

MINUTES
BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES
VIDEOCONFERENCE MEETING
March 4, 2021 - 10:00 A.M.

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

Mr. Jody Brandenburg, Chair – Good morning, everyone. Welcome to the Board of Funeral, Cemetery, and Consumer Services' Videoconference meeting. Today is March 4, 2021. Ms. Simon, would you make your preliminary remarks and do the roll call, please?

Ms. Ellen Simon – Yes, Mr. Chairman. My name is Ellen Simon. I am the Assistant Director of the Division of Funeral, Cemetery, and Consumer Services. Today is Thursday, March 4, 2021, and it is approximately 10:00 AM. This is a public meeting of the Board of Funeral, Cemetery, and Consumer Services. This meeting is being held by videoconference and 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. Both the link and call-in number is on the agenda, which has been made available to the public. The call-in number and other information relating to the Board meeting has also been published on the Division's website. The Division staff present for this meeting are attending from the locations in which they are telecommuting. Ms. LaTonya Bryant is recording the meeting and minutes will be prepared.

As this is a videoconference of the Board, there are some items I need to draw your attention to. For one, as a general rule, please do not utilize your video camera for the meeting unless you are a Board member, Board counsel, or an authorized Division employee. If you have a matter listed on the agenda and intend to appear before the Board to represent yourself, or if you are an attorney that is representing a client, only turn your video feed on when we have reached the agenda item that you want to be heard on or when you hear your name called. Then turn your video feed off again as soon as your matter has been addressed by the Board. If you are planning on participating by video, please ensure that you are properly attired for the meeting. In the past, we have had the experience of people not being properly attired and it is detrimental to the meeting process, as it could be disruptive. If you are not planning to participate by video, please ensure that your camera is off.

Additionally, we need everyone that is on the call to phone or audio feed on mute, if you are not speaking. The ambient noise coming from someone's phone or audio, which is not muted, causes severe disruption to the meeting. If you are not muted, you may be muted by Division staff. As a result, please make sure to unmute your phone or audio feed when you are preparing to speak. Also, if you are using your computer or smartphone for your audio feed, please remember to speak directly into the microphone on your device. To do otherwise negatively impacts the recording of this meeting. Just as in a live meeting, persons speaking are requested to identify themselves for the record each time they speak. Participants are respectfully reminded that the Board's Chair, Mr. Brandenburg, runs the meeting. Persons desiring to speak should initially ask the Chair for permission. As a final reminder, Board meetings are public meetings under Florida Law, and anything said via chat is subject to a public records request. Those using this feature should only use it for technological issues you may be experiencing, directing any inquiries in chat to Mary Schwantes. She is monitoring the chat feature and, as necessary, will forward your inquiry to someone who can assist in resolution of the problem. At this time, Mr. Chairman, I will take the roll:

Joseph "Jody" Brandenburg, Chair
Keenan Knopke, Vice Chair
Andrew Clark
Lewis "Lew" Hall
Powell Helm
Ken Jones
Darrin Williams

Also noted as present:

Mary Schwantes, Executive Director
Rachelle Munson, Board Legal Advisor
LaTonya Bryant, Department Staff

Ms. Simon – Mr. Chairman, there is a quorum for the business of the Board.

Chair – Thank you.

2. **Action on Minutes**
A. *February 4, 2021*

Chair – Board members?

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

3. **Old Business**
A. *Extension of Time to Pay Disciplinary Fine*
(1) *Siders, Anthony; DFS Case Nos. 269133-20-FC & 269187-20-FC; Division Nos. ATN-33051 & ATN-33122 (F046629)*

Ms. Simon – During the January Board meeting, Mr. Siders was assessed at \$2000 fine to be paid within thirty (30) days. On February 12, 2021. Within that timeframe, Mr. Siders requested that he be granted an extension of time to pay the fine. Board members?

Chair – Mr. Siders, are you on the call?

Tony Siders – Yes sir.

Chair – Did you want to address the Board or are you merely here to answer questions that the Board may have?

Mr. Siders – Yes, I am here to answer questions. And good morning to everyone, by the way.

Ms. Simon – Mr. Siders, before you continue, if you could please raise your right hand and be sworn in.

Mr. Siders – Yes.

Ms. Simon – Do you swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

Mr. Siders – Yes.

Ms. Simon – Please state your name and spell your last name for the record.

Mr. Siders – Anthony Q. Siders, S I D E R S.

Ms. Simon – Thank you, sir.

Chair – Thank you, Mr. Siders. Board, any questions of Mr. Siders?

Mr. Keenan Knopke – Mr. Chairman?

Chair – Go right ahead, Mr. Knopke.

Mr. Knopke – Question to Mr. Siders. If I remember correctly, this was an agreed upon thing in advance that you would pay the \$2000 fine. What's changed since the agreement with legal counsel and so forth was presented to the Board at the last meeting?

Mr. Siders – Well, honestly, I live on a very fixed income, and I just need a little bit more time. I need more time to pay this out. I tend to pay it out, of course, but I'm an older guy and I can't hustle money like the young guys do any more, but I just need a little bit more time to pay this.

Mr. Knopke – How much time are you looking for?

Mr. Siders – At least about maybe sixty (60) days, if possible.

Mr. Knopke – I'll make the motion to grant, Mr. Siders, a sixty (60) additional days to pay the \$2000 fine.

Mr. Jones – I'll second.

Chair – Just for clarification on that, Mr. Knopke, it's the thirty (30) days plus sixty (60), or sixty (60) total?

Mr. Knopke – Well, Mr. Chair, in my thinking, he's already had the first thirty (30) days.

Chair – So, this is the additional sixty (60) days, or thirty (30) more days?

Mr. Knopke – No, it's an additional sixty (60).

Chair – Thank you. So, there's a motion.

MOTION: Mr. Knopke moved to grant, Mr. Siders, a sixty (60) additional days to pay the \$2000 fine. Mr. Jones seconded the motion, which passed unanimously.

Chair – Thank you, Mr. Siders.

Ms. Rachelle Munson – This is Ms. Munson, Chair Brandenburg. Just to clarify, what is the effective due date? It was thirty (30) days from the date of the filing of the Order? I don't have a file copy date.

Chair – Mr. Knopke, what was your intention?

Mr. Knopke – My intention was to add sixty (60) days onto its original thirty (30) days.

Ms. Munson – Sixty (60) days from 2/11.

Mr. Knopke – Yes.

Ms. Munson – OK, thank you. Thank you, sir.

Chair – Mr. Siders, do you have any questions?

Mr. Siders – No, sir. That'll be fine, thank you.

Chair – Thank you.

4. Disciplinary Proceeding(s)

A. Settlement Stipulations (Probable Cause Panel A)

(1) Related Cases – ATN-35370

(a) Benboe Funeral Home; DFS Case No. 270820-20-FC; Division No. ATN-35370 (F077236)

Ms. Simon – Presenting for the Department is Mr. Griffin.

Mr. Knopke – Mr. Chair? While Mr. Griffin is getting ready, I need to recuse myself from 4. A. (1) (a) and (b).

Chair – Thank you for that declaration.

Mr. Williams – Mr. Chair?

Chair – Go right ahead, Mr. Williams.

Mr. Williams – I would like to recuse myself also from 4. B. (1), (2) and (3) (a) and (b), as I served on Probable Cause Panel B.

Chair – Thank you, Mr. Williams. I appreciate that declaration. Mr. Griffin?

Marshawn Griffin – Marshawn Griffin for the Department. Benboe Funeral Home (“Respondent”) is a funeral establishment doing business licensed under Chapter 497, Florida Statutes, license number F077236. The Department conducted an investigation of Respondent and determined that Respondent charged fees in excess of its general price list. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent shall pay a \$1,500 fine and its license will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation.

Chair – Board members, what's your pleasure?

MOTION: Mr. Powell Helm moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a \$1,500 fine and its license will be placed on probation for one (1) year. Mr. Lew Hall seconded the motion, which passed unanimously.

(b) Ingram, Jessica: DFS Case No. 270823-20-FC; Division No. ATN-35370 (F080846)

Ms. Simon – Presenting again for the Department is Mr. Griffin.

Mr. Griffin – Marshawn Griffin for the Department. Jessica Ingram (“Respondent”) is a funeral director and embalmer, licensed under Chapter 497, Florida Statutes, license number F080846. Respondent is the FDIC of Benboe Funeral Home (“Benboe”), a funeral establishment doing business licensed under Chapter 497, Florida Statutes, license number F077236. The Department conducted an investigation of Benboe and determined that Benboe charged fees in excess of its general price list. Respondent as FDIC of Benboe is subject to discipline based on Benboe’s violation of Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent shall pay a \$1,500 fine and her license will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation.

MOTION: Mr. Hall moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a \$1,500 fine and her license will be placed on probation for one (1) year. Mr. Jones seconded the motion, which passed unanimously.

B. Settlement Stipulations (Probable Cause Panel B)

(1) Deborah Faniel Jenkins d/b/a Faith Funeral: DFS Case No. 272635-20-FC; Division No. ATN- 35246 (F080821)

Ms. Simon – Presenting again for the Department is Mr. Griffin.

Mr. Griffin – Marshawn Griffin for the Department. Deborah Faniel Jenkins d/b/a Faith Funeral Services (“Respondent”) is a funeral establishment, licensed under Chapter 497, Florida Statutes, license number F080821. The Department conducted an investigation of Respondent and found that Respondent failed to meet a qualification for licensure and failed to have an FDIC from June 2020 through November 2020. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent will pay an administrative fine in the amount of \$2,000 and will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation.

MOTION: Mr. Knopke moved to accept the Settlement Stipulation, which provides that the Respondent will pay an administrative fine in the amount of \$2,000 and will be placed on probation for one (1) year. Mr. Andrew Clark seconded the motion, which passed unanimously.

(2) Leonardo, Alberta L.: DFS Case Nos. 285586-20-FC and 258294-20-FC; Division Nos. ATN-33743 and ATN-33477 (F044032)

Ms. Simon – Presenting for the Department is Mr. Bossart. Mr. Bossart?

James Bossart – Thank you. May I proceed, Mr. Chairman?

Chair – Thank you, Mr. Bossart. Go right ahead, please.

Mr. Bossart – Thank you. Alberta L. Leonardo (Respondent) is a funeral director and embalmer, operating under license number F044032. Respondent is the FDIC of Holmes Funeral Directors, a funeral establishment licensed under Chapter 497, Florida Statutes, license number F041651. On or about December 26, 2019, the Department conducted an inspection of the funeral establishment. The inspection found the funeral establishment failed to provide a written contract prior to the funeral service and interment that listed in detail the items and services purchased together with the prices for the items and services purchased, failed to obtain at any time written authorization to embalm human remains, failed to maintain bodies handled reports, and engaged in incompetency, negligence, or misconduct in activities regulated under Chapter 497, Florida Statutes. As FDIC, Respondent is responsible for these violations.

Respondent has prior discipline by way of a Consent Order issued in case number 218178-17-FC, wherein Respondent was fined \$2,000.00 and had her license placed on probation for one (1) year based on an allegation that the funeral establishment failed to practice minimum standards as it relates to the disposal and handling of biomedical waste. This present case before you is a resubmission. Respondent had previously entered into a proposed Settlement Stipulation. The proposed stipulation was rejected by the Board and a counter proposal was made. The Respondent has accepted the counter proposal. The new proposed stipulation provides as follows: Respondent shall pay an administrative fine of \$3000.00 and undergo a three (3) year period of probation. The Department requests that the Board accept this Settlement Stipulation. Thank you.

Mr. Butler – Thank you. Sir Chairman, this is attorney Christopher Butler. May I speak?

Chair – Mr. Butler, you go right ahead.

Mr. Butler – Thank you very much. Good Morning, ladies and gentlemen of the Board. You may recall that on December 3rd, I believe, at the previous Board meeting, Board counter proposed an additional condition of probation to Ms. Leonardo, which I respectfully could not accept prior to consulting with her. And she was unavailable due to medical reasons After I consulted with her, she has decided to accept and I'm here today on her behalf to accept the Board's counter-offer, including the fine and the probation, and to ask for her excusal from today's meeting as well, as she has a medical reason that she's not here, as she's not available on Thursdays. And, we respectfully request that the Board, accepts her signed stipulation.

Chair – Thank You, Mr. Butler. Board?

MOTION: Mr. Helm moved to accept the Settlement Stipulation, which provides that the Respondent shall pay an administrative fine of \$3000.00 and undergo a three (3) year period of probation. Mr. Knopke seconded the motion, which passed unanimously.

Chair – Thank you, again, Mr. Butler. We appreciate you.

Mr. Butler – If I may have one additional word before I am excused today? I want to go back and place on the record that I am also the counsel of record for Deborah Faniel Jenkins. That's item number 4. B. (1). The Board did accept the Settlement Stipulation, and I do thank you for that. I just wanted to place on the record that I'm the attorney of record for Faith Funeral Services.

Chair – I'm sorry, which case number is?

Mr. Butler – It was the one preceding...

Ms. Simon – It was 4. B. (1).

Mr. Butler – Thank you, Ms. Simon. 4. B. (1), Deborah Faniel Jenkins d/b/a Faith Funeral.

Chair – Very good. Did you want to address the Board on that?

Mr. Butler – No, Sir Chairman. Thank you very much for the opportunity to do so. I am here only to answer questions, if the Board had any.

Chair – Thank you very much. I think we've moved beyond that, and I appreciate your declaration on that.

Mr. Butler – Thank you very much.

Mr. Hall – Mr. Chair, may I make a comment on this case before we leave it? I have a deep concern about this Holmes Funeral Home, the establishment. On our statements later that we'll go over on the fines, it looks like there's still an outstanding balance of \$5000. It shows on record, it's been forwarded I guess to Legal. This is a firm that in past years we've had on the agenda multiple times. We've removed the owner's license permanently. And then we continue to get these things from the FDIC where they don't even make an attempt to play by the rules. So, I just think the Division or the Board needs to take a strong look at this operation and what's going on there. And I don't know where we're at in the process of this fine with the establishment itself, but it just continues. Even after the fines and the probations, nothing seems to improve at that location.

Mr. Butler – Sir Chairman, may I have a follow up to Mr. Hall's comment?

Chair – Is this Mr. Butler?

Mr. Butler – Yes, sir.

Chair – Go right ahead, please.

