MINUTES
BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES
VIDEOCONFERENCE MEETING
June 24, 2021 - 10:00 A.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

Mr. Jody Brandenburg, Chair –Welcome to the Board of Funeral, Cemetery, and Consumer Services' Videoconference meeting. Today is June 24, 2021. Ms. Simon?

Ms. Ellen Simon – Thank you, Mr. Chairman. My name is Ellen Simon. I am the Assistant Director of the Division of Funeral, Cemetery, and Consumer Services. 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 their individual offices. 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 camera option 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 camera option 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 place their 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 using 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 call the roll:

Joseph "Jody" Brandenburg, Chair
Keenan Knopke, Vice Chair
Andrew Clark
Sanjena Clay
Lewis "Lew" Hall
Christian "Chris" Jensen
Ken Jones
Jay Lyons
Darrin Williams
John Williams

Also noted as present:
Mary Schwantes, Executive Director

Rachelle Munson, Board Legal Advisor
Marshawn Griffin, Department Legal Counsel
James Bossart, Department Legal Counsel
LaTonya Bryant, Department Staff

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

Chair – Thank you.

2. Action on Minutes

A. April 27, 2021 Board Member Training (Informational)

Chair – Is there a motion?

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

B. May 6, 2021

Chair – Is there a motion?

MOTION: Ms. Sanjena Clay moved to adopt the minutes of the meeting. Mr. Darrin Williams seconded the motion, which passed unanimously.

3. Old Business

A. Request for Waiver of Cemetery Late Fees

(1) Serenity Gardens Inc. of Santa Rosa (F328675) (Milton)

Ms. Simon – This matter is before the Board regarding the licensee's request for waiver of payment of late fees. Licensee's cemetery renewal fees were due to the FCCS Division by no later than December 31, 2020, but was, in fact, was received on March 24, 2021.

Chair – Ms. Simon, we have feedback.

Ms. Simon – May I continue?

Chair – Try it again.

Ms. Simon – Pursuant to s. 497.265(2), Florida Statutes, late fees are assessable in the aggregate amount of $600. Licensee submits a written explanation of the cause of the late filing and that written explanation is attached. In summary, Ms. Stone indicates that the notice of cemetery renewal was not received by email, therefore, the renewal fees were not paid by the deadline. It should be noted that Licensee's cemetery renewal fees were filed timely last year in 2020. All documentation is enclosed for the Board's review and consideration.

Mr. Keenan Knopke – Mr. Chair? I have a question.

Chair – Go right ahead, Mr. Knopke.

Mr. Knopke – Ms. Simon, when did we start notifying everybody of renewal fees via email only? Was it just this year?

Ms. Simon – Actually, Mr. Knopke, that's a good question. I think that that was incorrectly stated because I think the notification of the renewal fees was done via a hard copy and was not done via email this year.

Mr. Knopke – Ok. It was done by hard copy?

Ms. Simon – Yes, sir. I apologize for the error.

MOTION: Mr. Knopke moved to deny the request. Mr. Andrew Clark seconded the motion, which passed unanimously.

Mr. Knopke – Mr. Chair?

Chair – I'm sorry?

Mr. Knopke – Mr. Chair, this is Mr. Knopke again. I need to recuse myself for items number 4. A. (1) through (4) under disciplinary proceedings, and 4. D. (1), (2), (3).

Chair – Thank you, Mr. Knopke for that declaration. Ms. Simon?

Ms. Simon – Thank you, sir.

4. Disciplinary Proceeding(s)

A. Settlement Stipulations (Probable Cause Panel A)

(1) Hubbell Funeral Home: DFS Case No. 276846-21-FC; Division No. ATN-36058 (F040180)

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

Mr. Marshawn Griffin – Marshawn Griffin for the Department. Hubbell Funeral Home ("Respondent") is a funeral establishment, licensed under Chapter 497, Florida Statutes, license number F040180. The Department conducted an inspection of Respondent and determined that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $250 fine. 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 $250 fine. Mr. Ken Jones seconded the motion, which passed unanimously.

(2) Jerry Evans Funeral Home: DFS Case No. 280015-21-FC; Division No. ATN-36117 (F041396)

Ms. Simon – Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Jerry Evans Funeral Home ("Respondent") is a funeral establishment, licensed under Chapter 497, Florida Statutes. The Department conducted an inspection of Respondent and found that Respondent engaged in activities regulated under Chapter 497, Florida Statutes, with an expired license, and demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,000 fine. The Department requests that the Board accept this Settlement Stipulation.

Chair – Anyone representing Jerry Evans Funeral Home?

Mr. Jones – Mr. Chair, I have a question if I may.

Chair – Go right ahead.

Mr. Jones – Mr. Griffin, can you clarify just for my understanding the difference between A. (1) and A. (2), in why the fines are different?

Mr. Griffin – It's due to a drafting error on the part of the Department, and I apologize to the Board. It has been the Division's position that when a licensee has taken longer than thirty (30) days to renew their license that I will allege a violation of (1)(b)

and thus seek a $1000 fine. I did not realize that I did not fail to allege that violation in the first case until after the Respondent had already filed a responsive pleading, and so as such I proceeded accordingly.

Mr. Jones – If I may again, Mr. Chair? They fell under that same condition, correct, Mr. Griffin?

Mr. Griffin – Yes.

MOTION: Mr. Jones moved to reject the Settlement Stipulation as presented and countered with a $250 fine. Ms. Clay seconded the motion, which passed unanimously.

Chair – Thank you.

Ms. Rachelle Munson – If I may, Chair? I just wanted to know that the record is going to reflect that the stipulation as presented was rejected and the Board countered with a $250 fine. I'm assuming it's not an adverse resolution for the Respondent and the Department has no problem with it. I just wanted the record to clearly reflect and all who are present to clearly understand what the record should reflect.

Chair – Well done. I should have thought of that.

Mr. Jones – Thank you.

Chair – And that motion did carry.

(3) Phillips Mortuary: DFS Case No. 243521-19-FC; Division No. ATN-32445 (F040662)

Ms. Simon – Is there a representative, a Phillips Mortuary on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Phillips Mortuary ("Respondent") is a funeral establishment and an apprentice/intern training agency, licensed under Chapter 497, Florida Statutes. The Department conducted an inspection of Respondent and found that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $300 fine. The Department requests that the Board accept this Settlement Stipulation. If I may add, part of the reason for the differing amount of fine versus all the other cases is that this case arose under the 2018 failure to renew cycle prior to the promulgation of the new Disciplinary Guidelines in Rule 69K-30.001, Florida Administrative Code, which were promulgated on January 1, 2019.

MOTION: Mr. Hall moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a $300 fine. Mr. D. Williams seconded the motion, which passed unanimously.

Mr. Jay Lyons – Mr. Chair, if I may?

Chair – Go right ahead, Rabbi Lyons.

Rabbi Lyons – Thank you. I lost connectivity for A. (2), but I think I have to vote. I did want to vote in favor of the reduced fine of $250.

Chair – So noted. Ms. Munson, any comment on it?

Ms. Munson – I just want to make sure, did he say he lost activity?

Rabbi Lyons – Connectivity.

Chair – Ok.

Rabbi Lyons – Connection.

Ms. Munson – No problem. The record would just need to reflect that the vote included his approval.

Chair – Thank you. Go right ahead, Ms. Simon.

(4) Shane Obert Funeral Home, Inc.: Case No: 279998-21-FC; Division No. ATN-36128 (F054861)

Ms. Simon – Is a representative of this funeral home on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Shane Obert Funeral Home, Inc., ("Respondent") is a funeral establishment, apprentice/intern training, and has a preneed main licensed under Chapter 497, Florida Statutes, license number F054861. The Department conducted an inspection of Respondent and found that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $250 fine. 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 $250 fine. Rabbi Lyons seconded the motion, which passed unanimously.

Mr. D. Williams – Mr. Chairman?

Chair – Go right ahead.

Mr. D. Williams – I would like to state for the record that I served on Probable Cause Panel B, and I need to recuse myself for 4. B. (1) through (6).

