolph's comments are geared towards all Non-Guaranteed Contracts or this one in particular.

Mr. Rudolph responded it is for all non-guaranteed contracts as he has stressed this before. On this particular one, at the end of the merchandise selection it says "Total Non-Guaranteed Funeral Merchandise." I would rather it say Total Non-Guaranteed Funeral Merchandise Price.

Ms. Wiener stated if you go to page 2 under Price Guarantee, the third paragraph says "In all instances prices for Funeral Merchandise and Cash Advance items are incidental and not guaranteed." If a consumer reviews the contract, there should not be any confusion by the consumer as to the fact that it is the price that is not guaranteed.

Ms. Anderson stated that it is clear to her as a consumer.

Ms. Jones questioned when Mr. Rudolph looks at this and you see the Total Non-Guaranteed Funeral Merchandise but you have the \$ there, does that not imply cost.

Mr. Rudolph stated it does imply cost but at the top it says Non-Guaranteed Funeral Merchandise. So you select merchandise that is not guaranteed. If you go above, you got your guaranteed price. It has Total Guaranteed Funeral Price, Total Funeral Home Services and Total Funeral Merchandise. Looking at it, it appears to me that it says Total Non-Guaranteed Funeral Merchandise and that the merchandise is not guaranteed.

Mr. Mueller questioned whether this is a form that has been used in other instances where the Board has approved it.

Ms. Wiener stated that she believes there is language similar to this language if not identical on the forms approved for Forethought and for Homesteaders and for another insurer whose name I cannot recall at this moment. I will tell you with certainty that the heading "Non-Guaranteed Cash Advance Items" is language used on nearly every preneed contract approved by the Board and used in the State of Florida.

Mr. Mueller stated that Mr. Rudolph's question is to the Non-Guaranteed Funeral Merchandise not the Cash Advance Items.

Ms. Wiener agreed. My belief is that by including that language they were simply nearing the language used for cash advance items which are never guaranteed. I cannot say with 100% certainty that it is identical language but I believe that it is similar language to that in approved Forethought and Homesteaders contracts.

Mr. Mueller questioned whether Mr. Rudolph would like to comment on Ms. Wiener's comments.

Mr. Rudolph stated he has not looked at all of those, but on this one it would be better if they added Total Non-Guaranteed Funeral Merchandise Price in that provision so that it is clarified.

Mr. Mueller stated that he had inferred from what Mr. Rudolph stated he had objected to before and questioned Mr. Rudolph received satisfaction or if anything was changed.

Mr. Rudolph stated when he originally objected, it was done on the basis that there was nothing in ch. 497 that says a price has to be guaranteed. I pointed out that in those statutes it provides for the total purchase price must be placed in the preneed contract. The total purchase price by definition is the amount that the consumer will have to pay for the merchandise. Now you have a purchase price put in there that is not guaranteed and I do not believe that is in compliance with the statute but that does not mean I cannot object to one later.

Mr. Hall questioned whether there is a reason Mr. Rudolph has an issue with the consumer being able to select between a guaranteed or non-guaranteed contract.

Mr. Rudolph stated that his main concern is that at the time a person signs this, they think they are getting the services and merchandise. The family, at the time of death, is assuming that everything was paid for. The biggest concern I have is that at the time of death, with the non-guaranteed contract that the family will be charged additional sums to cover burial of their loved one who had the preneed contract. That is a very real possibility with the non-guaranteed funeral merchandise contract and the total non-guaranteed preneed contract. This is something that will come about.

The Chair questioned whether there will likely be confusion with a clearly identified non-guaranteed on the front of the contract and then the Price Guarantee, "In all instances prices for Funeral Merchandise and Cash Advance items are incidental and not guaranteed."

Mr. Helm apologized for having to leave the call as he had an appointment.

Mr. Shropshire stated there would still be a quorum for this item.

Mr. Hall stated that he feels there is full disclosure on these contracts that give consumers the option.

**MOTION:** Mr. Hall moved to approve the contract with the condition that the Department receives within 60 days two full-sized print-ready copies. Ms. Anderson seconded the motion, which passed unanimously.

Mr. Hall questioned whether any of these companies have looked at giving a different pricing to a consumer based on whether they selected a guaranteed pricing or non-guaranteed. I did not know whether there was any discussion on that as it gives the consumer the option of better pricing for selection a non-guaranteed or if I want the guaranteed and I want it locked in, it would cost this price.

Ms. Wiener stated that some Licensees do have a better price if it is non-guaranteed or a different price to lock in but the life insurers whose contracts are submitted to the Board for approval today and in the past do not establish those prices. Those prices are established by the actual preneed Licensee, but Mr. Hall's intuition is correct that there is a market for such and this could be beneficial to consumers in certain circumstances.

## **16. Executive Director's Report**

### ***A. Report: Payment of Disciplinary Fines and Costs – Informational***

Mr. Mueller questioned whether the Board fined a monument dealer at the meeting in Jacksonville in April.

Mr. Miller questioned whether Mr. Mueller was referring to Wilson-Wolfe.

Mr. Mueller concurred.

Mr. Miller stated that the Order has not been issued but there should have been a reference indicating that the Order is in process. There may have been an oversight.

Monthly Report of Fine and Costs Assessed and Paid  
 Division of Funeral, Cemetery and Consumer Services  
 May 3, 2012 Board Meeting  
 Report Updated as of April 24, 2012

Licensee	Board Meeting	Case No.	Total Fine & Cost Due	Date Due	Paid in Full?
			\$2,500	2/2/2012	YES
Deliria Holmes	Dec-11	105280-09-FC	\$2,500	7/3/2012	See Note D*
Boyd Family Funeral Home Chapel	Feb-12	120364-11-FC	\$2,000	3/22/2012	YES
Laurence Boyd	Feb-12	120363-11-FC	\$1,000	4/6/2012	YES
Chapel Hill Cemetery	Feb-12	122372-12-FC	\$1,000	3/24/2012	YES
Daytona Memorial Park, Inc.	Feb-12	111349-10-FC	\$3,500	3/22/2012	YES
Edgewater-New Smyrna Cemetery, Inc.	Feb-12	11347-10-FC	\$2,000	3/22/2012	YES
Clyde Chandler	Apr-12	122375-12-FC	\$2,750	5/23/2012	See Note D
Chandler's Funeral Chapel	Apr-12	122376-12-FC	\$2,750	5/23/2012	See Note D
Alliance Monument & Marble Co.	Apr-12	122927-12-FC	\$2,750	6/22/2012	See Note D
Wright & Young Funeral Home, Inc.	Apr-12	120946-11-FC	\$2,750	5/21/2012	See Note D
Kimberly White	Apr-12	120948-11-FC	\$2,750	5/21/2012	See Note D

NOTES:

A. When payment becomes past due, the FCCS Division works with the DFS Legal Division to enforce payment.  
 B. Once fines and costs are paid in full, the licensee is kept on this report 3 months, showing Paid in Full, and is then dropped of this report.  
 C. The Order re this case is still in process, so no Due date is yet established.  
 D. Due date has not passed.

\*Partial payment of \$500 received.

The Chair questioned when the next meeting will be held.

Ms. LaTonya Bryant-Parker stated that the next meeting will be held on June 7<sup>th</sup> and it will be a teleconference.

**17. Adjournment**

The meeting was adjourned at 10:47 a.m.