Mr. Butler – Thank you very much, I believe Mr. Hall voiced these concerns at the December 3rd Board meeting, which prompted the Board to reject Ms. Leonardo's settlement offer, and to add the three-year probation, and she has accepted. With respect to his concerns about the outstanding fine that is unpaid, I would respectfully object to having to address that here today, for lack of notice. However, that fine, I'm sure, will be taken care of in the very near future. With respect to Mr. Hall's comments, I would like to move forward. The funeral establishment is performing well with dignity and respect pursuant to Florida Statute, under Florida law, and we would like to move forward.

Chair – We are moving forward with that Settlement Stipulation. I certainly think Mr. Hall's comments are within reason. So, thank you, Mr. Butler. Thank you, Mr. Hall.

Mr. Butler – Thank you very much, Sir Chairman. May I be excused?

Chair – You're excused, sir.

Mr. Butler – Thank you.

(3) Related Cases – ATN-33616

(a) Dees-Parrish Family Funeral Home, Inc.: DFS Case No. 257474-20-FC; Division No. ATN-33616 (F039886)

Ms. Simon – Again presenting for the Department is Mr. Bossart.

Mr. Bossart – Thank you. This is James Bossart for the Office of the General Counsel. Dees-Parrish Family Funeral Home, Inc. (Respondent) is a funeral establishment licensed under Chapter 497, Florida Statutes, license number F039886. The Department conducted an inspection of Respondent and found that Respondent failed to ensure that human remains were identified by tag or other form of identification, and failed to maintain completed monthly reports of bodies handled. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent shall pay a \$1,000 fine and its license will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation.

Chair – Thank you, Mr. Bossart.

MOTION: Mr. Knopke moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a \$1,000 fine and its license will be placed on probation for one (1) year. Mr. Helm seconded the motion, which passed unanimously.

(b) Parrish, Debra Lynn: DFS Case No. 257475-20-FC; Division No. ATN-33616 (F045381)

Ms. Simon – Presenting again for the Department is Mr. Bossart.

Mr. Bossart – Thank you. This is the companion case to the case just previously heard, Dees-Parrish Family Funeral Home. Debra Lynn Parrish (“Respondent”) is a funeral director and embalmer, licensed under Chapter 497, Florida Statutes, license number F045381. Respondent is the FDIC of Dees-Parrish Family Funeral Home, Inc. (“Dees-Parrish”), a funeral establishment, license number F039886. The Department conducted an inspection of Dees-Parrish and found that Dees-Parrish failed to ensure that human remains were identified by tag or other form of identification, and failed to maintain completed monthly reports of bodies handled. Respondent, as FDIC of Dees-Parrish, is subject to discipline based on Dees-Parrish’s violation of Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent shall pay a \$1,000 fine and her license will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation. Thank you.

Unidentified person – {Background conversation}

Chair – There was someone just speaking. Will you please mute your audio? It’s very distracting, and we would appreciate you either leaving the call or muting yourself. Thank you. So, Board?

MOTION: Mr. Jones moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a \$1,000 fine and her license will be placed on probation for one (1) year. Mr. Hall seconded the motion, which passed unanimously.

C. Settlement Stipulations (Waiver of Probable Cause)

(1) Box, Bryan: DFS Case No. 273795-20-FC; Division No. ATN-35150 (F064325) (No Board Member Recusal Necessary)

Ms. Simon – Presenting for the Department is Mr. Griffin.

Mr. Griffin – Marshawn Griffin for the Department. Bryan Box (“Respondent”) is a funeral director and embalmer licensed under Chapter 497, Florida Statutes, license number F064325. The Department conducted an investigation of Respondent and found that Respondent engaged in misconduct related to the practice of activities regulated under Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides as follows: Respondent shall pay a \$5,000 fine, \$250 cost of prosecution, complete an additional six (6) hours of continuing education during the August 31, 2021 through August 31, 2023 cycle. Respondent’s license will also be placed on probation for five (5) years. During the period of probation, Respondent will not be able to serve as an FDIC or DDIC of any establishment licensed under Chapter 497, Florida Statutes. The Department requests that the Board accept this Settlement Stipulation. And I believe Mr. Box is represented.

Mr. Williams – Mr. Chair?

Chair – Thank you. Who was that speaking, please?

Mr. Williams – Darrin Williams.

Chair – Yes, Mr. Williams?

Mr. Williams – I have a question for Mr. Griffin. Mr. Griffin, is it possible that we could add the dates of the five-year period in the proposed settlement offer, so we can be clear of when the start and end date is?

Mr. Griffin – The issue is, is that the start and end date of any probation is contingent upon the date that the Consent Order is issued.

Chair – Thank you.

Mr. Hall – Mr. Chair?

Chair – Go right ahead.

Mr. Hall – My concern is we have a licensee here who normally we probably wouldn't even renew his license with felony charges. We have over ten (10) different occasions here that we know of that he knowingly and willingly took money. He stole. So, my concern is to just give this person a fine and probation or some type of suspension when he's still a threat to the public. I don't know what tells me that he won't do this again at another location. So, I think he's an open threat to the public. I don't know how the rest of the Board feels, but that's my feeling.

Mr. Griffin – If I may? Mr. Box did not enter or formerly enter a plea. He was placed in the pretrial intervention program. So, effectively on a renewal application, he wouldn't have to answer that. Essentially, the plea gets vacated once you complete the program. So, you really can't...

Ms. Simon – And if I may? Mr. Griffin, did you say that his counsel was on the line?

Mr. Griffin – Let's see.

Chair – Brian Coughlin? Mr. Coughlin?

Brian Coughlin – Mr. Chair, this is Brian Coughlin. I am on the line. Thank you.

Chair – Thank you, Mr. Coughlin.

Mr. Knopke – Mr. Chair?

Chair – Mr. Knopke?

Mr. Knopke – Question for either Mr. Box if he's online or for his counsel. Has the remaining \$6,800 been paid yet?

Mr. Coughlin – Yes, it has. This is Brian Coughlin.

Mr. Knopke – Is Mr. Box working in a funeral home currently?

Mr. Coughlin – He is, in fact. Again, Brian Coughlin, and I'd like to think that one of the things that allowed us to {inaudible} this settlement is that he is very much supported by his employer.

Mr. Knopke – Does his employer know what he did?

Mr. Coughlin – Yes.

Mr. Knopke – Is he working for his former employer?

Mr. Coughlin – He works for George H Hewell and Son Funeral Homes.

Chair – And Mr. Coughlin, was his present employer aware of the Settlement Stipulation that's proposed?

Mr. Coughlin – Your Honor, while, Mr. Chair, forgive me, I'm confident that that is the case. The employer, in fact two (2) of his supervisors submitted letters for Mr. Griffin to review. Both are clear in context that they are aware of what is going on with Mr. Box, and continue to want him as an employee.

Chair – Thank you. Ms. Simon, is that part of our packet?

Ms. Simon – I'm sorry. What precisely are you looking for in the package, Mr. Chairman?

Chair – Two (2) letters of acknowledgement from supervisors at his current location. Mr. Coughlin has indicated that they have put something in writing acknowledging.

Ms. Simon – I do not think that was part of the agenda presented to the Board.

Chair – Thank you.

Ms. Simon – Or in the package presented to the Board. No, sir, Mr. Griffin?

Mr. Griffin – I apologize to the Board. I have received those letters, and I forgot to include them within the Board packets. They were part of settlement discussions between the Department and Mr. Coughlin, before we reached the stipulation. I am in possession of a letter from both Kristopher Diebold, as well as Paul Tesh. Paul Tesh's letter indicates he's a licensed funeral director, but Mr. Coughlin did provide those letters and I apologize to the Board for not including them with the packet.

Chair – Thank you. Again, Mr. Coughlin, thank you for that disclosure.

Ms. Munson – If I may, Chair? Attorney Griffin, do you confirm the content as presented?

Mr. Griffin – Yes, they're both are letters of recommendation/mitigation. So, yes.

Ms. Munson – Thank you. Apologies, Mr. Chair.

Chair – Thank you, Ms. Munson. Board members?

Mr. Knopke – Mr. Chair? A question for the attorney, again, please?

Chair – Mr. Knopke, go right ahead, and that's Brian Coughlin.

Mr. Knopke – Mr. Coughlin, what assurances can you give to me or give to the Board that this situation won't occur again? At some point, he's going to be left alone with cash from a family. What's going to be different this time?

Mr. Coughlin – This is Brian Coughlin, and I appreciate that question, and it's a reasonable one to ask. I can respond by saying that since these events took place, Mr. Box has been arrested. He's been prosecuted. He's entered into and successfully completed a diversion program led by the State Attorney's Office. He's also been divorced. And, I'd be lying if I said that his decisions that have led him here were a part of the reason for that divorce, as well. So, he's professionally and personally fallen on hard times. Those hard times were created by his own choices, but the repercussions have been severe. He's paying the price. I think the deterrent effect of what's being done is the best answer I can give you.

Mr. Knopke – Thank you.

Mr. Jones – Mr. Chair, may I ask a question?

Chair – Mr. Jones, go right ahead.

Mr. Jones – Mr. Coughlin, one thing, as I look at the conditions of the settlement agreement, being Mr. Box is currently working. Would you and your client consider either every six (6) months or a minimum every year during this probationary period, the Division gets a letter from his current employer telling us how he's doing?

Mr. Coughlin – Of course, I would recommend that he accept that additional condition. I would. Yes.

Mr. Jones – Ellen, what would help the Division kind of monitor this? As Keenan had indicated, what makes us feel better is that he is being closely supervised.

Ms. Simon – Mr. Jones, with respect to the letters, just for your own information, if we were to alter the Settlement Stipulation today and that would be altering it, I do not believe Mr. Box is present, so the attorney would have to go back to him. But, bearing that in mind, if we were to make a requirement that he submits that, I don't know how we could successfully monitor that, to be honest, Mr. Jones. If we look back at the end of the five (5) years, I don't know how we could do that.

Mr. Jones – I'm just looking at a way to monitor progress as we move forward. And as Mr. Coughlin said, he would accept that for his client. So, I'll look to the Board. Is that something that would be helpful?

Mr. Knopke – Mr. Chair?

Chair – Ms. Simon, I believe that Attorney Coughlin did indicate that Mr. Box is on the call.

Ms. Simon – Oh, he did? I'm sorry. I apologize, sir.

Mr. Coughlin – This is Brian Coughlin. If Mr. Box is on the call, I am unaware of that and I'm sorry if that was confusing.

Chair – Thank you.

Mr. Knopke – Mr. Chair?

Chair – Mr. Knopke?

Mr. Knopke – Yes, sir.

MOTION: Mr. Knopke moved to deny the Settlement Stipulation and propose a counter. Mr. Hall seconded the motion, which passed unanimously.

Chair – Mr. Knopke?

Mr. Knopke – Make the motion to incorporate all the terms that were in the original settlement, along with two (2) additional ones. The first one would be a letter from his current employer, the FDIC for that firm, giving the Board an update on if there's been any issues with Mr. Box or not, in his acceptance of cash or payment from customers, and the second addition is a letter from him if his employment changes during his probationary period.

Chair – So we have a motion before us. And, Mr. Coughlin, can you accept those additional terms on behalf of your client?

Mr. Coughlin – Procedurally, Mr. Chair, I think I need to at least have a brief conversation with him, which I would predict I can do in very short order. And so, I'll take whatever direction from you on how you would like to proceed.

Chair – Thank you.

Ms. Simon – Mr. Chairman?

Chair – Ms. Simon, I was going to suggest that we do allow attorney Coughlin time to consult with his client, and we come back to this once he comes back on and tells us he's ready to discuss it. Is that satisfactory with you, Mr. Coughlin?

Mr. Coughlin – It is, Mr. Chair.

Chair – Ok. So just let us know when you've consulted with your client, and we can move forward with this.

Mr. Hall – There's been one vote on that, correct?

Chair – I'm sorry?

Mr. Hall – There's been no vote on that proposal, is that correct?

Chair – No there has not been. So, procedurally, Ms. Munson?

Ms. Munson – Yes? Before a vote is even taken, I just want to clarify the two (2) terms that Member Knopke indicated. He said he wanted a current letter from the current employer. If Attorney Coughlin is going to present these terms, I just want them to be very clear. Is there a date by which you want this letter from the current employer updating the Board regarding the Respondent's performance in reference to cash and payments received? I mean, I don't know if you want to within thirty (30) days or if you want it within six (6) months, so you can have some type of window to monitor. And also, the second part of it was a letter from the Respondent himself if his employment changes. And I don't understand if the content of that letter is just a statement that my employment has changed. So, when we present the terms, if they're voted as approved upon as presented, I just wanted it to be clear of what those two (2) additional terms were.

Chair – Mr. Knopke, would you clarify that, please?

Mr. Knopke – Yes. I want a letter every six (6) months from the FDIC of his current employer. Assuming he stays there for five (5) years, that's how long I want it, every six (6) months. In regard to if his employment changes, I want him to notify the Board in writing that his employment has changed, and that he has notified his new employer of his probation and his inability to serve as FDIC.

Chair – Ms. Simon?

Ms. Simon – Mr. Chairman, to be quite candid, it would be difficult to monitor that over a five-year period, that every six (6) months there is such a letter. And in addition, and again, to be candid, I'm not sure what that second letter would tell. We wouldn't be able to take any action on it. So, it would just be in our records in case he does change his employment. But my basic concern is the first one. It would be very difficult for the Division to monitor over a five-year period.

Mr. Knopke – Mr. Chair, may I address that?

Chair – Who's that speaking, please?

Mr. Knopke – Mr. Knopke.

Chair – Mr. Knopke, go right ahead.

Mr. Knopke – Ms. Simon, the condition is on him, So, if any of the Board members decides to ask in eight (8) months whether we received anything from Mr. Box, the Division would look into his file and say yes or no. If there's no letter there, then he would violate his probation.

Ms. Simon – In other words, the Division would not be monitoring this? It would be the onus on the licensee as well as the Board?

Mr. Knopke – It would be the onus on the licensee and his attorney, or whoever is going to write the letter, but yes, it's on them, not on us or the Department.

Mr. Coughlin – This is Brian Copeland. I had understood the letter was to come from the FDIC that he's working with. Is that correct?

Mr. Knopke – That is correct but if he's working there, he needs to remember to tell the FDIC to write the letter for him.