Chair – Thank you for that declaration.

Ms. Simon – Mr. Chairman, if I may? I need to correct a statement I made earlier.

Chair – Go right ahead.

Ms. Simon – Apparently, in response to Mr. Knopke, the renewal notices are sent out by hard copy to licensees, but for cemetery licensees. Cemetery licensees received an email notification.

Chair – Thank you, Ms. Simon.

Ms. Simon – If I may?

Chair – Please, go right ahead.

B. Settlement Stipulations (Probable Cause Panel B)

(1) Archer Funeral Home, Inc.: DFS Case No. 278186-21-FC; Division No. ATN-36047 (F343752)

Ms. Simon – Is there a representative of the funeral home on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Archer Funeral Home, Inc., ("Respondent") is a funeral establishment licensed under Chapter 497, Florida Statutes, license number F343752. The Department conducted an inspection of Respondent and found that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license, and demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,000 fine. The Department requests that the Board accept this Settlement Stipulation.

Mr. Jones – Mr. Chairman?

Chair – Mr. Jones?

Mr. Jones – Mr. Griffin, is this the same as A. (1) and A. (2)?

Mr. Griffin – This is a licensee that took longer than thirty (30) days to renew. Yes.

MOTION: Mr. Jones moved to reject the Settlement Stipulation as presented. Mr. Hall seconded the motion, which passed unanimously.

Chair – Mr. Jones?

MOTION: Mr. Jones moved to counter with a $250 fine. Mr. Clark seconded the motion, which passed unanimously.

(2) CL Page Mortuary d/b/a CL Page Funeral Home: DFS Case No. 278183-21-FC; Division No. ATN-36042 (F041712)

Ms. Simon – Is there a representative of the funeral home on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – CL Page Mortuary d/b/a/ CL Page Funeral Home ("Respondent") is a funeral establishment licensed under Chapter 497, Florida Statutes. The Department conducted an inspection of Respondent and determined that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license and demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,000 fine. The Department requests that the Board accept this Settlement Stipulation.

Mr. Jones – Mr. Chairman, if I may?

Chair – Mr. Jones?

MOTION: Mr. Jones moved to reject the Settlement Stipulation as presented. Mr. John Williams seconded the motion, which passed unanimously.

Chair – Mr. Jones?

MOTION: Mr. Jones moved to counter with a $250 fine. Mr. J. Williams seconded the motion, which passed unanimously.

(3) Gause Funeral Home, Inc.: DFS Case No. 278141-21-FC; Division No. ATN-36035 (F092229)

Ms. Simon – Is there a representative of the funeral home on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Gause Funeral Home, Inc., ("Respondent") is a funeral establishment and is licensed as an apprentice/intern training agency, licensed under Chapter 497, Florida Statutes, license number F092229. The Department conducted an inspection of Respondent and determined that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $250 fine. 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 $250 fine. Mr. Chris Jensen seconded the motion, which passed unanimously.

(4) Metro Crematory, Inc.: DFS Case No. 278434-21-FC; Division No. ATN-35951 (F040361)

Ms. Simon – Is there a representative of the Metro Crematory on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Metro Crematory, Inc., ("Respondent") is a cinerator facility, licensed under Chapter 497, Florida Statutes, license number F040361. The Department conducted an inspection of Respondent and found that Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Respondent has prior discipline by way of Notices of Noncompliance, for unrelated violations, issued in case number 2009-1596892191 and ATN-29388, issued on April 10, 2009 and August 22, 2017, respectively. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $250 fine. The Department requests that the Board accept this Settlement Stipulation.

MOTION: Mr. J. Williams moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a $250 fine. Mr. Hall seconded the motion, which passed unanimously.

(5) Related Cases – ATN-33121

(a) Kutlesic, Julie: DFS Case No. 258270-20-FC; Division No. ATN-33121 (F052111)

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

Ms. Wendy Wiener – Yes, Wendy Wiener representing Ms. Kutlesic.

Ms. Simon – Thank you, Ms. Wiener. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. Julie Kutlesic ("Respondent") is a funeral director and embalmer, licensed under Chapter 497, Florida Statutes, license number F052111. Respondent is the funeral director in charge ("FDIC") of DeGusipe West Orange, LLC, d/b/a DeGusipe Funeral Home & Crematory ("DeGusipe"), a funeral establishment, licensed under Chapter 497, Florida Statutes, license number F079775. The Department conducted an investigation of DeGusipe and found that DeGusipe failed to obtain a consumer's signature on a contract and entered into a contract that failed to list, in detail, the items and services purchased. Respondent as FDIC of DeGusipe is subject to discipline based on DeGusipe's violation of Chapter 497, Florida Statutes. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,750 fine. The Department requests that the Board accept this Settlement Stipulation.

Chair – Board? There's someone trying to get the Chair's attention. I'm sorry.

Mr. Jensen – Mr. Chairman, I have a quick question for Mr. Griffin.

Mr. Griffin – Yes?

Mr. Jensen – Mr. Griffin, I read through this pretty thoroughly and I see a contract {inaudible} on the new contract. In s. 497.607, F. S., I don't see where a contract is required. The cremation authorization was signed, and that is required. I don't, I mean you can give your cremations away if you want to. So, I don't understand why a signed contract is required.

Mr. Griffin – So, here's what happened. So, basically, we have a situation where DeGusipe enters into a contract with consumer at T1. Consumer rescinds that contract at T2 and enters into a new contract. Consumer's unable to pay for contract at T2, and enters into a new contract at T3 for services. So, it's the Department's position that that third contract still needed to be signed by the consumer.

Mr. Jensen – Well, I understand that but in looking at it, if you look at s. 497.607, F.S., it says that the consumer has to make their desires known and M C stated that she requested a direct cremation. And she signed an authorization. So, I don't see where that contract is necessary. I mean, we're into this a lot with indigent cases and different things like that. No professional courtesy. I don't know if you have to have a signed contract, because I can't find.

Mr. Griffin – Well, S. 497.152(11)(a), F.S. says as such, but I defer to the Board's judgement on this matter.

Mr. Hall – Mr. Chair?

Ms. Wiener – Mr. Chair? Oh, I'm sorry, Mr. Hall.

Chair – Mr. Hall, go right ahead.

Mr. Hall – I agree with Mr. Jensen. My concern is this lengthy information that we went through in this case. Obviously, we have an individual who is confused. She {inaudible} representing her. She has a witness representing her in the depositions, but she had a contractual obligation with DeGusipe Funeral Home for a direct cremation. There's no question in that part. It was a direct cremation. Afterwards, the witness that was with her says that we need to let the church people view him, etc., and that's when it went into, as Mr. Griffin is saying, the T2. That was really never executed because the form that they had her sign says her payment has to be received to schedule the services. She never did that. So, I think it would go back to original cremation contractual obligation to do for this, but these things they keep challenging on, the good faith estimate, funeral homes do that on a weekly basis. {Inaudible} yesterday and they want to come in, they want information, they want it itemized, they want to take it home and visit with their family about it. So, those are given to families on a routine basis. So, it seems to me it would revert back to the original contract, the preneed contract that they had with them where they disclosed they wanted a direct cremation.

Mr. Griffin – I defer to the Board's judgement on what penalty to impose in this matter.

Ms. Wiener – Mr. Chairman?

Chair – Ms. Wiener?

Ms. Wiener – Thank you. I represent Ms. Kutlesic, and also DeGusipe Funeral Home that you'll hear about next. This case is very interesting, and I think it's fascinating that Mr. Jensen and Mr. Hall have both honed-in on this issue. What actually transpired is that the contract was presented to the widow. She refused to sign it, on the advice of her attorney, and now that's being used against this licensee, in this situation where they did actually fulfill the preneed contract that was entered into. So, we would certainly appreciate any consideration the Board would give to reducing the penalty in this manner.

Mr. Jensen – Mr. Chairman?

Chair – Go right ahead, Mr. Jensen.