Mr. Coughlin – Yes, sir. Just clarifying. Thank you.

Mr. Knopke – Thank you.

Mr. Jones – Mr. Chair, one quick question?

Chair – Who's this, please?

Mr. Jones – Mr. Jones.

Chair – Hi, Mr. Jones. Go right ahead.

Mr. Jones – Mr. Knopke, I like what you're doing. Could we make it annually? That way, it's not the pressure on the FDIC every six (6) months. We want to just make sure that there is a monitor. The Department's not going to be monitoring. It's for us. If we get it annually, and I like the proposal if he changes establishments that were notified of that. I'm just asking the question.

Mr. Knopke – Mr. Jones, it really doesn't matter to me. I just think there should be some responsibility on his part, Mr. Box. And, to ask his employer to write a letter saying he's doing a good job and hasn't had any problems should be something pretty high on his list, and something that he would be counting the days to do.

Mr. Jones – I'm good. Thank you.

Chair – So, the was either six (6) months or one (1) year. Mr. Knopke, what's your pleasure on that?

Mr. Knopke – Six (6) months.

Chair – Thank you. Mr. Coughlin, would you consult with your client and get back with us as soon as you can?

Mr. Coughlin – I sure will, Mr. Chair. Thank you.

Chair – Thank you so much. Ms. Simon?

Mr. Williams – Mr. Chair?

Chair – Yes, go right ahead.

Mr. Williams – This is Darrin Williams. I had a question. I don't understand something. So, I think the attorney mentioned that his client had paid all of the fees. I'm just kind of confused. In the narrative it says there is \$6800 remaining outstanding. Has that been paid? Is the \$5,000 that counsel is proposing inclusive of the \$6800 and the remaining balance of \$1800? Or maybe I'm missing something.

Mr. Griffin – So, I believe that Attorney Coughlin stated that his client is finished paying the restitution that was owed, as part of the criminal case, which was that \$6000. The \$5250 between the administrative fine and cost of investigation is what is being assessed by the Board. It has nothing to do with the \$6000 from that case.

Mr. Williams – So, in essence, everything has been paid. The \$15,000 has been paid back, correct?

Mr. Griffin – Mr. Coughlin?

Mr. Coughlin – This is Brian Coughlin. That is correct. Mr. Box has paid that in full and is no longer in the diversion program that the State Attorney's Office administers. That has been terminated, because he's met all of the conditions, including full payment of restitution.

Chair – Thank you, Mr. Coughlin. Mr. Williams any other questions or concerns?

Mr. Williams – Yes, sir. One last thing. Mr. Griffin, has there been any conversation with the firm that he did this activity with, in terms of your investigative report?

Mr. Griffin – No. But what I will point out is the fact that the State Attorney's Office was willing to offer PTI. Generally, it's some sort of indication that the victim usually is amenable to that resolution. That's usually not something that the State Attorney will refer someone into if the victim has strong objections over it,

Mr. Williams – Thank you, Mr. Chair.

Chair – Thank you. Mr. Coughlin, just let us know when you're ready to return to the issue, and we'll go to the next item on the agenda. Ms. Simon?

D. Material Facts Not Disputed (Section 120.57(2) Hearings) (Probable Cause Panel A)
(1) Button, Richard Scott: DFS Case Nos. 256156-19-FC and 245303-19-FC; Division Nos. ATN-33728 and ATN-32135 (F046228)

Ms. Simon – This case has been removed from the agenda and will not be heard today.

E. Material Facts Not Disputed (Section 120.57(2) Hearings) (Probable Cause Panel B)
(1) DM Baker Mortuary LLC: DFS Case No. 243309-19-FC; Division No. ATN No. 32441 (F086888) (No Board Member Recusal Necessary)

Ms. Simon – Is there a representative of DM Baker Mortuary on the call today?

Ms. Donna Mullins-Prince – Yes, I'm here. Donna Mullins-Prince.

Ms. Simon – Ok. Thank you, ma'am. Mr. Griffin? No, excuse me. Mr. Bossart is representing for the Department.

Mr. Bossart – Thank you. The above-referenced matter is presented to the Board for consideration of the Motion for Determination of Waiver and for Final Order by Hearing Not Involving Disputed Issues of Material Fact (Motion) in the matter of DM Baker Mortuary LLC (“Respondent”). Respondent is currently licensed under Chapter 497, Florida Statutes, as a funeral establishment, license number F086888, and is doing business in Jacksonville, Florida. Respondent conducted activities requiring licensure under Chapter 497, Florida Statutes, with an expired license and failed to maintain a hand sink with hot running water. On February 27, 2020, the Department filed an Administrative Complaint against the Respondent. A true and correct copy the complainant is attached to your package as Exhibit A. The Department successfully obtained service of the Complaint by publication of Respondent on December 24, 2020. A true and correct copy the proof of publication is attached as Exhibit B. The Department did not receive an Election of Proceeding form or any other written response from Respondent by January 14, 2021, or anytime thereafter. This fact is attested to by the affidavits executed by the Division Executive Director, Mary Schwantes, and the Agency Clerk, Julie Jones. Respondent’s failure to file a response constitutes a waiver of the right to request proceeding on the matters alleged in the Administrative Complaint.

Therefore, the Department requests that the Chairman of the Board entertain a motion finding Respondent, DM Baker Mortuary, was served with the Administrative Complaint by publication, containing a Notice of Rights and an Election of Proceeding Form, and that it failed to respond within twenty-one (21) day period, and therefore has waived its right to request a Proceeding Involving Disputed Issues of Material Fact in this matter. A copy this memo, along with a copy of the Motion for Determination of Waiver and for Final Order by Hearing Involving Disputed Issues of Material Fact was sent by US Mail to Respondent’s last known address. This had the effect of the Respondent did contact me at this time and indicated they would be attending this meeting. I believe Ms. Prince is the representative. At this time, it would be appropriate for the Chair to

entertain a motion to determine whether the Respondent has waived its right to a s. 120.57(1) Hearing, based on its failure to file a response.

MOTION: Mr. Knopke moved that Respondent has waived its right to a s. 120.57(1) Hearing based on the Respondent's failure to timely file a response to the Administrative Complaint. Mr. Helm seconded the motion, which passed unanimously.

Mr. Bossart – Now that the Board has determined the Respondent has waived his right to request a proceeding in this matter, the Department believes that it is appropriate at this time for the Chair to entertain a motion adopting the allegations of the facts as set forth in both Administrative Complaint.

MOTION: Mr. Jones moved to adopt the allegations of the facts as set forth in both Administrative Complaint. Mr. Hall seconded the motion, which passed unanimously.

Mr. Bossart – The Department now contends that the Board's findings of fact support a finding of violations of Chapter 497, Florida Statutes, as charged in the Administrative Complaint. The Department believes that it is appropriate at this time for the Chair to entertain a motion finding Respondent in violation of Florida Statutes as charged in the Administrative Complaints.

MOTION: Mr. Knopke moved to find the Respondent in violation of the statutes as charged in the Administrative Complaint. Mr. Clark seconded the motion, which passed unanimously.

Mr. Bossart – The Department also offers into evidence the investigative reports with exhibits, a copy of which has previously been furnished to the Board to establish its prima facie case for the violations as alleged in the Administrative Complaint.

MOTION: Mr. Hall moved to accept investigative reports with exhibits, a copy of which has previously been furnished to the Board to establish its prima facie case for the violations of the alleged and the Administrative Complaint. Mr. Williams seconded the motion, which passed unanimously.

Mr. Bossart – Finally, as a penalty, the Department recommend that the Respondent should be assessed a fine of \$750. The Department would ask that this be done. Thank you.

Mr. Helm – I'm sorry, Mr. Chair. Could you repeat that? Mr. Bossart?

Mr. Bossart – The Respondent should be assessed a fine of \$750 as an administrative penalty.

Chair – Thank you, and I understand that Ms. Prince is on the call. Did you want to address the Board, or are you merely here to answer questions.

Ms. Mullins-Prince – I do want to quickly address the Board.

Chair – Ms. Mullins-Prince, would you be sworn in?

Ms. Simon – Would you please raise your right hand? Do you swear to tell the truth, the whole truth and nothing but the truth, so help you God?

Ms. Mullins-Prince – Yes, I do.

Ms. Simon – Please state your name for the record and spell your last name.

Ms. Mullins-Prince – My name is Donna Mullins-Prince, M U L L I N S - P R I N C E.

Ms. Simon – Thank you.

Chair – Thank you. Do you care to address the Board?

Ms. Mullins-Prince – Yes, I want to address you. What I just wanted to point out there was I know there was mention of us not addressing the complaint, but we actually left that building shortly after that inspection, and it looks like any of the mailings we're going to the old building. We actually were not even made aware that we were fined or anything. We got everything fixed shortly after and we sent an email to Stephanie Schmidt. No one ever came back out to the building to see if we got everything fixed. I did send an email letting them know expecting someone to come out, but no one ever came out.

Chair – Ms. Prince?

Ms. Mullins-Prince – And the next thing we hear there was a fine.

Chair – Ms. Prince did you notify the Division of your change of address for the funeral establishment? Did you formally notify the Division?

Ms. Mullins-Prince – Yes, sir. We did. We had an exit inspection. But, before that there was no one to come out and verify that we did make the changes and repairs. We definitely did notify the Board that we were moving and closing that establishment.

Chair – Do you feel that you are currently in compliance?

Ms. Mullins-Prince – Yes, sir.

Chair – What about your expired license?

Ms. Mullins-Prince – The license expired on November 30th. That was an oversight. We did not know that the license was expired. There was a miscommunication between myself and the owner, Mr. Baker, but we also quickly got that rectified and everything was fixed. We're just really asking if it would be possible to even get the fine lowered if possible.

Chair – For what period of time did you operate without a license?

Ms. Mullins-Prince – It looks like it was a matter of a couple of weeks. We had no cases during that timeframe of when the license expired and we actually got everything re-instated with the license. So, we had no cases or anything during that timeframe.

Chair – Thank you. Mr. Bossart has made a recommendation of a fine of \$750. Board, what's your pleasure?

MOTION: Mr. Jones moved that the Respondent shall pay a \$500 fine. Mr. Hall seconded the motion, which passed unanimously.

Chair – Thank you, Ms. Prince.

Mr. Helm – Mr. Chairman?

Chair – Yes?

Mr. Helm – May I ask a question while we're on this one on the agenda right here?

Chair – Please go ahead, Mr. Helm.

Mr. Helm – Ms. Simon, do we have a change of location for this firm?

Ms. Simon – Yes, we do, sir. We received it on December 18th.

Mr. Helm – All right, thank you.

Chair – Thank you.

5. **Application(s) for Preneed Sales Agent**

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

Ms. Simon – This item is informational only. Pursuant to s. 497.466, F.S., the applicants have been issued their licenses and appointments as preneed sales agents.

B. Recommended for Approval without Conditions (Criminal History)

(1) Campanella, Todd P (Appointing Entity: Carriage Florida Holdings Inc)

Ms. Simon – On February 8, 2021, the Appointing Entity, Carriage Florida Holdings Inc, applied electronically for the above named for licensure as a preneed sales agent, and Applicant answered “Yes” to the background question regarding adverse license history to wit, in February 2020, Mr. Campanella voluntarily surrendered his New Jersey Teacher Certification due to a classroom incident that occurred in 2019 involving two (2) students that were having a dispute in his classroom. As a result, charges were filed against him by the State of New Jersey for neglect of his legal duty to ensure the care and well-being of students under his purview, to which he was not found guilty. This offense occurred in Mercer County, New Jersey. As a result, Mr. Campanella entered a Pre-Trial Intervention Program (PTI) which originally placed him on a 36-month term of supervision, but due to Mr. Campanella successfully completing conditions in December 2020 as observed by his PTI monitor, consent was granted for early conclusion of his PTI program. Mr. Campanella has satisfied all required conditions of this action and has no further convictions on his record. There are no other disciplinary issues related to this applicant. The Division is recommending approval.

Mr. Williams – Mr. Chair?

Chair – Go right ahead.

Mr. Williams – This is Darrin Williams with a question. Ms. Simon, for this case, as well as the next case, are there not any type of conditions that the Division would like to see? Because I think with this case here, this could carry over to the general public, in terms of not assuring the care and well-being of citizens. So, was Division worried about that in any way?

Ms. Simon – Considering the type of license applied for, and that PTI was given to this individual, and he completed it well early of the termination date, we were satisfied with the recommendation we made. Of course, the Board can choose to take any action.

Chair – I'd like to mention that in the Division's remarks, the third paragraph says, “to which he was found not guilty.” And I believe it was read as guilty. Which is it? Right in the middle of the third paragraph, five (5) lines down.

Ms. Simon – I see that sir. And, I hesitated as I said it. According to the package of information, he was charged with a third-degree offense to which he entered a plea of not guilty, and as a result of that he was entered into the Pretrial Intervention Program. It does not appear to be that there was a conviction on his record, due to the PTI program. I'm not sure. In different states people entering into PTI programs are done by different ways. So, I'm not sure if he plead and then was entered into the PTI Program or was simply entered into the PTI program, but I would assume that based on the information I received, it was the latter. Especially because the information on the letter we received said he does not have a conviction on his record.

Chair – Thank you. Board?

MOTION: Mr. Clark moved to approve the application. Mr. Helm seconded the motion, which passed with two (2) dissenting vote.

Chair – Thank you. Ms. Simon, I'd like to declare my affiliation with SCI Funeral Services of Florida LLC, and that affiliation will in no way affect my ability to make a fair and impartial decision on this item before the Board or any other items coming before the Board today. Thank you.

(2) Grendahl, Christopher M (Appointing Entity: SCI Funeral Services of Florida LLC)

Ms. Simon – On January 20, 2021 the appointing entity applied electronically for the above named for licensure as a preneed sales agent for Christopher Grendahl. It appears that Mr. Grendahl has a criminal record, to wit in November 2016, Mr. Grendahl was charged with a misdemeanor of Driving Under the Influence (DUI), to which he pled guilty. Mr. Grendahl was placed on probation for three (3) years, required to complete a driver’s course for nine (9) months and not operate a vehicle unless equipped with an ignition interlock device for one (1) year, and was assessed a fine. Mr. Grendahl has satisfied all required conditions of the judgment and has paid all fees due as of this date. There are no other disciplinary issues in relation to this applicant. The Division is recommending approval. Is Mr. Grendahl on the line? Hearing no response.

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

6. Application(s) for Continuing Education

A. Course Approval - Recommended for Approval without Conditions – Addendum B

- (1) *Elite Professional Education, LLC (113)*
- (2) *Funeral Service Academy (23408)*
- (3) *Independent Funeral Directors of Florida Inc (135)*
- (4) *Matthews International (30408)*
- (5) *National Funeral Directors Association (136)*
- (6) *SCI Management – Dignity University (99)*
- (7) *WebCE (43)0*
- (8) *Wilbert Funeral Services (39408)*

Ms. Simon – Pursuant to s. 497.147, F.S., and Board Rule 69K-17.0041, F.A.C., the courses presented on Addendum B have been reviewed by the CE Committee and the Committee, as well as the Division, recommends approval of the applications for the number of hours indicated on Addendum B.

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

Chair – And I'd like to take a moment to recognize and thank our Continuing Education Committee for their work, month in and month out. So, thank you to those on the Committee.

7. Consumer Protection Trust Fund Claims

A. Recommended for Approval without Conditions – Addendum C

Ms. Simon – The CPTF claims presented on Addendum C have been reviewed by the Division and the Division recommends approval for the monetary amounts so indicated.

MOTION: Mr. Hall moved to approve all the claim(s), for the monetary amounts indicated. Mr. Knopke seconded the motion, which passed unanimously

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

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

- (1) *Funeral Director and Embalmer (Endorsement)*
 - (a) *Hall, Nathaniel R*
 - (b) *Morgan, Crystal N*
 - (c) *O'Hara, Jennifer L*
 - (d) *Pierre, Anais S*
 - (e) *Rhoades, Denise*
 - (f) *Sowell Jr, Gregory*
- (2) *Funeral Director and Embalmer (Internship and Exam)*
 - (a) *Brown, Abigail S F418959*
 - (b) *Negron, Robert K*
 - (c) *Taylor, Jeremy*
 - (d) *Ulloa, Yesenia*
 - (e) *Waldron, Sera A*

(f) Wenc, Jacob D

Ms. Simon – This is an informational item. Pursuant to Rule 69K–1.005, F. A. C., the Division has previously approved the applications listed on Addendum D.

B. Recommended for Approval with Conditions (Criminal History)

(1) Funeral Director by Endorsement

(a) Polozola, Amber P

Ms. Simon – An application for a funeral direction license was received by the Division on November 17, 2020 and was incomplete when submitted. A completed application was received on February 1, 2021. A background check revealed a relevant criminal history. On or around August 2019 the application was found guilty of Reckless Driving and was sentenced to twenty-four (24) month probation and \$200 court costs. The Division is recommending approval subject to the condition that the license be placed on probation for six (6) months, and this will be contemporaneous to her criminal probation. Is Ms. Polozola on the line?

Amber Polozola – Yes, I am.

Ms. Simon – Thank you, ma'am.

Chair – Would you like to address the Board, or you're merely here to answer questions?

Ms. Polozola – I'm here to answer any questions. I moved here to transfer. I've been a funeral director.

Ms. Simon – Ms. Polozola?

Ms. Polozola – Yes?

Chair – Let's have you sworn in, please.

Ms. Simon – Please raise your right hand and be sworn in. Do you swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

Ms. Polozola – Yes.

Ms. Simon – Please state your name and spell your last name for the record.

Ms. Polozola – Amber Polozola, P O L O Z O L A.

Chair – Did you say you wanted to address the Board, or just answer any questions that the Board may have?

Ms. Polozola – I can answer any questions, sir.

Chair – Thank you. Any questions? Board, what's your pleasure?

MOTION: Mr. Knopke moved to approve the application subject to the condition that the license be placed on probation for six (6) months. Mr. Jones seconded the motion, which passed unanimously.

Chair – Thank you, Ms. Polozola.

Ms. Polozola – Thank you.

Mr. Coughlin – Mr. Chair, this is Brian Coughlin. I've returned when you're ready for me.

Chair – Well, thank you so much. Ms. Simon, what was that item on our agenda?

Ms. Simon – That was 4. C. (1), Bryan Box.

Chair – Let's, let's give the members just a little time to get there. Ok. Anybody need more time? Otherwise, Mr. Coughlin?

4. Disciplinary Proceeding(s)

C. Settlement Stipulations (Waiver of Probable Cause)

(1) Box, Bryan: DFS Case No. 273795-20-FC; Division No. ATN-35150 (F064325) (No Board Member Recusal Necessary)

Mr. Coughlin – Yes, Sir. Brian Coughlin speaking on behalf of Bryan Box. I have discussed with Mr. Box, the Board's proposal that we move forward with the original terms and conditions, and add two (2) conditions. One being that Mr. Box notify the Board by letter if his employment changes, and that his new employer is aware that he is on probation. That is acceptable to Mr. Box. The second additional condition that was that the FDIC that he is working with currently send a letter to the Board every six (6) months, stating that Mr. Box is continuing to work on the staff and that there are no concerns with his employment. That is also acceptable to Mr. Box. Although it occurred to me that, again, it's imposing a condition on somebody who really isn't the Respondent here, but to the extent that Mr. Box can accept it, he will accept it, and is confident that the FDIC he's working with will submit that letter every six (6) months.

Chair – Thank you, Mr. Coughlin. So, Mr. Knopke, would you complete that motion, please?

Mr. Knopke – I think the motion was made and seconded with the new conditions, and he was just confirming that his client would accept that.

MOTION: Mr. Knopke moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a \$5,000 fine, \$250 cost of prosecution, complete an additional six (6) hours of continuing education during the August 31, 2021 through August 31, 2023 cycle. Respondent's license will also be placed on probation for five (5) years, during the period of probation, Respondent will not be able to serve as an FDIC or DDIC of any establishment licensed under Chapter 497, Florida Statutes. Respondent will also notify by letter the Board if his employment changes, and that his new employer is aware that he is on probation. FDIC that Respondent is working with currently shall send a letter to the Board every six (6) months stating that Respondent is on staff, and that there are no concerns with his employment. Mr. Jones seconded the motion, which passed with two (2) dissenting votes.

Chair – Mr. Coughlin, thank you so much for your intervention in this, and getting back to us in a timely manner. Thank you.

Mr. Coughlin – Thank you, Mr. Chair. If you need nothing else, I'd ask to be excused.

Chair – That's fine. Thank you so much. You may be excused.

9. Application(s) for Internship

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

(1) Funeral Director

- (a) Fleming, Blair E F492577
- (b) Houlberg McCollum, Victoria E F491091
- (c) Torres Latorre, Evelin F287480

(2) Funeral Director and Embalmer

- (a) Chasko, Lisa M F492568
- (b) O'Neal, Blane A F045186
- (c) Pierce, Alexis L F423890
- (d) Sanders, Qwanza R F491870
- (e) Shows, Olivia L F492153
- (f) Skinner, Akeem M.A. F298096
- (g) Urban, Lindsay M F458166

(h) Weeks, Tracy L F233840

Ms. Simon – This is an informational item. Pursuant to Rule 69K–1.005, F. A. C., the Division has previously approved the applications listed on Addendum E.

- B. Application to Renew Concurrent Internship**
- (1) Recommended for Approval without Conditions**
- (a) Moye, Kelly G F418261**

Ms. Simon – An application to renew the concurrent internship license was received on January 21, 2021. Ms. Moye indicated that she has not been able to complete the internship because of COVID issues. The Division is recommending approval without conditions.

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

- 10. Application(s) for Embalmer Apprentice**
- A. Informational Item (Licenses Issued without Conditions) – Addendum F**
- (1) Arcila-Palacio, Carlos A F493201**
- (2) Crews, Addonise F490472**

Ms. Simon – This is an informational item. Pursuant to Rule 69K–1.005, F. A. C., the Division has previously approved the applications listed on Addendum F.

- 11. Application(s) for Registration as Training Agency**
- A. Information Item (Licenses Issued without Conditions) – Addendum G**
- (1) Faithful Heritage Holdings Inc d/b/a Forest Meadows Funeral Home (F429215) (Gainesville)**

Ms. Simon – This is an informational item. The Division has reviewed the application on Addendum G and found it to be complete, and that the applicant has met the requirements to be a training agency. Pursuant to Rule 69K–1.005, F. A. C., the Division has previously approved this application.

- 12. Application(s) for Monument Establishment Sales Agent**
- A. Information Item (Licenses Issued without Conditions) – Addendum H**
- (1) Blaydes, Susan F489315**

Ms. Simon – This is also an informational item. Pursuant to s. 497.554, Florida Statutes, the Division has previously approved the applicant listed on the Addendum H.

- 13. Application(s) for Funeral Establishment**
- A. Recommended for Approval with Conditions**
- (1) James C Boyd Funeral Home Winter Haven Inc (Winter Haven)**

Ms. Simon – A change of ownership application for a funeral establishment was received by the Division on January 13, 2021. The application was complete when submitted. The Funeral Director in Charge will be Esther McGruder (F042285). A background check of the principals revealed no relevant criminal history for the principals. The Division is recommending approval subject to the following conditions:

- a) That the closing on the transaction to acquire ownership shall occur within sixty (60) days of the date of this Board meeting.
- b) That the closing on the transaction shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- c) 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.

- d) 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.
- e) 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.
- f) That the establishment pass an onsite inspection by a member of Division Staff.

Chair – Is there a representative of James C Boyd Funeral Home on the call with us? Calling for a representative of James C Boyd Funeral Home. I wanted to ask the new owner of James C Boyd Funeral Home if part of the conditions were that they honor all preneed that might come before them in the future. Ms. Munson, can we make that part of the Division's recommendation?

Ms. Munson – Yes, you may.

Chair – Thank you.

Mr. Clark – Mr. Chairman?

Chair – Go right ahead.

Mr. Clark – I just want to state for the record that I have an affiliation with Steele Family Funeral Home who's going to be completing their cremations, but that affiliation will not prevent me from rendering a fair and impartial decision.

Chair – Thank you.

Mr. Williams – Mr. Chair?

Chair – Go right ahead.

Mr. Williams – Question: for you, or staff. In terms of the conditions, are these the normal type of conditions that we present for change of ownership, or was there some reason for the conditions? I'm just asking, because I don't know.

Ms. Simon – The conditions that the Division recommended are typical conditions that are normally presented regarding a change of ownership that involves a sale of an establishment.

Mr. Williams – Thank you.

MOTION: Mr. Knopke moved to approve the application subject to the conditions recommended by the Division, as well as the additional condition recommended by the Chair. Mr. Williams seconded the motion, which passed unanimously.

14. Application(s) for Preneed Main License

A. Recommended for Approval *with* Conditions

(1) Chestnut Funeral Home Inc (F040669) (Gainesville)

Ms. Simon – The Department received the application on December 22, 2020 which was completed on February 1, 2021. A completed background check of all principals was returned without criminal history. Applicant's qualifying funeral establishment license (F040669) is located at the same address. If approved, the applicant will utilize FSI as their trusting agent. The Division is recommending approval subject to the condition that the preneed license be placed on probation to run concurrent with the current probationary period of the funeral establishment, ending on July 27, 2021. Is there a representative of Chestnut Funeral Home on the call today?

Mr. Chestnut – Yes.

Ms. Simon – If you can please raise your right hand and be sworn in. Do you swear to tell the truth, the whole truth and nothing but the truth, so help you, God?

Mr. Chestnut – I do.

Ms. Simon – If I may make one more request for all those on the call to put your phones on mute, if you are not speaking. The ambient noise is very distracting to the Board meeting. Board members?

Chair – Is there a motion, or are there any questions? The Division’s recommendation is to approve with conditions.

MOTION: Mr. Jones moved to approve the application subject to the condition that the preneed license be placed on probation to run concurrent with the current probationary period of the funeral establishment, ending July 27, 2021. Mr. Williams seconded the motion.

Chair – Mr. Chestnut, did you want to address the Board, or are you merely here to answer questions?

Mr. Chestnut – I’m sorry, Mr. Chairman. I did not hear your complete question.

Chair – Before we vote on approving with conditions, do you want to address the Board, or you’re merely here to answer questions if the Board has any questions?

Mr. Chestnut – That’s correct, Mr. Chair. I’m just here to answer questions.

Chair – Thank you so much. So, there’s been a motion made, and it’s been seconded to approve with conditions and all those in favor, aye?

Board members – Aye.

Chair – And any opposed? And that motion carries. Thank you, Mr. Chestnut.

Mr. Chestnut – Thank you, everyone.

Mr. Knopke – Mr. Chairman?

Chair – Go right ahead, Mr. Knopke.

Mr. Knopke – I just want to let you and the rest of the Board know that I have to leave the meeting. We’ve got an issue in our office, and I just wanted to let you know I was going to be leaving. I’ll try to get it back before the end, but I’m not sure if I will or not.

Chair – Thank you. If you do return, please let us know.

Mr. Knopke – I will. Thank you.

***B. Recommended for Approval without Conditions
(1) Compassionate Cremations and Memorials LLC (F462665) (Tampa)***

Ms. Simon – The Department received the application on January 25, 2021, and it was completed on February 12, 2021. A completed background check of all principals was returned without criminal history. If approved, will utilize insurance funded contracts through Homesteaders Life Company. The Division is recommending approval. Is there a representative of this applicant on the line?

Ron Stinsman – Yes, there is. Ron Stinsman, FDIC.

Mr. Clark – Mr. Chairman?

Chair – Yes?

Mr. Clark – I just want to state I have a prior affiliation with the list of principles regarding this application, but that affiliation will not prevent me from rendering a fair and impartial decision.

Chair – Thank you so much. To the gentleman representing Compassionate Cremations, would you want to address the Board, or are you merely here to answer questions should the Board have any?

Mr. Stinsman – We're here just to be here if you need us. Thank you.

Chair – Thank you. Board?

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

Chair – Thank you, sir.

Mr. Stinsman – Thank you, Board. Take care.

15. Application(s) for Removal Service
A. Recommended for Approval with Conditions
(1) Angel's Touch Mortuary Transport LLC (Sun City)

Ms. Simon – An application for a removal facility was received on by the Division on January 22, 2021. A background check of the principals revealed no criminal history. The Division is recommending approval subject to the condition that the facility passes an onsite inspection by a member of Division Staff. Is there a representative of this applicant here today?