Mr. Jensen – The big issue I have in this is that I would think that what we do here today has a ramification on the ongoing lawsuit against the funeral facility. And I'm afraid that if we impose a penalty upon that funeral facility, then that is going to hamper them possibly. You know, I think there's a civil suit as well. But it looks to me like the funeral home did everything possible to try to appease Ms. Campbell (M C). It looks like they did everything possible to appease her.

MOTION: Mr. Hall moved to reject the Settlement Stipulation as presented and eliminate the fine altogether. Mr. Hall seconded the motion.

Rabbi Lyons – Mr. Chair, can we ask a few more questions?

Chair – Yes, please.

Rabbi Lyons – Ok. Just before we vote, Mr. Griffin, can you quote again, Florida Statutes 497.152 and what?

Mr. Griffin – 11 A, as an Alpha.

Rabbi Lyons – So, (11)(a) says that the user {inaudible} written agreement, but it says that it needs to be approved and on already a previously approved written agreement. So, unless the Department who approves the cremation authorization and as a written agreement, then that means that we don't have a signed contract. I mean, and as far as the other issue, I'm not sure that this affects the civil case, because we have nothing to do with the civil case. All we care about is whether or not a contract

was signed. So, it's just a matter of the Department regulation. But it all boils down to is whether or not there was a proper contract signed. That's really the bottom line here. So, I'm not sure that we need to consider any civil ramifications of this. I don't know if that's our place even to do that.

Mr. Jensen – May I, Chairman?

Chair – I believe we need to make sure that we understand the difference between a cremation authorization and a sales agreement. You could have one without the other, of course.

Mr. Jensen – Absolutely.

Chair – And, Ms. Wiener?

Ms. Wiener – Thank you, sir. Rabbi Lyons, the contract that was initially signed, the preneed agreement was approved by the Board, and it was executed by the parties in this case. So, there was an executed contract in this matter. As Mr. Griffin correctly states, the widow wasn't able to pay for the services that she wanted, that were different than the contract that was initially executed. And so ultimately, the contract that was initially executed is the one that was fulfilled, which was for the direct cremation, and that was a signed contract. As for ramifications to the civil suit, Chapter 497 is clear that a violation of the statute can be a basis in a civil case, and I believe you can rest assured that the plaintiff's lawyer is looking to see what this Board does to take a cue in terms of moving its own case forward. That case is proceeding through the court system right now. The Division has been presented with the Motion for Summary Judgement on behalf of DeGusipe Funeral Home and with other materials that clearly show that this is a questionable case brought by the plaintiff, and we believe that the plaintiff is attempting to use the Board to further its action {inaudible}.

Mr. Jensen – Mr. Chair, may I?

Chair – Go right ahead.

Mr. Jensen – Yes. Again, and I do believe what Ms. Wiener stated that this is going to be used against the funeral home, and I think {inaudible}. If you look at 497.607, F.S., it says, "*Cremation; procedure required— (1) At the time of the arrangement for a cremation performed by any person licensed pursuant to this chapter, the legally authorized person contracting for cremation services shall be required to designate her or his intentions with respect to disposition of the cremated remains…"*, so that can be OK, and it goes on to say it can be written authorization, which would tie you to the cremation authorization. It doesn't say anything about having to be a contract. A contract only comes into play when you're actually selling something and she's agreeing to pay. You've already done that with the preneed contract, in my opinion. I just think we're on some dangerous ground. It seems to me like it's going to end up being a cash grab against the funeral home, and I'm a little hesitant to approve something like that, because it really looks like they did everything they could to appease this lady.

Ms. Munson – Mr. Chair? This is Ms. Munson. Just a quick question to clarify. I understand Ms. Wiener's information, but I was curious, by any chance, if the Respondent was present for this case to provide firsthand information as to what happened.

Mr. Griffin – The Department, if I may? The Department and Ms. Wiener are on the same page as, like, we are adopting the same version of events that back in 1985, MC entered into a contract with DeGusipe. After the Death of LC, MC rescinded that initial agreement, asked for a more expensive service, had to make payment within two (2) days, was unable to make payment by the explicit date on that second contract, and then entered into a new contract, or as the Board is finding, reverted back to the original contract. So, we're on the same page.

Ms. Munson – Thank you for the clarification.

Rabbi Lyons – So, Mr. Chair, if I may?

Chair – Go right ahead.

Rabbi Lyons – Ok, so what's the alleged violation?

Mr. Griffin – Well, the Department contends that the third contract is a brand-new contract. Now, the Board has disagreed with that presumption or has disagreed with that contention, but it's the Department's position that there was a third contract.

Ms. Wiener – But, Mr. Griffin and Rabbi Lyons, to that point, even if it were a brand-new contract, the fact of the matter is the reason it's not signed is because on the advice of her council, which she's testified to in deposition, she did not sign the contract, and now that's being used as a sword against the funeral establishment in furtherance of its action.

Mr. Griffin – I don't believe that she had retained Ortavia Simon on the date of the third contract. There was no attorney involved at all. That's the point I made that the third contract was entered into before there was any static between the parties. So, saying that she refused to sign it on advice of an attorney that she hadn't retained yet is a little, it's kind of putting the cart before the horse.

Rabbi Lyons – I don't understand. Why is that relevant? If the funeral home doesn't have a valid contract and they move forward, then they're providing a service without a valid contract.

Mr. Jensen – May I? And Ms. Wiener, maybe back this up, she states in her deposition that she didn't sign it because she felt nervous. I think the funeral home was fully legal in the right that they had a signed cremation authorization. The issue, Rabbi Lyons, is that she says the cremation was performed and she didn't sign the contract. A contract wasn't needed. She had already signed the cremation authorization and the funeral home was legal to go ahead with the cremation, which they did, in my opinion.

Rabbi Lyons – So again, there's no allegation that they cremated him without permission?

Ms. Wiener – No.

Rabbi Lyons – Nobody's saying that. So as far as the authorization to cremate there's no contest on that. The issue is that the Board is here to protect the consumer's money. The money had to do with a contract. If somehow the original preneed contract is what's in effect, then there was no violation. If the Department's position is at the third contract is the contract that is in effect, then there is a violation because that contract was never signed. Did I boil that down properly?

Mr. Jensen – Well, you did and it makes sense, because the third contract was never signed. You could have written anything you wanted on that third contract. It doesn't exist. The only contract that technically exists is the one she signed.

Ms. Wiener – And for whatever reason, the contract was prepared and presented, but she refused to sign it. I will also make this important point for the purposes of this particular proceeding. We're talking a lot about DeGusipe Funeral Home, and what happened at DeGusipe Funeral Home. And yes, indeed Julie Kutlesic was the FDIC for DeGusipe at that time. She is no longer with DeGusipe. She doesn't work for them. She works for another company entirely. She had nothing whatsoever to do with this matter. Typically, this Board, and pursuant to authority by the Statute, the Board does discipline funeral directors in charge when there are disciplinary issues at funeral homes, and I don't necessarily disagree that that's inappropriate in every action. In this particular situation, we certainly don't think that discipline against Ms. Kutlesic, who had nothing to do with this matter, had nothing to do with this transaction, doesn't work for DeGusipe anymore, is appropriate to be disciplined, particularly in light of the questionable nature of the actions taken by the complainant in this case.

Ms. Munson – If I may, Chair? I just wanted to clarify for the record, and also get Mr. Griffin present to help me understand. This is presented as a settlement agreement that both parties have already agreed to?

Mr. Griffin – Yes. This is a Settlement Stipulation, in this case and the next case, that the parties have agreed to. This is an agreed upon resolution, but however, the Board does have the independent ability to reject or deny a stipulation.

Ms. Munson – Just wanted to clarify that for the record. Thank you.

MOTION: Mr. Jensen moved to reject the stipulation and find no fault. Mr. Hall seconded the motion, which passed with one (1) dissenting vote.

Chair – We've rejected the Settlement Stipulation. Now, as to any modification of the Settlement Stipulation, is that the correct way to put it, Ms. Munson?

Ms. Munson – It is, sir. A counter stipulation.

Chair – Is there a counter stipulation?

Mr. Hall – I think Mr. Jensen made that motion.