Evan Edwards – Yes, I'm here. Evan Edwards. Can you hear me?

Chair – Yes.

Mr. Edwards – Evan Edwards, Angel's Touch Mortuary Transport.

Chair – Mr. Edwards, are you here to address the Board or merely to answer questions that the Board may have?

Mr. Edwards – Answer any questions.

Chair – Thank you so much. Board?

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

Chair – Thank you, Mr. Edwards.

Mr. Edwards – Thank you so much.

Chair – You're welcome.

(2) Big Bend Mortuary Transport LLC (Tallahassee)

Ms. Simon – An application for a removal facility was received on by the Division on January 15, 2021. The Division is recommending approval subject to the condition that the facility passes an onsite inspection by a member of Division Staff. I believe a representative of the applicant is on the call today.

Mr. Shawn Drewek – Good morning.

Chair – Good morning, sir. Would you like to address the Board or are you merely here to answer questions that may arise?

Mr. Drewek – Answer any questions that may arise.

Chair – Thank you. Board?

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

Chair – Thank you for being with us. Congratulations, sir.

Mr. Drewek – Thank you guys very much.

(3) Capital Transport Services LLC (Pace)

Ms. Simon – An application for removal service licensure was received on January 15, 2021. The new location passed its inspection on January 26, 2021. The Division is recommending approval subject to the conditions that the applicant pay an administrative fine of \$1500 within ninety (90) days of licensure, and that the applicant’s new licensure be placed on probation for one (1) year. These conditions are reflected in the Settlement Stipulation attached in your Board package. Is there a representative of Capital Transport Services on the phone today?

[speaker unknown] – There is.

Chair – Would you want to address the Board are you merely here to answer questions?

[speaker unknown] – Just to answer questions, sir.

Chair – Thank you. So, we have a Settlement Stipulation for Consent Order. Board?

MOTION: Mr. Jones moved to approve the application subject to the conditions that the applicant pay an administrative fine of \$1500 within ninety (90) days of licensure, and that the applicant’s new licensure be placed on probation for one (1) year. Mr. Clark seconded the motion, which passed unanimously.

Chair – Thank you, sir. Best of luck.

[speaker unknown] – Thank you.

16. Collective Application(s)

A. Recommended for Approval with Conditions

(1) Change of Ownership

(a) Florida Cremation Society LLC (Ocala)

- Cinerator Facility***
- Direct Disposal Establishment***
- Transfer of Preneed***

Ms. Simon – Florida Cremation Society LLC, a limited liability company, seeks approval of its applications for cinerator facility licensure, direct disposal establishment licensure and transfer of preneed main licensure. A completed background check of the principal(s) for the business revealed no relevant criminal history. The change of ownership is due to the death of Patricia Roberts. The applicant will continue to trust through IFDF. The entities being acquired are located in Ocala FL. The Division is recommending approval subject to the condition(s) as follows:

- a) That the closing on the transaction to acquire ownership shall occur within 60 days of the date of this Board meeting.

- b) That the closing on the transaction shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- c) 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.
- d) 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.
- e) 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.
- f) That the establishments pass an onsite inspection by a member of Division Staff.

Ms. Simon – Is there a representative of this applicant on the call today?

Mr. Jack Roland – Yes. Jack Roland for Florida Cremation Society.

Chair – Mr. Roland, are you here to address the Board, or would you merely like to answer questions that might be posed by Board members?

Mr. Roland – Just to answer questions, Mr. Chairman.

Chair – Thank you, Mr. Roland.

Mr. Clark – Mr. Chairman?

Chair – Go right ahead.

Mr. Clark – I just would like to state for the record of our previous relationship with Mr. Roland, but that affiliation will not prevent me from rendering a fair and impartial decision.

Chair – Thank you, Mr. Clark. Board?

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

Chair – Thank you, Mr. Roland.

Mr. Roland – Thank you, Mr. Chairman. Thank you, Board. We appreciate it. Thank you, Mr. Clark.

(2) *New Applications*

(a) *Funeraria Borinquen LLC d/b/a Funeraria Borinquen (Kissimmee)*

- *Funeral Establishment*
- *Preneed License*

Ms. Simon – Funeraria Borinquen LLC, a limited liability company, seeks approval of its applications for funeral establishment licensure and preneed main licensure. A completed background check of the principal(s) for the business revealed no relevant criminal history. The applicant will trust through ClearPoint Federal Bank & Trust. The funeral establishment is located in Kissimmee, Florida. The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff.

MOTION: Mr. Williams 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.

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

A. Recommendation for Approval with Conditions

(1) Preneed Sales Agreement(s)

(a) Forethought Life Insurance Company (Batesville, IN)

Ms. Simon – Forethought Life Insurance Company (FLIC) submits the Spanish version preneed sales agreement form entitled Statement of Goods and Services/ Funeral Planning Agreement (Form A4000-05-FL-ESP), for approval. If approved, this form is to be used for the sale of insurance-funded preneed funeral goods and services by various licensed preneed main establishments and their related preneed branches. The Division recommends approval subject to the condition that two–full–sized print–ready copies of the revised preneed sales agreement are received by the Department within sixty (60) days of this Board meeting.

MOTION: Mr. Helm moved to approve the agreement subject to the condition that two (2) full–sized print–ready copies of the revised preneed sales agreement are received by the Department within sixty (60) days of this Board meeting. Mr. Williams seconded the motion, which passed unanimously.

(b) Funeraria Borinquen LLC d/b/a Funeraria Borinquen (Kissimmee)

Ms. Simon – Funeraria Borinquen LLC, which was previously heard on the agenda for their application of a funeral establishment and preneed license, submits the preneed sales agreement entitled Prearranged Funeral Agreement for approval. If approved, this agreement will be used for the sale of preneed contracts by the above named preneed main establishment and its related preneed branches. The Division recommends approval subject to the condition that two–full–sized print–ready copies of the revised preneed sales agreement are received by the Department within sixty (60) days of this Board meeting.

MOTION: Mr. Helm moved to approve the agreement subject to the condition that two (2) full–sized print–ready copies of the revised preneed sales agreement are received by the Department within sixty (60) days of this Board meeting. Mr. Williams seconded the motion, which passed unanimously.

18. Petition(s) to Withdraw Excess Preneed Funds

A. Work & Son – Royal Palm Acquisition, Inc. d/b/a Royal Palm South Cemetery

(1) Exhibit A for the Petition Preneed Contract Assessment

(2) Work & Son RPS Preneed Trust Assessment

(3) Work & Son RPS Preneed Examination Report

Ms. Simon – This matter is before the Board for consideration of a Petition to Withdraw Excess Pre-Need Funds (“Petition”) filed by Work & Son, Inc., through its Chapter 11 Trustee. Work & Son asserts that the Preneed Trust for Work & Son – Royal Palm Acquisition, Inc., d/b/a Royal Palm South (“Royal Palm South”), is overfunded by approximately \$2,000,000, and seeks Board approval to withdraw approximately \$1.79 million of the overages. That’s different from what is on your cover sheet, but it is a part of the Petition that’s included in the package. The Division has conducted a limited financial examination of the Preneed Trust for Royal Palm South as provided by Work & Son and determined that it has no objections to the methodology employed by Work & Son in determining the alleged overages. Furthermore, the Division has no objection to the amount identified by Work & Son as the alleged overages of the Royal Palm South Preneed Trust. Although the Division has no objections to Work & Son’s methodology or figures, the Division has no position, either in favor or opposition, of Work & Son’s Petition, and defers to the judgment of the Board in this matter. Is there a representative of Work & Son on the call today?

Mr. Robert Wahl – Yes, good morning. This is Robert Wall. I am the Bankruptcy Trustee, with Stan Murphy, who is the Chapter 11 Trustee for the Work & Son entities. Mr. Murphy is on this meeting as well as on Nicholas Crohn, who’s employed by {inaudible} Consulting who is with court approval is employed by the trustee. As Ms. Simon summarized, we’re here to seek recovery of what we believe to be overfunding.

Chair – Are you of counsel?

Mr. Wahl – No, I am the Bankruptcy Trustee. I am the bankruptcy attorney for Stan Murphy, the Trustee.

Chair – But you are of counsel?

Mr. Wahl – I'm a bankruptcy court approved attorney for the trustee.

Chair – Thank you.

Mr. Wahl – Before I turn over the actual presentation to Mr. Murphy, I just wanted to highlight 30,000-foot view for the Board members to keep in mind. The current balances of mid-February of the Royal Palm South preneed trust is approximately \$2.7 million. In 2012, the Department prepared a report along with that report and the merchandize service assessment, which I attached to our petition, reflected that the preneed fund trust funding for Royal Palm South, the outstanding, the amount for those preneed contracts was \$1,623,000. I wanted to point out that that number in the reports was based on the assumption, as set forth in the reports, that all of those preneed contracts have been paid by the consumer, and most importantly, it is based on a 100% funding requirement for the contract. Meaning that that number consists of the entire 100% of the preneed contract amount and not the lower statutory amount of 30% for merchandise and 70% for services. Also, I believe important to keep in mind that Work & Son has not issued or sold a preneed contract since sometime in 2004. So, without considering any fulfillment of contracts since that report was issued, there is approximately \$1.1 million over the 100% preneed contract amounts. That approximate \$1.6 million funding amount has not been adjusted to our knowledge since 2012, and does not take into account contracts that have been fulfilled. So, the trustee conducted an investigation and a review, and as Ms. Simon said, the methodology was approved by the Department, and it revealed that 477 of the 879 Royal Palm preneed contracts identified in those reports have been fulfilled, leaving only 402 unfulfilled contracts. When you adjust that \$1.6 million by the amount of contracts actually fulfilled since that period, it results in an amount in excess of \$2 million above the adjusted amount. We are only seeking to recover \$1,793,000 of that excess fund, leaving an additional \$250,000 in that trust. I would like also to point out that this is a bankruptcy matter, in that there is an auction on Monday for the sale that would include Royal Palm South. The stalking horse contract was submitted by Faithful Heritage, which my understanding is a licensed entity in Florida, having some funeral homes and/or cemeteries. The stalking horse contract contains a provision for the blanket assumption of all the preneed contracts at Royal Palm South, and also a provision that Faithful Heritage will not seek any claims against the Consumer Trust Fund. So, with that, with those kind of high level points to be made, I'm going to turn it over to Mr. Murphy, and he and/or Mr. Crohn can answer questions of the Board when he's completed his address. Thank you.

Chair – Thank you, Mr. Wahl.

Mr. Hall – He's muted.

Mr. Wahl – Stan, you need to unmute.

Mr. Stan Murphy – I'm sorry.

Ms. Simon – For all the others that are on the call that are going to speak for this proceeding, please raise your right hand and be sworn in. Do you swear to tell the truth, the whole truth, and nothing but the truth, so help you God?

Mr. Murphy – I do.

Ms. Simon – Please state your names and spell your last names for the record.

Mr. Murphy – Stan Murphy. Thank you. And I'm sorry about the mute problem there. Thank you for this opportunity to discuss this very important issue with our bankruptcy matter with the Board. We appreciate the time that you're giving us here. I want to go over some high-level stuff. Bob, Mr. Wahl discussed the high-level numbers, and again, we're requesting \$1,793,679. Now, I want to talk about how we arrived at that, and again, I'm repeating Mr. Wahl a little bit, but we started with the liability for DOFS's 2012 audit that was done at 100% trusting, which I'm going to explain the issues that have arisen

because of that, and have had a big impact on the amount of overfunding now. We determined that of this \$1,623,000, that \$959,000 of the DOFS's liability had been actually fulfilled. And I'm going to talk about how we determined that a little bit, in a few minutes. So, we believe the remaining liability is \$664,069 compared to the trust balance, as of the end of January of \$2,707,738. Again, that leaves a balance. We believe it's overfunded, as we sit here today, by \$2,043,670. And, we're not going to request \$250,000 of that overfunding, so that leaves us with \$1,793, 670 that we're requested.

Now, I want to talk about our process, what we did in connection with our determination of which of these 879 contracts for the DOFS's 2012 audit had been fulfilled. We went to Royal Palm South, and they have all their contract files there at the facility. They keep them in a fireproof room. We went through all the contract files they had. Of these 879 unfulfilled contracts per DOFS, we went through every page in the file for each contract file, and we looked for things to determine absolutely and foolproof and beyond any doubt of whether or not the contract had been fulfilled. Generally, that included, well not generally. We found that, I'll go back here. The things we looked at, in every single file, there was an original signed contract with the customer. It had everything on it. Many of these preneed contracts were financed and had installment payments. So, that means there was interest and this interest was not insignificant. And that ties into the 100% trusting requirement because, as you probably know, there is no provision that we're aware of that requires you to put into trust a portion of the interest earnings on a preneed installment contract. So, that was never trust. In addition, there was generally a documentary stamps, dock stamps. There were some service calls. There was also a processing fee and taxes on some. None of that was ever trusted. There's not a process for that money to ever be put into trust, but all those amounts are included in the DOFS's \$1,623,000 because they had the entire contract, and we made sure of this, because their entire contract included the total contract price, including all the future payments at the time they did the contract, which included {inaudible}. But, we located, or we looked for in each file evidence and clear and convincing documentation that the contract had been fulfilled. Generally, that included an interment authorization form, which is filled out for every, or should be filled out for every contract. And, as you know, that interment authorization form, and these have changed over the years, but the ones starting, I think, in the late nineties or mid-nineties include date of death, the name of the deceased, the contract number, the burial interment site, whether it be in the mausoleum or in the cemetery, has a family member name and contact information who signed the form, It has a signature or Work & Son employee who prepared the form. It has a signature of the family member, and it itemizes all the merchandise and service delivered and what was actually done per this contract. And, those were all the ones starting when they changed the form to include a family member signature. We also looked for forms evidencing for the merchandise. In addition to the merchandise items being included on the interment authorization and a price for each one of those on the form, we also looked for and found documentation such as ordering the merchandise, whether it be a casket, a marker, vase, and so forth, where the customer had signed that order. Then, we had the documentation that it had been delivered. We also had the invoice from the company that build, the provider of the merchandise, and these contract files included all the correspondence and communications with the customer. So, there is no doubt. If we didn't have, generally, all of those things we described, then we did not count it as fulfilled, even though we could go out in the cemetery and see that the person was buried or interred there, we still required that information in the file before we counted it as fulfilled. So, we're extremely highly confident that the documentation that we found adequately proves that the services were performed. So, that's that process.