Mr. Jensen – Yes, sir. I think that we ought to counter that we just leave this alone, let it work out in civil court if there is a civil part to it, which I believe there is from what I read. And I think any stipulation that we may put, even if it's a $100, may affect this funeral home down the road, and I propose no penalty whatsoever on our behalf.

Rabbi Lyons – Well, are we talking against the funeral director in charge? Are we on 5. (a) or have we moved on to 5. (b)? What do you mean, Mr. Jensen?

Mr. Griffin – We're still on 5. (a).

Chair – 4. B. 5. (a).

Ms. Wiener – If I am hearing Mr. Jensen correctly, he would be moving to dismiss this matter against Julie Kutlesic.

Mr. Jensen – That is correct.

MOTION: Mr. Jensen moved to dismiss the matter against Julie Kutlesic. Mr. Hall seconded the motion, which passed with one (1) dissenting vote.

Chair – And the motion carries.

Ms. Simon – May I move on, Mr. Chairman?

Chair – Please.

(b) DeGusipe West Orange, LLC, d/b/a DeGusipe Funeral Home & Crematory: DFS Case No. 258268-20-FC; Division No. ATN-33121 (F079775)

Ms. Simon – I believe Ms. Wiener is also representing this entity. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. DeGusipe West Orange, LLC, d/b/a DeGusipe Funeral Home & Crematory ("Respondent") is a funeral establishment, licensed under Chapter 497, Florida Statutes, license number F079775. The Department conducted an investigation of Respondent and found that Respondent failed to obtain a consumer's signature on a contract and entered into a contract that failed to list, in detail, the items and services purchased. Respondent has prior discipline by way of Notices of Noncompliance, for unrelated violations, issued in ATN-21659, ATN-22082, and ATN-28738, issued on December 31, 2013; February 3, 2014; and June 2, 2017, respectively. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,750 fine. The Department requests that the Board accept this Settlement Stipulation.

Rabbi Lyons – Mr. Chair, I have a question.

Chair – Go right ahead, please.

Rabbi Lyons – Ok. Mr. Griffin, is there some type of standard that if a consumer has a contract in effect, and then they have a new contract with the same entity, that that voids the original contract?

Mr. Griffin – I mean, the Department takes the position as such.

Rabbi Lyons – Is that in the rules anywhere? Is there something in writing?

Mr. Griffin – I said, the Department takes that position, however, the Board is empowered to make a wise decision to the Department defers to the Board's judgement.

Rabbi Lyons – How would a funeral director be aware of that position? Is that position in writing somewhere?

Mr. Griffin – Well, I mean, it's just a commonsense thing. If you're entering into a contract for services, you need to have a written contract, and it needs to be signed by the consumer. I would argue that Chapter 497 is pretty clear as mud on the issue.

Rabbi Lyons – Well, right. So, clear as mud. So, meaning to say the problem over here is that you had contract one, then you had contract two, and then the funeral home is claiming that contract one is back in effect. But what I'm asking is, is there something in writing that the funeral home should have seen, as a funeral home, that would make them say, wait a minute, contract one is no longer in effect because contract two was in effect?

Mr. Griffin – I would argue the fact that they wrote out a separate document would be evidence that they were entering into a new contract. I think that that's kind of the crux of the matter here. If we're just defaulting back to contract one, contract three wouldn't exist.

Mr. Jensen – May I, Mr. Chairman?

Rabbi Lyons – Contract three doesn't exist, because that's the whole problem, right?

Mr. Griffin – Once again, I'm arguing that the Board has made that decision. Once again, it's the Board's decision. The Department is arguing that if there was a third contract, the Board has found otherwise.

Mr. J. Williams – Mr. Chairman?

Chair – Was the third contract executed by the consumer?

Mr. Griffin – No.

Chair – Thank you.

Mr. Jensen – Mr. Chairman, if I may?

Chair – Go right ahead.

Mr. Jensen – If you notice on this, it was a prearrangement contract from several years ago that was paid in full. The consumer wanted a full-service cremation, a traditional cremation, at the time of need, whereas a direct cremation was prepaid for. The funeral home did a proper contract, gave her credit for her preneed, which she signed. The third contract just doesn't exist, because she never signed it. She said she felt nervous. So, in my opinion, it doesn't exist. So, truth be told, she probably still owes the funeral home money, however, the funeral home didn't provide the services. Whether they go back and do a direct cremation as she requested, by her own admission, she says that she made her wishes known that she couldn't come up with the money for a traditional cremation and go back to a direct cremation. So, what are they to do?

Mr. J. Williams – Mr. Chairman?

Chair – Go right ahead.

Mr. J. Williams – I mean, I think I'd also {inaudible}. I think to have a contract, you've got to have acceptance and you also need consideration. So, I think it's {inaudible}.

Mr. Griffin – The first contract was insurance funded. The first contract, the second contract and the third interaction all used the insurance funding from contract one.

Mr. J. Williams – Sounds like the third was an interaction, not a contract.

Mr. Griffin – Right.

Mr. Hall – But, there wasn't sufficient money to cover that contract in that insurance policy. It was $850. The initial contract, and she wanted services that totaled over $5000.

Mr. Jensen – But, the third contract just doesn't exist. She signed a contract number two that says that's what she wanted, a traditional cremation, but she couldn't come up with the money. Then made her wishes known, which is what s. 497.607, F.S. says, that you have to do is make your wishes known and have a signed cremation authorization, which is what the funeral home did. They were perfectly well within their right in doing the cremation, I believe.

Rabbi Lyons – Mr. Chair, if I may?

Chair – Yes, and then Mr. Knopke.

Rabbi Lyons – Question for Ms. Wiener. Is it the position of the funeral home that after all the dust settled, after everything happened, that they fulfilled the original preneed contract?

Ms. Wiener – That was the position of the funeral establishment, and we made that position known to Mr. Griffin during the process of combing through this. As I noted before, when the decedent passed and it was time for the services to occur, the widow wanted a much greater selection of services and merchandise that had been previously contemplated on a preneed contract. She couldn't pay for that. So, the funeral establishment went back to basically the original contract, but there were still some additional things that were listed. Those things were actually provided, but of course, what they ended up with was fulfillment of the original preneed arrangements for the cremation. There was a valid cremation authorization in place. Yes.

Chair – Mr. Knopke?

MOTION: Mr. Knopke moved to reject the Settlement Stipulation as presented. Mr. Hall seconded the motion, which passed unanimously.

Rabbi Lyons – Mr. Chair, I have a counter motion. Is that the term?

Ms. Munson – Counter settlement, sir.

Rabbi Lyons – Ok, I have a counter settlement.

Rabbi Lyons – I would like to propose that the Board take no action, specifically based on the fact that the funeral home is claiming to have fulfilled the original contract, and that there's nothing in the rules that says that the second contract voids the first. So, based on that, I say we let them off, let them go, as they fulfilled the first original contract, and effectively, the position of the Board is that a second contract does not automatically void an original contract.

Chair – So, your motion is to terminate the Settlement Stipulation and no fines. Is that correct? And, I do see Mr. Knopke.

Rabbi Lyons – I'm proposing that our position is that they fulfilled the original contract and therefore there's no wrongdoing.

Chair – Mr. Knopke?

Mr. Knopke – Thank you, Mr. Chair. I would say nothing is needed at this point. We've rejected the proposed settlement, and if there's nothing else out there, then there's nothing else out there and leave it at that.

Rabbi Lyons – Respectfully, I think we have a little bit of a butting of the heads with the Department, potentially here about whether or not the second contract was in effect, or the first contract was in effect.

Mr. Griffin – It doesn't matter. If the Board has decided to drop it, the Department's not going any further with this.

Chair – Ms. Munson?

Ms. Munson – The Final Order will reflect that the settlement agreement, as presented, was rejected and the Board voted to dismiss the proceeding.

Chair – Thank you. Ms. Wiener?

Ms. Wiener – No, sir.

Chair – Does your client accept that?

Ms. Wiener – Yes, of course. I would suggest that, just as with the case against Ms. Kutlesic, it might be a good idea for the Board to actually vote to dismiss this case. Just to clean up the record, so that Mr. Griffin and Ms. Munson don't find themselves back with this somehow later on.