So, you probably, and I know this is a large overfunding amount, but we've spent a lot of time with this and we believe what has happened over the years, and there's some very important things here that contributed to this, and some combination of all of them have affected it or fostered it. They haven't sold a preneed contract since 2005. It's been sixteen (16) years. The average age of a preneed customer, based on industry research, is around sixty (60) years old. Of the 402 open contracts, and that includes twenty-two (22) or thirty-two (32), I believe, of the ones that have fulfilled, the youngest one, if you will, when they bought that contract, was in 1990, using the average age of sixty (60). And then the latest contract dates of the ones that are left, that are not fulfilled go to 2004, I believe. So, as we sit here today, those people average 77 and 91 years old, for an overall average. We're quickly approaching the time when there's going to be no one still living that are on these unfulfilled contracts. When DOFS started the 2000 audit, they required as part of that the balance of the trust that 100% of the retail contract amount be included and counted. So, 100% of it has to be in the trust, in the principal part of the trust, even though a large share of that was never funded into the trust. So, the reason, the way that was accomplished, for Work & Son to meet that was essentially not do some withdrawals, as they had, because that's the only way to get the principal balance up to 100% of the contract amount is to hold back on the withdrawals, as fulfillments are done. And so, I know that may sound weird, but if you think about just mathematics, if only 40% or so of the retail of the cost was ever put into principal or trust, and DOFS did not even take into account any of your undistributed earnings in the trust when they did the comparison to see if it was adequately funded. So, it's a combination of the average price on these contracts, when they were done, all 879 was around \$1800, but only about \$700 of that was actually ever funded into the trust. So, there's really not a process available for Work &

Son to recover that \$1100 that's in the trust, that had to be put in there, but was never trusted. Because when they go to withdraw or fulfillment, they have to put the amount of cost, what was put into trust for that, and they never put it in 100%. So, what's happened is, over the years, these fulfillments have been done. That \$1100 that's remaining, that was never trusted, or those that are in the 879 for the State, there's no way to withdraw that. I mean there's no process, nothing Work & Son can do to recover that \$1100 that was never trusted, except the process like we're doing today, and that's why we're here.

And as far as what's left, we believe that we've been extremely, extremely conservative in the amount we're requesting. If our request is done, there will still be \$914,000 in the trust. There's only 400 contracts unfulfilled as of when we did our work a few weeks ago. That's \$2200 per contract sitting in the trust. So, that's \$2200 for each one of those. In addition, as far as cost, when Work & Son fulfills these, it only costs about \$345 to fulfill it. Now, I'm not counting the labor in there because Work & Son's labor for an opening and closing is a big portion. Work & Son does not sell a lot of merchandise. Most of this is opening and closings. That's another reason. They sell markers, they sell vases, they sell wreaths. That's the main thing. They sell a few caskets, and I really do emphasize a few. There's not many caskets sold by Work & Son. Even back during this time. We did see some, but it's certainly a minority in the contracts. So, what we're leaving in there if our request is granted is \$914,000. That's over \$2200 for each of the remaining contracts that are unfulfilled. That's enough to cover approximately 2700 that are \$345 each. So, we believe that what we're proposing to leave in the fund is way more than adequate to cover anything that could happen. And I know some people have asked us what if there are some contracts that DOFS didn't find, didn't identify, or Work & Son may not have known about. I guess I'll refer to them as the infamous ones, and it's possible. I'm not saying it's 100% impossible that someone can't walk in with an actual contract from that time that might have been missed in the preneed stuff. But, again, we've got enough money in here for about 2400 of those. Work & Son is only fulfilling about three (3) preneed contracts per months. So, it will take, and I don't even want to give you in years how long it would take to exhaust the \$914,000 that we're leaving in there.

I think that's mainly what I wanted to cover. We believe we've been extremely conservative in identifying the contracts that have been fulfilled. We believe there is a substantial cushion in the \$914,000 we're leaving in this fund. And, we think it is certainly adequate by a longshot to cover if there happens to be some contracts that are unknown at this point and someone happens to come up with and bring them in from any year. And maybe it was missed some way, but there's enough for about 2000 of those. And it's been sixteen (16) years. Very few contracts that were not included in the original ones have been found so far. And, I think after sixteen (16) years, if there were any noticeable number of unknown contracts out there during this time, I think they would have shown up by now. But, as I said, this process, there's really no way for Work & Son to obtain this excess funding. It can't be done through the normal process due to the 100% trusting requirement that was assumed in DOFS's audits. And, do we know the exact reason why this happened? No, we don't, but based on what we've seen I believe that what I've mentioned earlier has contributed to it. And again, that's two (2) things. There's no way for Work & Son to withdraw the 100% of a contract amount when it's fulfilled. And, I believe Work & Son over the years has not done all the withdrawals. I can't really tell you precisely why, but we believe that one factor is that they were aware of the 100% trusting requirement, and that may have contributed to it. But, I believe that's all I have. Mr. Crohn, was there something you wanted to add that I might have missed?

Chair – Mr. Murphy, this is Jody Brandenburg, and I do have a question for you. As I understand it, your audit was for Royal Palm South Cemetery only.

Mr. Murphy – That's correct.

Chair – Do you anticipate a similar petition from any other Work & Son entities?

Mr. Murphy – Yes, I do, sir. It depends on the results of our audit work. For Royal Palm North Cemetery, we have finished that one. I might have mentioned this at the March meeting, but we've been unable to locate the 2000 audit for Royal Palm North Cemetery. I believe DOFS said there's about \$1.2 million needed. So, all we could really audit was the DOFS's findings for the contract sold between 2000 and 2012. We have completed that and DOFS has tested what we've done, and they've approved it. I forgot to mention that part of our process, and we worked with DOFS Staff on this, we submitted all of our detailed work, the detailed files showing everything we had done to DOFS, and they tested the Royal South and now they've done the Royal Palm North Cemetery. They tested that on a sample basis and agreed with our findings on every single one of them. I don't know how much we're going to request for Royal Palm North Cemetery, but it's not on the scale of the numbers we're talking about here. I can assure you of that.

Chair – Mr. Murphy, one other question please.

Mr. Murphy – Yes, sir?

Chair – I understand Mr. Wahl completely when he said those that are bidding to obtain the Work & Son entities, that they have agreed that there's no Consumer Protection Trust Fund that will be applied for.

Mr. Murphy – Yes, sir.

Mr. Wahl – If I could answer that?

Chair – Yes, sir.

Mr. Wahl – In the bankruptcy process, Faithful Heritage provided a contract that contained those provisions that you just mentioned, and that contract was approved by the Bankruptcy Court subject to receiving higher or better offers. The deadline to submit other offers expired yesterday. We received two (2) offers, one (1) of which did not encompass Royal Palm South. The other one (1) did. We have not had the ability, because we just received their final submission late yesterday, we haven't gone through it. I can't tell you for sure whether that provision is in the other party's contract. If it was important to the Board that such a provision be in everybody's contract, that would be important for us to know, because we have to evaluate the offers. And if that's something that is of concern to the Board that such a provision be in there, we'd like to know that so that we can properly evaluate the offers, because they may not be 100% apples to apples.

Chair – I think that would be very important to this Board that that be included. And, I did not get the name of the bidder that you had mentioned, please.

Mr. Wahl – Faithful Heritage Holdings, Inc, which my understanding from the Department, and they could probably confirm this, does hold a license in Florida for other facilities.

Chair – Thank you. But, to go back to the Consumer Protection Trust Fund I think it would be imperative that that be included in any of the bidders' proposals.

Mr. Wahl – Yes, Your Honor, sir. And we understand that. And, maybe a possibility is that if you all approve our petition, that it wouldn't be subject to the contract, whatever is determined to be the highest or best offer, contain that the ultimate purchaser will not make the claim against the Consumer Protection Trust Fund. If that's the case, that's very important for us to know for when we evaluate the contracts.

Chair – I thank you for that offer and that suggestion. I think it would be well received by the Board.

Mr. Hall – Mr. Chair?

Chair – Go right ahead, Mr. Hall.

Mr. Hall – If I could just be indulged on a couple questions. I agree with Mr. Chair. However {inaudible} the consumers' rights to apply to that trust fund? Do we have the right to tell the consumer that they can't apply to the Consumer Protection Trust Fund, or is there an issue there?

Mr. Wahl – Sir, {inaudible} that it is a waiver of a consumer's right, but it would be a right for the purchaser of the facility to exclude any preneed contracts and then tell the consumer they've got to go look to the Consumer Trust Fund. Rather, they're saying, we're assuming all of the contracts, and we assume the liability in that we will, the bankruptcy purchaser, will not make a claim to the Consumer Trust Fund.

Mr. Hall – Two (2) things. I think you would want to see the financials on this company to make sure they can backup that guarantee. Secondly, I still wonder do you have the right to take away a consumer in Florida's ability to go to a Consumer Trust Fund. That's what it was built for, to protect them. I agree, if we can do this, it's appealing. But, I don't know that that's

giving protection to the consumers of Florida. It's easy to say that, as this company is coming in we'll back it up. We've not seen financials, which we normally would to approve an establishment license or anything for this, so we don't know what we're doing here. We're kind of shooting in the dark. My other question was {inaudible} been doing accounting on this for you all?

Mr. Wahl – Let me address the first point, and the trustee can address your second point. With regards to the first point, again, I don't think anything in the contract to sell the facility can impact the consumer's right to seek a claim against the trust fund. What we're saying is that that contract by Faithful Heritage is a blanket assumption of all preneed contracts, regardless of whether it's on the Department's report and also to the extent so that if there is some kind of deficiency, the purchasing entity would not make any claim to the Consumer Trust Fund. But that does not affect the consumer's right to go against your trust.

Mr. Hall – Well it still could have an impact on the {inaudible}. If you're saying the consumers have that right, but they couldn't collect from this entity purchasing, it will go to the trust fund. So, what you're saying sounds good on paper, but it's not going work. It doesn't prevent that consumer from going to and they have the right to know that they're not going to be affected in our trust fund that way, but it doesn't make sense to me unless I'm missing something. Because you're saying if this company doesn't pay it, and they don't back it up and honor these preneeds, and you will have some that will show up, as the gentleman said earlier. You're going to have people show up and say, well, this was my wife that was buried somewhere else, I'm giving it my cousin, I'm giving it to this one or that one. So, you're going to have those people show up, and with the records that was at the facility, I think you're going to have some of that, but what you're saying is there's still an option to go to the trust fund.

Mr. Wahl – What I'm saying here, sir, is that the contract requires the purchaser to honor all those contracts regardless of whether or not they're on that list. Yes, if that entity, ultimately down the road, were to file bankruptcy and could not pay those contracts, yes, we can't bind the consumers from preventing that, but what we can do and what is being bound is the purchaser is being bound to assume all, a blanket assumption of all the preneed contracts, all those obligations. And so, if that's a requirement and a concern of the Board that a blanket assumption be in there, then we understand that and would like to have guidance from the Board for when we evaluate the contracts.

Mr. Hall – What I'm trying to say is we have a cemetery that's on our agenda today that shows we're paying out funds from that trust fund, and 9 out of the 10 came from a cemetery that's been purchased where they guaranteed it like your proposal, like you're saying now. The new company came in and said we're responsible for all the preneed accounts, et cetera, and 9 out of 10 of our claims today are from that same cemetery. So, it sounds good to say we won't affect your Consumer Trust Fund here, if you approve this, but we'll take this money. You know, like they say, the proof is in the pudding. Look at our numbers today and see where those claims are coming from.

Mr. Wahl – That would be true, and I would think that the new purchaser has, as part of there provision to submit to be a qualified buyer, had to provide proof of funding to acquire these items. They did, so I would say that that entity is more financially stable than the entity that is in bankruptcy.

Mr. Hall – That's probably a fair assumption, but that isn't setting the bar too high. I mean, for the consumer, we're looking after the consumer. If that entity does go down and that happens, that they had to trust fund or something to go to ensure the family that you're going to be taking care of. Is FSI still doing the accounting? Is that who's been doing the accounting on the trust?

Mr. Murphy – Yes, sir. This is Stan Murphy again. FSI was already. I think it's been in place since 2004, as I understand it. And, I just want to add something to what you were discussing with Mr. Wahl, if you will allow me. Again, we're leaving \$914,000 in here for these few that are remaining. That's a substantial cushion. I believe that a very large part of that \$914,000 will never be used. And it's going to be a cushion to cover anything that can happen. Again, it cost Work & Son \$345 to fulfill one (1). There's enough in here for 2200 more contracts. They would have to just be raining down contracts out of nowhere for this to happen.

Mr. Hall – Are the companies separate entities, or are they under one umbrella?

Mr. Murphy – They're separate entities, but for the bankruptcy, Mr. Wahl can add to this, it's a consolidated bankruptcy, but there is a separate C-Corp, I believe, for all the locations. Is that correct, Mr. Wahl?

Mr. Hall – He's muted.

Mr. Murphy – Bob, you're muted. Well, I can answer that. They are separate companies. Each one filed a separate bankruptcy, so I know they're separate companies.

Ms. Wendy Wiener – Mr. Brandenburg and Mr. Hall? On behalf of FSI, I'd like to address Mr. Hall's question about whether these records were maintained by FSI. Would you allow that?

Chair – Ms. Wiener, go right ahead.

Ms. Wiener – Thank you. So, the Work & Son properties are FSI client firms. However, at FSI, as some of you Board members may know, you can either be a client with a direct account where FSI does not maintain contract level data, or you can be a typical FSI client firm. The Work & Son properties were held in a direct account. FSI did not have any contract level of data associated with the majority of the contracts that were administered by FSI. So, to the extent that you are looking for some sort of validation or validity from FSI related to these funds, that is not available. I'm not taking issue, per se, with what the bankruptcy trustees are saying. I'm just saying, this is not your typical FSI client firm.

Mr. Hall – So, it wouldn't give a breakdown, Wendy, like normally? He addressed the issue earlier with the massive amount of interest earnings there, and in a category FSI will produce for us, some of that goes into capital gains, which we've had that discussion for years now. Is your opinion that, and I don't know if Bill is on the line, would some of that interest be classified under capital gains and not allow them to pull that?