Mr. Griffin – I concur.

Rabbi Lyons – Great. So, I would like to make a motion.

Chair – Go right ahead.

Rabbi Lyons – I'll move to dismiss the case, based on the fact that the position of the Board is that they fulfilled the original contract, and therefore there was no wrongdoing.

Mr. Hall – Is that for both cases?

Rabbi Lyons – Sure.

Mr. Hall – I'll second the motion.

Chair – Mr. Knopke?

Mr. Knopke – I don't want you all to think I'm picking over straws here. I like the idea of dismissing both cases, but I don't like to add conditions to it, as have been added here. A simple dismissal of both cases makes it clean. It doesn't give room for any interpretation down the way whether something not provided correctly or improperly provided or assumed. That's all.

Mr. Jensen – I would agree with Mr. Knopke. We don't need it. Our job is to accept or deny, not to make rules.

Chair – Was that Mr. Hall?

Mr. Hall – It was Mr. Jensen.

Chair – Mr. Jensen? So, your motion is to dismiss the case? Is that correct?

Mr. Jensen – Yes.

Mr. Knopke – Are you asking Mr. Knopke or Rabbi Lyons?

Chair – Mr. Jensen.

Mr. Jensen – Yes. My motion is basically the same as Mr. Knopke's, to dismiss it with no additional commentary.

Chair – Mr. Knopke, do you second that?

Mr. Knopke – Yes, but I think you already had a motion from Rabbi Lyons and a second from Mr. Hall.

Mr. Hall – Would you accept that?

Chair – Rabbi Lyons, would you withdraw your motion?

Rabbi Lyons – Respectfully, can we vote on my motion?

Ms. Munson – This is Ms. Munson. I'm just going to clarify. The Order, if this is what you decide to vote on, will be a rejection of the settlement agreement and dismissal of the Administrative Complaint, which represents the case, technically a dismissal.

Chair – Ok, Is that your motion, Mr. Jensen?

Mr. Jensen – That is.

Chair – Mr. Knopke, do you second that?

Mr. Knopke – Yes, sir.

Chair – All those in favor, aye?

Board members – Aye.

Chair – And any opposed? Mr. Jones, were you trying to get my attention?

Mr. Jones – No, sir.

Chair – All those in favor, aye?

Board members – Aye.

Chair – And any opposed? That motion carries.

Ms. Wiener – Thank you.

Ms. Simon – Mr. Chairman?

Chair – Ms. Simon?

Ms. Simon – Thank you, sir. I would like to remind everybody present at this meeting to please mute your phones if you are not speaking. The ambient noise has already become quite disruptive.

(6) Related Cases – ATN-30791 and ATN-36029

(a) Segal, Charles: DFS Case No. 229744-18-FC; Division No. ATN-30791 (F043490)

Ms. Simon – Is Mr. Segal on the call today?

Ms. Wiener – I'm counsel for Mr. Segal, and also for Bay Area Family Funeral Services Incorporated d/b/a Segal Funeral Home.

Ms. Simon – Thank you, Ms. Wiener. Mr. Bossart, presenting for the Department.

Mr. James Bossart – Thank you. Can you hear me, Mr. Chairman?

Chair – Yes, I can hear you.

Mr. Bossart – I apologize. My screen isn't working for some reason, so I'll just have to speak. Charles Segal ("Respondent") is licensed under Chapter 497, Florida Statutes, license number F043490, as a funeral director and embalmer. Respondent is the owner and FDIC of Bay Area Funeral Services, Inc., d/b/a Segal Funeral Home (funeral establishment), licensed under Chapter 497, Florida Statutes, license number F033921, as a funeral establishment, doing business in Tampa, Florida. Respondent, through his funeral establishment, aided and assisted Thomas Cohen, a licensed direct disposer, to utilize Respondent's physical facilities to sell merchandise and perform services, in his capacity as a direct disposer, unauthorized by Section 497.601, Florida Statutes, 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 entered into a proposed Settlement Stipulation. The proposed stipulation provides that 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. Thank you.

Chair – Ms. Wiener, did you want to answer questions?

Ms. Wiener – Certainly. If there are questions I'd be happy to answer them.

Chair – Board, before us we have a Settlement Stipulation. What is your pleasure?

MOTION: Mr. Knopke 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. Hall seconded the motion, which passed unanimously.

(b) Bay Area Family Funeral Services, Inc. d/b/a Segal Funeral Home Beth David Chapel: DFS Case Nos. 229738-18-FC & 277011-21-FC; Division Nos. ATN-30791 & ATN-36029 (F039921)

Ms. Simon – Mr. Bossart?

Mr. Bossart – Thank you. This is James Bossart for the Office of the General Counsel. The case before you now is the companion case of the previous case. Bay Area Funeral Services, Inc. d/b/a Segal Funeral Home ("Respondent") is a funeral establishment licensed under Chapter 497, Florida Statutes, license number F033921. Respondent aided and assisted Thomas Cohen, a licensed direct disposer, to utilize Respondent's physical facilities to sell merchandise and perform services, in his capacity as a direct disposer, and engaged in incompetency, negligence, or misconduct in activities regulated under Chapter 497, Florida Statutes. The investigations additionally found Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $1,750 fine and its license will be placed on probation for one (1) year. The Department requests that the Board accept this Settlement Stipulation. Thank you.

Chair – Ms. Wiener?

Ms. Wiener – I am simply here to answer any questions you may have.

Chair – Thank you.

MOTION: Mr. Knopke moved to accept the Settlement Stipulation, which provides that the Respondent shall pay a $1,750 fine and its 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 - No Board Member Recusal Necessary)

(1) JMR Service Group, LLC, d/b/a Winter Oak Funeral Home & Cremations: DFS Case No. 281351-21-FC; Division No. ATN-35952 (F080822)

Ms. Simon – Is there a representative of this entity on the call. Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. JMR Service Group, LLC, d/b/a Winter Oak Funeral Home & Cremations ("Respondent") is a funeral establishment, licensed under Chapter 497, Florida Statutes, license number F080822. The Department conducted an inspection of Respondent and found that Respondent engaged in activities regulated under Chapter 497, Florida Statutes, with an expired license. Respondent has entered into a proposed Settlement Stipulation. The proposed stipulation provides that Respondent shall pay a $250 fine. 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 $250 fine. Mr. Jones seconded the motion, which passed unanimously.

Ms. Simon – Before moving on, on the agenda, I would like one more time to remind those in attendance, if you are not speaking please place your phone on mute. I would appreciate that. Thank you.

D. Material Facts Not Disputed (Section 120.57(2) Hearings) (Probable Cause Panel A)

(1) Marion Graham Mortuary: DFS Case No. 265816-20-FC; Division No. ATN-34877 (F040391)

Ms. Simon – This case is withdrawn from the agenda.

(2) Related Cases – ATN-35946

(a) Pinello, Joseph P.: DFS Case No. 277027-21-FC; Division No. ATN-35946 (F046799)

Ms. Simon – Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. 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 Joseph P. Pinello ("Respondent"). Respondent is the Funeral Director in Charge ("FDIC") of Pinello Funeral Home. The Division alleges Pinello Funeral Home engaged in the following:

- Engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license
- Demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes
- Failed to maintain, and produce for inspection, its Bodies Handled Reports

The Motion demonstrates Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty.

MOTION: Mr. D. Williams moved that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint. Mr. Hall seconded the motion, which passed unanimously.

Mr. Griffin – 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 the Administrative Complaint.

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

Mr. Griffin – The Department contends that the Board's findings of fact support a finding of violations of Chapter 497, Florida Statues, 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 Complaint.

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

Mr. Griffin – The Department also offers into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. The Department recommends that the Board require Respondent to pay a $250 fine.

Ms. Simon – Mr. Chairman?

Chair – Go right ahead.

Ms. Simon – Before we go on, is Mr. Pinello or a representative of Mr. Pinello on the call? Hearing no response.

Chair – Mr. Griffin was that for the entire case, or just this license?

Mr. Griffin – While the violation for the second count, I believe that it would be more appropriate to attribute the failure to produce the Bodies Handled Report to the establishment so that that violation is alleged in the complaint against Pinello Funeral Home, so just the $250 for the failure to renew is all the Department is recommending.

Chair – Thank you.

MOTION: Mr. Jones moved that the Respondent shall pay a $250 fine. Mr. Hall seconded the motion, which passed unanimously.

Chair –Thank you.

(b) Pinello Funeral Home, Inc.: DFS Case No. 277025-21-FC; Division No. ATN-35946 (F041626)

Ms. Simon – Is there a representative of this entity on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. 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 Pinello Funeral Home ("Respondent"). The Division alleges Respondent engaged in the following:

- Engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license
- Demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes
- Failed to maintain and produce for inspection, its Bodies Handled Reports

The Motion demonstrates Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty.

Chair – Is there a motion?

MOTION: Mr. Hall moved that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint. Mr. Jones seconded the motion, which passed unanimously.

Mr. Griffin – 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 the Administrative Complaint.

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

Mr. Griffin – The Board's findings of fact support a finding of violations of Chapter 497, Florida Statues, 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 Complaint.

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

Mr. Griffin – The Department also offers into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. The Department recommends that Respondent pay a $250 fine and be issued a Notice of Noncompliance for the failure to produce the Bodies Handled Reports.

MOTION: Mr. Jones moved that the Respondent shall pay a $250 fine and be issued a Notice of Noncompliance for the failure to produce the Bodies Handled Reports. Mr. Jensen seconded the motion, which passed unanimously.

(3) Related Cases – ATN-35213

(a) Woody, Nathan L.: DFS Case No. 269812-20-FC; Division No. ATN-35213 (F043776)

Ms. Simon – Is Mr. Woody or a representative of Mr. Woody on the call?

Jamal Woody – Jamal Woody, Counsel for Nathan Woody and Woody's Funeral Home.

Ms. Simon – Thank you, sir. Mr. Bossart?

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 Nathan L. Woody ("Respondent"). Respondent is licensed as a funeral director and embalmer, license number F043776. Respondent is the owner and FDIC of Woody's Funeral Home, Inc. (funeral establishment), a funeral establishment, license number F040966, doing business in Clearwater, Florida. On November 18, 2020, the Department filed an Administrative Complaint against Respondent that alleges Respondent's funeral establishment advertised and represented on its General Price List the cost of embalming to be $575 but charged two (2) consumers $695 each for the cost of embalming. As FDIC, Respondent is responsible for these violations. Based on the foregoing the Department contends that Respondent violated ss. 497.152(1)(a), (9)(e), (9)(f), (10)(d), Florida Statutes.

The Department successfully obtained service of this Administrative Complaint on the Respondent by certified mail on November 21, 2020. Respondent timely filed its Election of Proceedings. A true and correct copy of the election is attached to your packet as Exhibit B. The Respondent indicated on selection that it did not dispute any of the Department's factual allegations, and elected to personally attend an informal hearing before the Board. A copy of this memo, along with a copy of the Motion for Determination Waiver and for Final Order by Hearing Not Involving Disputed Issues of Material Fact has been sent to the Respondent's last known address of record. 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 the Respondent not disputing issues of material fact and requested an informal hearing under Section 120.57(2), Florida Statutes.

MOTION: Mr. Hall moved that Respondent has waived its right to a s. 120.57(1) Hearing based on the Respondent not disputing issues of material fact and requested an informal hearing under Section 120.57(2), Florida Statutes. Mr. D. Williams seconded the motion, which passed unanimously.

Mr. Bossart – Now that the Board has determined the Respondent has waived his right to request a formal 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 the Administrative Complaint.

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

Ms. Clay – Mr. Chair, before we continue, there are a number of people who are still unmuted, and it's very hard to hear. Is there any way that the host can simply mute those persons? Like, I'm looking at two (2) now who are unmuted, and we keep getting feedback.

Ms. Bryant – Who do you see that is not muted?

Chair – Is the host able to mute?

Ms. Bryant – Who do you see that is not muted?

Ms. Clay – One is Kenya Monroe, second is Ruth Bedell, and then the one that says C1 that just spoke up. Thank you.

Ms. Bryant – What was the last one? C1?

Ms. Clay – That one did mute themselves after I called it out. The remaining one is Keenan Knopke, K N O P K E.

Ms. Bryant – He's a Board member. I don't mute Board members, because whenever I mutes someone…

Ms. Clay –Yes, that's fine. I'm sorry. I was just going through who wasn't. You're fine. The background noise is gone now. Thank you.

Ms. Bryant – Ok, but if I do mute someone, they won't be able to unmute on their end. They would have to hand up and call back in. So, if I have to mute anybody for disruption, which I do, they won't be able to unmute, and then I won't know to unmute them, if their turn comes up. Just an FYI, if you get muted by me, you're going to have to call back in because you won't be able to unmute yourself.

Ms. Munson – So, it's better to meet yourself.

Ms. Bryant – Correct.

Chair – Thank you. Mr. Bossart?

Ms. Munson – May I, Chair, just for point of procedural clarification with Mr. Bossart? I know we've moved on these being motions for waiver. Are they motions for waiver or are they actually motions for Final Order?

Mr. Bossart – Motion to adopt, waived its right to request a proceeding. Well, he requested an informal proceeding.

Ms. Munson – Right. So, there's no waiver. I just wanted to make sure.

Mr. Bossart – Technically, not.

Ms. Munson – Thank you, because both were for waivers and I know that they aren't waivers. OK. Just needed to clarify so the record can reflect {inaudible}. OK, thank you.

Mr. Bossart – Excuse me. Just to make sure that we're on the same page, did the Board approve the motion to adopt the allegations of the fact to support the Administrative Complaint?

Chair – Yes.

Mr. Bossart – Thank you. The Department now contends that the Board's findings of fact support a finding of violations of Chapter 497, Florida Statues, as charged in the Administrative Complaint. The Department contends 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 Complaint.

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

Mr. Bossart – The Department would also offer into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. The Department would ask that the investigative report be received.

MOTION: Mr. Hall moved to accept into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. Mr. Jensen seconded the motion, which passed unanimously.

Mr. Bossart – As for penalty in this matter, the Department recommends that Respondent's license be fined $1000 and placed on a one-year probation. Thank you

Chair – Mr. Woody, are you of counsel?

Mr. Woody – Yes, Your Honor. Yes, Chairman.

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

Mr. Woody – Absolutely. I would like to briefly address the Board. I would like to point the Board's attention to the affidavit that was submitted from the actual client or consumer in question that was dealing with the Board and the funeral director. If you would notice that her affidavit clearly states that the funeral director did explain the discrepancy, and the difference in the listed price and the actual price that was charged. This is, you know, simply a case of a typo in terms of the new price list was actually being printed at the time of this transaction. Therefore, there was no intent on the funeral director or the funeral home to overcharge the consumer. It clearly states on the price list that prices are subject to change and the funeral director took the extra added step to explain to the consumer that that was the case, and that was the difference in the prices. So, we would ask the Board to consider that in assessing some leniency and perhaps dismissing this claim in light of the fact that the funeral home did take the necessary steps to make sure that the consumer was informed. She felt informed, as indicated through her affidavit. And it was, just like I said, a typo. There was no intent to overcharge or violate the rules as alleged.

Chair – Thank you. Mr. Woody, can you tell me how many consumers were overcharged by this amount?

Mr. Woody – As far as we are aware, this was the only one. This was the only case that was an issue. I believe there may have been one (1) other, but by that time, the new price list had been furnished {inaudible} that I believe were at issue.

Chair – So, it was, it was via an investigation that it was revealed that the funeral establishment advertised and represented the cost of $575, but charged two (2) consumers $695 each.

Mr. Woody – Correct.

Chair – Thank you, Mr. Woody.

Mr. Woody – And again, if I may, you know, let the Board know that the price list has been updated afterwards. So again, there was no intent to overcharge. Like I said, with the affidavit, it was even explained to the consumers.

Rabbi Lyons – Mr. Chair, can I ask a question?