Ms. Wiener – I cannot speak to that, per se. I know on the trust statement, I believe the trustee would have been able to distinguish between what our earnings and what our capital gains are. So, I don't think that is as much an issue here as just simply that FSI doesn't have contract level data for the vast, vast majority of the contracts. So, for instance, over the course of years when a preneed contract fulfilled, Mr. Work sent a transmittal request to FSI and funds were disbursed, because FSI didn't have its normal capacity to check against the funds to make sure that those were accurate funds. The licensee was in essence keeping its own records. And so, this effort by the trustees really appears to be the first time that all of the contracts for a given location have been, you know, examined one after the next.

Mr. Hall – The Board anxiously awaits a change of ownership here at this location. I think that's a definite. However, the bids are going to be in and this will be closed out on Monday. Wouldn't we hold on this decision today until we see what happens on Monday, since we're that close to the finish line?

Mr. Wahl – The process will be, on Monday there will be, for lack of a better term, an auction among the three (3) qualified bidders. Although, one of them is not really an issue here, because they're not involved with Royal Palm South. The parties will then have the opportunity to increase or modify their bids to do that. After that is concluded, the Trustee will select what he and his business judgement determines to be the highest or best offer. On Tuesday, it will be presented to the court, and then the court will be the ultimate one who makes the determination of who the highest or best offer is.

Mr. Hall – So, do you anticipate this money being drawn out, or being in that account?

Mr. Wahl – We don't anticipate being drawn out. I will say that to be a qualified bidder, the parties, the qualified bidders had to submit an application for licensure with the Department. It's my understanding that all three (3) have done that.

Mr. Helm – You misunderstood the question.

Mr. Wahl – Ok. Sorry.

Mr. Hall – Yes. The question is, if I'm bidding on this property, now I'm surprised that you just took \$2 million out as I've been looking during the due diligence period at what's in these different trust accounts. And once I get the winning bid then all at once I see there's \$2 million missing.

Mr. Wahl – They are aware that this may occur. Yes, the contracts, the stalking horse contract specifically provides that this process will take place. They understand that trustee believes that they are overfunded. They have gotten, in the data room, workpapers that show how much. I believe the prior submission we did for the February meeting was in the data room available for them. We've had discussions with the stalking horse concerning that. We've also discussed with the other purchaser with Royal Palm. They're aware. Their contract has that provision. At least, their initial draft did. It recognizes that we're going through this process. That we believe that they are overfunded. So, yes, they're aware that this is going on.

Mr. Murphy – Mr. Wahl, I'd like to add too that that this has been known to the parties for months that we were going through this reconciliation process. I believe this was in our bankruptcy plans, our Plan of Liquidation we submitted and all. I've spent hours myself, personally, with some of the buyers on this very issue. And I want to add one thing. You asked me earlier the question if FSI kept the records, and I apologize for that. I did not realize you meant if they were keeping the records for the individual contracts. No. FSI does that for about three (3) or four (4) of the funds. We have about eight (8) or ten (10) preneed funds, They do that on some of the smaller facilities, but they did not do that on Royal Palm South. So, I'm sorry if I gave you the wrong impression on that.

Chair – I'd like to ask you a question about the \$1.8 million.

Mr. Murphy – Yes?

Chair – Does that go into the assets of Royal Palm South, should we approve that?

Mr. Wahl – Yes. It is property of the Bankruptcy Estate that would be used and distributed in accordance with the bankruptcy laws and court orders.

Chair – Thank you.

Mr. Helm – Mr. Brandenburg?

Chair – Go right ahead, Mr. Helm.

Mr. Helm – I guess I'm going to have to show my ignorance, because I'm a little bit lost here, So, I will try to clear myself up. You just said that it's distributed between who?

Mr. Wahl – The funds will come into the bankruptcy estate.

Mr. Helm – Ok.

Mr. Wahl – There is a plan of liquidation that if it's confirmed, that's also set for hearing tomorrow, that those funds along with other available funds to the trustees' such as the sale proceeds from the facilities, will then be distributed in the courts with the terms of that plan, if that plan is approved, per bankruptcy court rulings.

Mr. Helm – So, this money is not going to be used for the care and maintenance of the cemetery?

Mr. Wahl – These funds are preneed trust funds. They're not tied to a care and maintenance.

Mr. Hall – Mr. Helm, he's saying it's not going to go towards the betterment and improvement of the mausoleums and the problems that's there. It going to go to the creditors, correct?

Mr. Wahl – Correct. Whatever the terms of the plan are.

Mr. Helm – That's what I was trying to understand.

Mr. Wahl – I would just like to point out that the contracts, using the stalking horse because that's the one I'm more familiar with, again they are aware of the mausoleum issues that those mausoleums aren't currently being worked on.

Mr. Helm – Let's not go chasing rabbits. Let's stay where I am, please, sir. The questions are answered. So, for the other gentleman, Mr. Murphy?

Mr. Murphy – Yes, sir?

Mr. Helm – You spoke of the contract for \$345. What are you going to do for \$345?

Mr. Murphy – Well, on that sir, I meant to mention that, if I didn't, I was talking about what it cost us. In a recent 12-month period, the average cost to fulfill the preneed contract for Royal Palm South averaged that, over twelve (12) months. But, what that primarily consist of is the merchandise costs, because all of Work & Son's employees are salaried, if you will, and we don't track separately, the cost to do an opening and closing. And that's our largest service cost. So, I guess it does technically cost us something for their labor, but it's a minor cost. I mean, an opening and closing, it's just not a lot of hours. It would certainly not be significant. In terms of the numbers we're talking about here. So, that \$345 is the average cost to purchase the merchandise. And again, we don't have that much merchandise in our preneed contracts, particularly at Royal Palm South. A big share of it is the opening and closings That's why that number is low. And I know that sounds low, but if we tracked it, I don't want to say it's \$20, or if it's \$40, but I do strongly believe it's a minor amount for the labor itself.

Mr. Helm – Yes, sir. But I was just trying to figure out what you're doing with \$345. I can't figure out noting, to be honest with you. You can't buy a marker. You can't...

Mr. Murphy – Right. I'm sorry. I'll stop interrupting you.

Mr. Helm – That was all right, but I don't know how you can arrive at that figure for anything.

Chair – Mr. Helm, I think that Mr. Murphy declared that very few of the contracts contained any merchandise at all. That it's a vast majority of just opening and closings.

Mr. Murphy – That's the best correct. And that average includes all the ones with no merchandise but, again, the merchandise that's purchased in the cemetery is not expensive. Occasionally, there's a casket that costs quite a bit, but it is few and far between and the caskets that are bought at this facility are generally, and I'm just going to say it, very low priced. So, and that combined with the ones that have no merchandise in them, it gets you down to, and actually the number was a little bit less than \$345. I use \$345 just to go with a little higher number. This is, and I'm going to just call it a low-cost cemetery. I don't know how else to say it. It's not what you're going to see in a lot of other cemeteries. It's relatively low-cost and the type of contracts that were being offered during this time, overall were probably below your typical industry amounts. I looked at all these numbers for that 12-month period. I can assure you it was less than \$345. I looked at every one of them.

Mr. Hall – I'll reiterate what Mr. Helm is saying.

Mr. Murphy – I looked at every one that was in the 12-month period. I'm sorry. That's what I was talking about. There were about thirty-seven (37) of them, I believe, or thirty-six (36).

Mr. Hall – We're here for you. We want to help you, but I think what Mr. Helm was saying, if it's even opening and closings, you still have maintenance and equipment to do that. And for \$345, that's why there's a bankruptcy issue, and that's why the cemetery has been maintained at the level that has, et cetera. So, I think, if I understand right, Mr. Helm, that's what you're trying to figure out. What are we getting done for \$345, because it's just not the maintenance of operating that piece of equipment? It's the maintenance and fuel, etc. So, that's what I think he's trying to figure out, as all of us are.

Mr. Murphy – Yes. I understand. I actually didn't count that there would be some maintenance cost in there. I know there's some equipment that's used. But, yes, I did not put stuff in there for that, and again, it doesn't include the labor, because we

believe the labor would be very, very, inexpensive. Can I just add to a recent question? So, you mentioned the mausoleums. We're spending \$700,000 plus, and we do have the funds to provide them to rebuild these mausoleums. There's three (3) at Royal Palm South, and it's a significant contract. I don't know when any of you last seen the cemetery, but certainly it looks different than it did before we became involved. The roads are paved. The place looks a whole lot better. These three (3) mausoleums will be a major league improvement to have {inaudible}. And I've been writing checks the last couple of months for those. I can assure you that there is money in the estate available to pay for the mausoleums without having to use this preneed money that we're requesting to have withdrawn from this fund.

Chair – Board members? Are there any other questions or comments? We do have before us a Petition of the Chapter 11 Trustees for a withdrawal of about \$1.8 million. Is that correct, Mr. Wahl?

Mr. Wahl – The exact number I believe was \$1,793,670.

Chair – That's kind of close to \$1.8 million. So, Board? What's your pleasure, and is there a motion?

Mr. Hall – Can you all explain to me again why we would not wait until the contracts are approved next week? My thought is, if I was a buyer and I bought the properties, and Mr. Murphy tells me that you're going to come back and apply for the overages on the other locations, too. I'm trying to figure in my mind, how do those companies making the offer calculate what they need to offer, because you may come back and pull more and deplete that? Not for the cemetery or not for the trust funds, but for the creditors. I'm from Kentucky, I'm slow. So, why wouldn't we wait till next week?

Mr. Wahl – There's a {inaudible} hearing, also set for Tuesday. So, there's two (2) things set for the bankruptcy court. One is the auction and the approval of the sale to whoever deemed to be the highest and best bidder. And the second would be the confirming of the plans of liquidation. The funds that, if you award these, may have impact on confirmation in the bankruptcy case.

Mr. Hall – Can you tell me this? What is the amount owed to creditors? What is it for? What's securing that? Is it the cemeteries?

Mr. Wahl – Stan?

Mr. Murphy – There's, and I'm trying to remember, but I don't remember what the exact amount is, Mr. Crohn is on the line and he may. I just don't have those numbers in front of me, But, there's some typical trade creditors. There's an IRS debt that was a pre-petition. I think one trade creditor is around \$300,000 or \$400,000. That and the IRS are the big ones. But, Mr. Crohn, I can't remember what the total unsecured are. Emma Riotous, about a \$1.7 million or \$1.8 million?

Nicholas Crohn – {inaudible}

Mr. Murphy – I'm sorry, Nick? Go again.

Mr. Hall – Are there mortgages on the cemetery?

Mr. Murphy – There are no mortgages on the cemetery. I can answer that. No. And I want to be careful too, I'm talking about the entire estate, That's not just for Royal Palm South. We may have it, but we've never used the parts of the unsecured claims of the creditors that are for Royal Palm South. This is a consolidated case. So, those numbers I was talking about are for all the facilities and all the companies, not just for Royal Palm South. And I said before that we will likely use some of this money on the mausoleums. I think I'd said before that we don't have to have it, but if we're able to obtain this, we can certainly use it to finish out the contracts on the mausoleum, but if push comes to shove, we don't have to have it. But, certainly the first thing we're going to use it for the remaining payments for the contractors, on those three (3) mausoleums, which, again, is \$700,000 or \$800,000.

Mr. Wahl – If I could clarify that point. I believe the contracts provide that to the extent that there remains any unfunded portion for completing the contracts on the mausoleums, the purchaser gets the credit towards the purchase price at closing for any unfunded, you know, any portion, because we don't know if 100% sure that prior to closing, the mausoleums will be

completed. But, the contracts provide for, the stalking horse contract provides that they would get a credit for to the extent that the unperformed work's not been completed under the approved contract.

Chair – It would seem to me that the methodology that was used to determine this was as good of a methodology as we could possibly expect. I note, too, that the Division has no objection to the methodology or the figures. It's very, very difficult to obtain an exact number, but the methodology that was used seems to be as concise as we could possibly expect. I would like to propose that we make a motion to accept the petition.

Mr. Clark – Mr. Chairman, may I ask one quick question?

Chair – Is that Mr. Clark?

Mr. Clark – Yes, sir.

Chair – Yes, please do.

Mr. Clark – I'm not sure if this question for Mr. Wahl or maybe Ms. Munson as our Board representative. But, if it isn't approved, are there any other legal avenues that the Bankruptcy Court could take to try to release these funds? I thought I understood Mr. Murphy to say that this was the only channel to get those funds released, so I want to make sure I understand that. Is this the only way to release the funds, or is there another channel?

Mr. Wahl – {inaudible} Bankruptcy Court. I'm sorry.

Ms. Munson – I was just going to say that that would be a question for Mr. Wahl, because the Board has no authority over what bankruptcy Court does.

Chair – Mr. Wahl, please respond.

Mr. Wahl – I'm not sure how to answer that, and the reason why I say that is the claim and the funds would be considered, we believe, to be property of the bankruptcy estate. So, could we ask the bankruptcy court to direct the release of the funds? I'm not saying that that's not out of the possibility. I just don't know if the Court would find for sure that it had jurisdiction or would defer to the Board. I don't know the answer.

Chair – So, we do have a motion before the Board.

MOTION: The Chair moved to approve the petition. Mr. Jones seconded the motion, which passed unanimously.

Chair – Thank you, Mr. Wahl. Thank you, Mr. Murphy.

Mr. Wahl – Thank you, Board. May we be excused.

Chair – You are excused.

Mr. Murphy – Thank you.

Mr. Wahl – Thank you, everyone.

19. Executive Director's Report
A. Operational Report (Verbal)

Ms. Simon – Ms. Schwantes?

Ms. Schwantes – Mr. Chairman, if I may?

Chair – Go right ahead, Ms. Schwantes.

Ms. Schwantes – Thank you very much. So, I want to give you an update on legislative items. We are now in the 2021 regular legislative session, which began on March 2, 2021. The following that I give you will be the update on the bills we've been monitoring that were reported on before. Because we have discussed them during the last few meetings, unless there are questions, I'm not going to provide a detailed explanation of the bills we've already discussed, just the status.

The Deregulation Bill is HB0471/SB0344. We've talked about this one in the past. The status is the House Bill must go through four (4) committees, rather than the regular three (3). It is now in a subcommittee, which is the Regulatory Reform Subcommittee, which is part of the first committee it has to pass. So, it's still in the early stages. It has been there since February 8, 2021, with no action and no hearing date set. The Senate Bill is still in the first of its three (3) committees – the Governmental Oversight and Accountability Committee. It has been there since January 11, 2021, with no date set for its review. So, right now that bill is not moving pretty fast, if at all.