Chair – Go right ahead.

Rabbi Lyons – Ok. Mr. Woody, what's the effective date of the new price list?
Mr. Woody – Give me one second. It was effective August 15, 2020.

Mr. Jensen – Mr. Chairman?

Chair – Go right ahead.

Mr. Jensen – A quick question along the lines of Rabbi. Did the consumer have the price list that mentioned the lower amount or the higher amount?

Mr. Woody – She had the price list, the old price list, listed at the lower amount, and at that time, the funeral director explained the difference in the amount listed on that list, and the amount that was going to be charged.

Mr. Jensen – I make a motion to approve and accept the Department's recommendation.

Chair – Of a $1000 fine?

Mr. Jensen – Yes, sir.

Chair – Thank you. Is there a second?

Mr. D. Williams – Mr. Chair? A question?

Chair – Please, go ahead. Who is this please?

Mr. D. Williams – Darrin Williams. I'm sorry.

Chair – Mr. Williams, go right ahead.

Mr. D. Williams – Is it just a $1000 fine, or are there any other conditions with the penalty?

Mr. Bossart – One (1) year of probation, sir. If I omitted that, I apologize.

Mr. D. Williams – Ok, thank you.

MOTION: Mr. Jensen moved that the Respondent shall pay a $1000 fine and be placed on a one-year probation. Mr. Hall seconded the motion, which passed unanimously.

(b) Woody's Funeral Home, Inc.: DFS Case No. 269814-20-FC; Division No. ATN-35213 (F040966)

Ms. Simon – Mr. Woody is on this call representing the funeral home. Mr. Bossart?

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 Woody's Funeral Home, Inc. ("Respondent"), a funeral establishment licensed under Chapter 497, Florida Statutes, license number F040966. On November 18, 2020, the Department filed an Administrative Complaint against Respondent that alleges Respondent advertised and represented on its General Price List the cost of embalming to be $575 but charged two (2) consumers $695 each for the cost of embalming. Based on the foregoing the Department contends that Respondent violated ss. 497.152(1)(a), (9)(e), (9)(f), (10)(d), Florida Statutes.

The Department successfully obtained service of this Administrative Complaint on the Respondent by certified mail on November 21, 2020. Respondent timely filed its Election of Proceedings. A true and correct copy of the election is attached to your packet as Exhibit B. Respondent indicated in its election that it did not dispute any of the Department's factual allegations and elected to personally attend an informal hearing before the Board. A copy of this memo, along with a copy of the Motion for Determination Waiver and for Final Order by Hearing Not Involving Disputed Issues of Material Fact has been sent to the Respondent's last known address of record. 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 the Respondent not disputing issues of material fact and requested an informal hearing under Section 120.57(2), Florida Statutes.

Ms. Munson – Same note that it doesn't appear to be a waiver. It's just a motion for the hearing.

Mr. Bossart – That's correct. They did request an informal hearing.

Ms. Munson – Right. OK, thank you.

Chair – Is there a motion?

MOTION: Mr. Clark moved that Respondent has waived its right to a s. 120.57(1) based on the Respondent not disputing issues of material fact and requested an informal hearing under Section 120.57(2), Florida Statutes. Mr. Jensen seconded the motion, which passed unanimously.

Mr. Bossart – 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 the Administrative Complaint.

Chair – Is there a motion?

MOTION: Mr. Hall moved to adopt the allegations of the facts as set forth in both Administrative Complaint. Mr. Jones 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 Statues, 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 Complaint.

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

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

Chair – Motion?

MOTION: Mr. Jones moved to accept into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. Mr. Jensen seconded the motion, which passed unanimously.

Mr. Bossart – As to penalty in this case, the Department recommends that Respondent be fined $1000 and placed on a one-year probation. Thank you.

Chair – Thank you.

MOTION: Mr. J. Williams moved that the Respondent shall pay a $1000 and placed on a one-year probation. Mr. Hall seconded the motion.

Chair – And, Mr. Woody, representing Woody's Funeral Home, did you have any questions?

Mr. Woody – Yes, I would offer to the Board the same mitigating factors.

Ms. Simon – Mr. Woody, before you make any comments, if you could please raise your right hand and be sworn in.

Chair – He's of counsel, I believe.

Mr. Woody – Yes, I'm counsel for the Respondent.

Ms. Simon – Excuse me for the interruption. I apologize.

Chair – No. problem.

Mr. Woody – If I could just offer the same mitigation factors to the Board. The funeral home did take the necessary steps to inform the clients of the discrepancy. There was no way to overcharge and no intent to take advantage of the consumers. So, therefore, I would ask and respectfully request that the Board offer some leniency in regard to the funeral home, being that they've already assessed a fine towards the actual Respondent, the funeral director. So, I would ask the Board for some, you know, leniency in light of the mitigation that has been presented under these circumstances. And in light of the fact that, you know, there already has been a penalty assessed against the funeral director, which is a representative of the establishment.

Mr. D. Williams – Mr. Chair?

Chair – Thank you, Mr. Woody. Go right ahead.

Mr. D. Williams – This is Darrin Williams. Thank you. I also want to let my fellow Board members know on Page 36 of their packet, you can see the general price list, and it says the effective date of October 2008. So, the price list that's advertised has been in place for quite some time, so it's not an oversight, or anything. It's been in place a while. So, I just want to highlight that as well, of the price that they charged.

Mr. Woody – If I may respond to Mr. Williams?

Chair – Please, Mr. Woody.

Mr. Woody – Yes, that's correct. The old price list had been in place for a while. So, when I said an oversight I meant in terms of the new price list was actually in the process of being typed up at the printer's office literally. So, that's what I said as far as the oversight or typo. I didn't mean it literally, in terms of, you know, that it was a typo on the actual price list. I meant in terms of the new price list and the one that was in place actually contradicting each other, and that was explained to the consumer.

Rabbi Lyons – Mr. Chair, if I may?

Chair – Go right ahead.

Rabbi Lyons – Ok. So, Mr. Woody, the date that this happened, you know, the contracts that they're showing in our packet was from April of 2020. So, then you're saying that a new price list has the effective date of August 2020?

Mr. Woody – Correct. That's when they received that.

Rabbi Lyons –The one with the effective date in August was the one that was at the printer in April? Or was there a different price list in between?

Mr. Woody – That was it. It was being constructed and it was at the printer's office?

Rabbi Lyons – The problem is the effective date is after the date of the contract.

Mr. Woody – Correct. Right. We were going by the old price list, which was explained to the consumers.

Chair – We have a motion before us and a second for a $1000 fine and a one-year probation. All those in favor, aye?

Board members – Aye.

Chair – And any opposed? The motion carries. Thank you, Mr. Woody.

Mr. Woody – Thank you.

Ms. Simon – Before we go on, I'd remind everybody that is present, except for the Board members, please ensure that your phones are muted if you are not speaking before the Board.

Mr. D. Williams – Mr. Chair?

Chair – Go right ahead.

Mr. D. Williams – I need to recuse myself from 4. E. (1) through (4), as I served on the Probable Cause Panel.

Chair – Thank you very much.

E. Material Facts Not Disputed (Section 120.57(2) Hearings) (Probable Cause Panel B)
(1) Alphonso West Mortuary: DFS Case No. 278181-21-FC; Division No. ATN-36044 (F040607)

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

Mr. Griffin – Marshawn Griffin for the Department. 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 Alphonso West Mortuary ("Respondent"). The Division alleges Respondent engaged in the following:

- Engaged in activities requiring licensure under Chapter 497, Florida Statutes with an expired license
- Demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes.

The Motion demonstrates Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty.

MOTION: Mr. Hall moved that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint. Mr. Knopke seconded the motion, which passed unanimously.

Chair – Mr. Griffin?

Mr. Griffin – Yes. 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 the Administrative Complaint.

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

Mr. Griffin – The Department contends that the Board's findings of fact support a finding of violations of Chapter 497, Florida Statues, 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 Complaint.

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

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

MOTION: Mr. J. Williams moved to accept into evidence the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. Mr. Knopke seconded the motion, which passed unanimously.