The Abandoned Cemeteries bill, which is HB0037/SB0222. The status is that the House Bill remains in the first of its three (3) committees, the Government Operations Subcommittee. It has been there since January 15, 2021, with no date set for its review. The Senate Bill passed the first of its three (3) committees, the Governmental Oversight and Accountability Committee, on February 17, 2021. It is now in its second committee as of February 22, 2021, the Appropriations Subcommittee on Transportation, Tourism, and Economic Development. No date is set for review.

The Animal Cremation, which is HB1095/SB0526. The House Bill was just filed on February 17, 2021. It is in the first of its three (3) committees, the Regulatory Reform Subcommittee, and no date set for review. The Senate Bill passed the first of its three (3) committee stops, the Agriculture Committee, February 4, 2021 and is now in the Judiciary Committee, with no date set for review.

The COVID-19 Liability Shields for Businesses is HB0007/SB0072. I know a lot of you have been eyeing that one closely as well. The House Bill has passed all three (3) of its committee stops. It is now set on the House's "Special Order" Calendar for today and is likely to pass as amended. The Senate Bill just passed the second of its three (3) committee stops, which is the Commerce and Tourism Committee, on March 2, 2021. It next will appear before the Rules Committee.

So, the new bill that we're following, a couple of new bills, but the first that I want to talk about has to do with the Final Disposition of Fetal Remains, HB1437 (Rep. Barnaby) and SB1984 (Sen. Baxley). These bills essentially are to deter abortions. That's the best way to put that. As it affects our industry, they require that fetal remains from surgical abortions at an abortion clinic are to be disposed of "humanely" by cremation or interment. It provides that a pregnant woman who has a surgical abortion has the right, and must be notified of this right, to determine the final disposition of the fetal remains & location for final disposition. It requires an abortion clinic to determine the final disposition of fetal remains if the pregnant woman decides not to make such determination. It expands the definition of "fetal remains," "abortion" and other terms to include the surgical removal of a zygote, blastocyte, and embryo, as well as a fetus and requires that a final disposition form be completed for each that is removed. The abortion clinics must obtain the appropriate form and consent, if applicable. It requires that the cremation of fetal remains occurs in a crematory facility. If the pregnant woman chooses a provider that is not on a list provided to her by the abortion clinic, then the pregnant woman pays for those services, the cremation or the interment. But, if it is on the list that is provided by the abortion clinic, then the abortion clinic would pay for the final disposition. It provides penalties, and one who knowingly violates the section is guilty of a 1st degree misdemeanor.

As to the crematory facilities, there are further provisions within the bill. It defines crematory facility to be the same as cinerator facility under s. 497.005, F.S. An operator of a crematory facility that cremates fetal remains for an abortion clinic may not cremate fetal remains without receiving a copy of a properly executed supplemental notification form as described and may not dispose of the cremated fetal remains by a means other than: placing the remains in a grave, crypt, or niche; scattering them in any dignified manner, including in a memorial garden, at sea, by air, or at a scattering garden; or any other manner in accordance with state law. They may not arrange for the transfer or disposal of the cremated fetal remains by a means other than those just described. An operator of a crematory facility is not required to secure a fetal death certificate, a burial-transit permit, or a cremation authorization form. We are still in the initial stages of analyzing this bill, as it affects the death care industry, but it is one that I think we all want to follow. If passed, the effective date is July 1, 2021. The HB filed

February 26, 2021. Committee references were not assigned as of yesterday. The SB was filed March 1, 2021. Committee references not assigned as of yesterday. So, very initial stages there.

I'm very pleased to report that the Department's Agency Bill has been filed. That is HB1209 (Rep Fetterhoff) and SB1408 (Sen Burgess). As always, the Agency Bill involves multiple Divisions and topics. As relates to Chapter 497, the bill includes three (3) items, which were proposed last year as well. The first has to do with Board Membership and Appointment Process. The proposed changes will reduce the number of nominees which must be submitted to the Governor by the CFO for each Board position, changing it from the required three (3), which is in current statutes to 1-3 for each position. It changes the requirements regarding the CPA consumer representative on the Board to potentially result in more interest and applicants for this position. It would change the method used to determine a quorum of the Board for purposes of conducting its business. Currently, as you all know, six (6) members are required to constitute a quorum. The proposal makes it the majority of those eligible to vote, and by that it means those who are present and have not had to recuse themselves. It clarifies that meetings may be held via communications media technology, such as videoconferences, and eliminates the requirement that the Department adopt rules regarding the forms and procedures for application to the Board.

We have an additional proposal that expands disqualification of applicants based upon criminal background. The proposed changes will clarify and expand the ability to disqualify applicants from licensure under Chapter 497 based upon criminal history while still allowing the Board to grant an exemption from the disqualification based, for example, on youthful indiscretion.

And, finally, we have proposed additional efforts regarding Unlicensed Activity. The proposal clarifies certain types of unlicensed practice and adds provisions which will make unlicensed activity in the death care industry a felony of the third degree, instead of the current misdemeanor. This is expected to more effectively deter such activities and protect the public. The House Bill was filed on February 28, 2021. It has been assigned to the first of its three (3) committees, the Insurance & Banking Subcommittee, but no date yet set for review. The Senate Bill was filed on February 18, 2021. It will go before the first of its four (4) committee stops, the Banking and Insurance Committee, but no date set for its review, as of yesterday. So, that is the legislative update, unless there are questions about any of that.

I have no news about the Board Appointment Process.

I want to discuss COVID Vaccination Priority issues. Governor Desantis has recently entered a series of Executive Orders relating to COVID-19 and the vaccine distribution. The first is an Order extending the State of Emergency relating to COVID for another sixty (60) days from February 26, 20/21 (Executive Order #2021-45). The second is an Order clarifying the prior Phase 1 Vaccine Distribution Order regarding the ways in which those who are under 65 with underlying health conditions may obtain vaccinations (Executive Order #2021-46). It was entered on February 26, 2021. The third is an Order amending the prior Vaccine Distribution Order to specifically include K-12 school employees 50 years of age and older, Sworn law enforcement officers 50 years of age and older; and Firefighters 50 years of age and older. Funeral directors or other licensees have not been mentioned in any of these vaccine orders. The latest Order provides that Florida remains in the first phase of the vaccination rollout. The Department previously submitted a letter to the Division of Emergency Management requesting that our individual licensees be prioritized for purposes of obtaining the vaccination. No response has been received to that letter. However, we understand that some counties are permitting licensees who are under 65 or do not fit in any of the other categories to still obtain vaccines on the basis that they are considered in the same category as health care personnel. It seems to vary from county to county. We recommend that any of our licensees who are interested in obtaining the vaccine, and do not fit in any of the categories, that they consider taking with them to their appointment, the paperwork which basically held that licensees are in one of the essential categories, and that might help them. We will continue to update you as matters change, and like everyone, we hope that the new vaccines that have been approved will expedite the rollout. Our next Board meeting will be a Videoconference meeting on Thursday, April 1, 2021. This ends the Operation Report. Thank you, Mr. Chair.

Chair – Thank you, Ms. Schwantes. Any questions of Ms. Schwantes on her rapport?

Ms. Schwantes – Thank you, Board members.

Chair – Thank you.

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

Ms. Simon – This is informational only, if there are no questions.

Chair – I do have a comment. Mr. Hall, as you noted, on there for Holmes Funeral Directors, let's remember that counselor Butler told us that that would be paid shortly. So, let's remember to monitor that, and we're certainly taking Mr. Butler at his word.

Mr. Hall – It's two (2) months overdue at this point.

Chair – I'm sorry?

Mr. Hall – Two (2) months overdue at this point.

Chair – I'm sorry, I didn't understand.

Mr. Hall – It looks like it's almost two (2) months overdue at this point.

Chair – Yes. I see that it's been sent to the OGC for collection. So, thank you for bringing that up earlier, Mr. Hall.

Monthly Report of Fines and Costs Assessed and Paid
 Division of Funeral, Cemetery and Consumer Services
 Date of Board meeting: March 4, 2021
 Date report was prepared: February 23, 2021

Licensee	Board Meeting	Case No.	Total Fine & Cost Due	Date Due	Paid in Full?	Comments
Going Home Cremation Services, Inc	1/7/2021	239742-19-FC	\$3,000	3/15/2021		
Alexander Funeral Home	1/7/2021	270659-20-FC	\$1,500	4/27/2021	Yes	
Donald D. Alexander	1/7/2021	270662-20-FC	\$1,500	4/27/2021	Yes	
Chestnut Funeral Home	1/7/2021	254987-19-FC	\$2,500	2/26/2021	Yes	
Charles Chestnut	1/7/2021	261483-20-FC	\$2,000	2/26/2021	Yes	
Anthony Siders	1/7/2021	269133-20-FC 269187-20-FC	\$2,000	3/15/2021		
Brown Memorial Funeral Home & Cremation Service LLC	3-Dec-20	243275-19-FC	\$300	1/24/2021	Yes	
JL Locke & Company	3-Dec-20	243567-19-FC	\$300	15-Jan-21	Yes	
Richard L. Macon Funeral Home, Inc. d/b/a Freeman Funeral Home	3-Dec-20	243147-19-FC	\$300	18-Jan-21		
Floyd Brian Garrett	3-Dec-20	261898-20-FC	\$1,500	15-Jan-21	Yes	
Miami Funeral Services & Crematories d/b/a National Funeral Homes	3-Dec-20	243581-19-FC	\$4,000	1/22/2021	Yes	
Holmes Funeral Directors	3-Dec-20	285585-20-FC & 258293-20-FC	\$5,000	1/22/2021		SEND TO OGC
Callahan Funeral Home Inc.	3-Dec-20	243532-19-FC	\$300	15-Jan-21		SEND TO OGC
Jay Funeral Home	3-Dec-20	243330-19-FC	\$300	15-Jan-21	Yes	
Brandon Cremation and Funeral Services Inc	5-Nov-20	255669-19-FC	\$500	12/21/2020	Yes	
A L Hall Funeral Directors Inc. d/b/a Tillman Funeral Home	5-Nov-20	254434-19-FC	\$2,000	2/22/2021		SEND TO OGC
Isaac Miller	5-Nov-20	260760-20-FC	\$2,000	1/1/2021		SEND TO OGC
Florida Cremation Services LLC d/b/a Valles Funeral Home and Crematory	5-Nov-20	254489-19-FC	\$3,500	12/21/2020	Yes	
Maykel Ribalta	5-Nov-20	254491-19-FC	\$3,500	12/18/2020	Yes	
Alternative Transportation Services	5-Nov-20	267466-20-FC	\$1,750	1/15/2021	Yes	
Carriage Florida Holdings Inc. d/b/a All Cremation Options	5-Nov-20	258265-20-FC	\$300	12/21/2020	Yes	
Carriage Team Florida (Funeral) LLC d/b/a Conrad & Thompson Funeral Home	5-Nov-20	255950-19-FC	\$850	12/21/2020	Yes	
Michael Williams	5-Nov-20	217639-17-FC	\$5,000	2/16/2021	Yes	

Affordable Cemetery Monuments, Plaques & Property	5-Nov-20	270186-20-FC	\$1,500	12/21/2020	Yes		
Tri County Mortuary Transfer Services	5-Nov-20	243586-19-FC	\$300	1/15/2021		The license has gone invalid	
Coleman's Mortuary	5-Nov-20	243324-19-FC	\$2,000	1/1/2021	Yes		
St. Fort's Funeral Home, Inc	5-Nov-20	244271-19-FC	\$2,500	1/1/2021	Yes		
Evans St. Fort	5-Nov-20	244273-19-FC	\$2,500	1/1/2021	Yes		
R. Butts, Inc. d/b/a Butts Memorial Chapel	1-Oct-20	256607-19-FC	\$1,500	27-Apr-21	Yes		
Rickey Sharnard Butts	1-Oct-20	256616-19-FC	\$1,500	27-Apr-21	Yes		
Lisa DeGiovine	1-Oct-20	269799-20-FC	\$1,500	20-Nov-20	Yes		
Marc Brooks	1-Oct-20	255318-19-FC	\$4,000	15-Nov-20		SEND TO OGC	
Combs Funeral Home	1-Oct-20	258590-20-FC	\$1,500	15-Nov-20			
Camel Funeral Home	13-Aug-20	254447-19-FC	\$2,500	10/8/2020	Yes	SEND TO OGC	
Wilson Wolfe, Inc., d/b/a Sweet Dreams Memorial	8/13/2020	256163-19-FC	\$4,000	2/15/2021			
<p>A. When payment in full becomes past due, the FCCS Division works with the DFS Office of the General Counsel 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.</p>							

20. Chairman's Report (Verbal)

Chair – I have no report.

21. Office of Attorney General's Report

A. Attorney General's Rules Report (Informational)

Ms. Simon – Ms. Munson?

Ms. Munson – Nothing to add. We currently do not have any rules open for development. Based on some of the legislation, if some of it passes, there will probably be a great opportunity for rulemaking. My report is informational only. Thank you.

**BOARD OF FUNERAL, CEMETERY, AND CONSUMER SERVICES RULES REPORT
MARCH 2021**

Rule Number	Rule Title	Date Rule Language Approved by Board	Date Sent to OFARR	Rule Development Published	Notice Published	Adopted	Effective

There are no rules pending.

22. Public Comments (Verbal)

Ms. Simon – If anybody has a comment about an item on today's agenda, they can raise it now. Hearing no response, Mr. Chairman?

23. Upcoming Meeting(s)

- A. April 1st (Videoconference)
- B. May 6th (Videoconference)
- C. June 24th (Videoconference)
- D. July (TBD)

- E. August 5th (TBD)
- F. September 2nd (TBD)
- G. October 7th (TBD)
- H. November 4th (TBD)
- I. December 2nd (TBD)

Chair – Well, I see that our upcoming meeting is April 1st. I don't anticipate any April Fool's shenanigans on that, even though it does present an opportunity.

24. Adjournment

Chair – Board members, anything for the good of the cause? Anything you'd like to mention? Again, I really appreciate your diligence in going through the items and studying the packets. I'm always amazed at your strength in knowing what's coming before the Board and taking the time to study the information. So, without any other comment, I'll adjourn the meeting.

The meeting was adjourned at 12:57.