Mr. Griffin – Respondent has quite a discipline for similar violations. You'll see in your Board packet that there's a consent order that was entered into, and, I believe, from the 2018 batch of renewals. Accordingly, the Department is requesting that the Board impose a penalty of at least a $1000 fine, but the Department is requesting $2000. The penalty guidelines for a second violation call for at least a $1000.

Chair – Is there a motion?

Ms. Simon – Mr. Chairman?

Chair – Go right ahead.

Ms. Simon – I'm sorry. I'm not sure whether I requested if there is a representative of Alfonso West Mortuary on the call. Hearing no response. I apologize, Mr. Chairman.

Chair – Go right ahead.

MOTION: Mr. Knopke moved that the Respondent shall pay a $2000 fine. Mr. Hall seconded the motion, which passed unanimously.

(2) Marion Graham Mortuary: DFS Case No. 278140-21-FC; Division No. ATN-36045 (F040391)

Ms. Simon – This case is withdrawn from the agenda.

(3) Mid-Florida Crematory: DFS Case No. 278190-21-FC; Division No. ATN-35947 (F039934)

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

Derrick Clifton – Yes, this is Derrick Clifton.

Ms. Simon – Thank you, sir. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. 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 Mid-Florida Crematory ("Respondent"). The Division alleges Respondent engaged in the following:

- Engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license
- Demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes

The Motion demonstrates Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty. However, before we go further and just keeping in consistent with prior action in this meeting, the Division will offer, if there's a representative of Mid-Florida, if they would wish to resolve this matter by paying a $250 fine consistent with the other cases heard earlier today.

Mr. Clifton – This is Derrick Clifton, again. That would be fine with me.

Ms. Simon – Before we go on, if that's going to be accepted, if you could 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. Clifton – I do.

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

Mr. Clifton – Derrick Clifton, C L I F T O N.

Ms. Simon – Mr. Clifton, you are representing Mid-Florida Crematory?

Mr. Clifton – That is correct.

Ms. Simon – Thank you, sir.

Chair – Motion?

Rabbi Lyons – I'll move to accept that settlement.

Ms. Munson – It's not a settlement.

Rabbi Lyons – What is it?

Chair – A $250 fine.

MOTION: Rabbi Lyons moved that the Respondent shall pay a $250 fine to resolve the matter. Mr. Jones seconded the motion, which passed unanimously.

Chair – Thank you, Mr. Clifton.

Mr. Clifton – Thank you.

(4) Wilson-Wolfe, Inc., d/b/a Sweet Dreams Memorials: DFS Case No. 273539-20-FC; Division No. ATN-35817 (F050085)

Ms. Simon – Is there a representative of the entity on the call? Hearing no response. Mr. Griffin?

Mr. Griffin – 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 Wilson-Wolfe, Inc., d/b/a Sweet Dreams Memorials ("Respondent"). The Division alleges Respondent engaged in the following: Failed to follow a lawful Order of the Board. The Motion demonstrates Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty.

MOTION: Mr. Knopke moved that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint. Mr. Hall seconded the motion, which passed unanimously.

Mr. Griffin – 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 the Administrative Complaint.

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

Mr. Griffin – The Department contends that the Board's findings of fact support a finding of violations of Chapter 497, Florida Statues, 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 Complaint.

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

Mr. Griffin – The Department also offers into evidence, the investigative report with exhibits, a copy of which has previously been furnished to the Board to establish a prima facie case for the violations alleged in the Administrative Complaint. As to penalty in this matter, the Department recommends that Respondent's license be permanently revoked.

MOTION: Mr. Hall moved that Respondent's license be permanently revoked. Mr. Knopke seconded the motion, which passed unanimously.

Rabbi Lyons – Do we have a representative? Did we ask that?

Chair – Yes.

Rabbi Lyons – Ok.

Ms. Simon – That concludes the disciplinary portion of the agenda.

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.

6. Application(s) for Continuing Education

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

(1) Apex Continuing Education Solutions (4201)
(2) Elite Professional Education, LLC (113)
(3) Florida Cemetery, Cremation & Funeral Association (75)
(4) Independent Funeral Directors of Florida Inc (135)
(5) International Cemetery, Cremation and Funeral Association (22808)
(6) National Funeral Directors and Morticians Association, Inc (15608)
(7) National Funeral Directors Association (136)
(8) SCI Management – Dignity University (99)
(9) Selected Independent Funeral Homes (137)
(10) The Dodge Institute for Advanced Mortuary Stu (81)
(11) TRS Enterprises (71)
(12) 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.

Chair – This is Jody Brandenburg, and I'd like to declare my affiliation with SCI Funeral Services, LLC, and this affiliation will in no way affect my ability to make a fair and unbiased decision on any item coming before the Board today. Ms. Simon?

Ms. Simon – Yes, sir. The Division recommended approval for the number of hours indicated on the agenda.

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

B. Provider Approval - Recommended for Approval without Conditions – Addendum C

(1) Center for Professional Training and Development Inc. (41008)

Ms. Simon – Pursuant to s. 497.147, F.S., and Board Rule 69K–17.0041, F.A.C., the entity listed on Addendum C has been reviewed by the CE Committee and the Committee, as well as the Division, recommends approval of the application to become a CE provider.

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

7. Consumer Protection Trust Fund Claims

A. Recommended for Approval without Conditions – Addendum D

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

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

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

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

(1) Direct Disposer

(a) Hand, Rachelle
(b) Kinney, Sarah N

(2) Funeral Director (Endorsement)

(a) Beer, Tina J
(b) Forrest, Ian W

(3) Funeral Director (Internship and Exam)

(a) Moye, Kelly G
(b) Sturgis, Robert A

(4) Funeral Director and Embalmer (Endorsement)

(a) Benton, Kari L
(b) Curran, Philip J
(c) Latore, Michael R
(d) Olson, Michelle A
(e) Vetula, Michele N
(f) Williams, Tamekia M

(5) Funeral Director and Embalmer (Internship and Exam)

(a) Mitzelfeld, Cassandra
(b) Mulvaney, Jaclyn A
(c) Noe, Alex E

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.

9. Application(s) for Internship

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

(1) Funeral Director

(a) Downing, Tavares J F081209

(2) Funeral Director and Embalmer

(a) Amaker Jr, Woodrow F512018
(b) Battle, Chase A F511411
(c) Burch, Zoe E F448323
(d) Coryell, Brandy N F499532
(e) Gividen, Chelsea A F512797
(f) Kessler, Nicole M F395372
(g) Morales, Juliana A F510716
(h) Mulvaney, Jaclyn A F507165
(i) Neree, Kirstyn G F510531
(j) Porter, Danielle R F427672
(k) Schofield, Patrice N F508112

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.

B. Recommended for Approval without Conditions (Criminal History)
(1) Funeral Director and Embalmer
(a) Hernandez, Nathaniel L

Ms. Simon – An application for a concurrent intern license was received by the Division on April 27, 2021 and was deemed completed on May 12, 2021. A background check revealed a relevant criminal history to wit, on or around January 2008, the applicant pled no contest to Possession of Drug Paraphernalia. He was sentenced to six (6) months of probation, $250 fines and $230 court costs. The Division is recommending approval without conditions.

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

C. Recommended for Denial (Criminal History)
(1) Funeral Director and Embalmer
(a) Ewing, Dustin L

Ms. Simon – An application for a concurrent intern license was received by the Division on April 13, 2021 and was incomplete when submitted. The application was deemed completed on May 21, 2021. A background check revealed a relevant criminal history to wit, in or around March 2004, Mr. Ewing pled guilty to ten (10) counts of Forgery and eleven (11) counts Theft. Mr. Ewing was sentenced to three (3) years imprisonment, eighteen (18) months suspended. Mr. Ewing was also ordered to pay restitution, which has been paid in full. The Division submitted supplemental material, regarding this matter. Is there a representative of Mr. Ewing on the call today?

Mr. Dustin Ewing – Yes, I am on the call.

Ms. Simon – Thank you, sir. Mr. Chairman? Excuse me. The Division is recommending denial. I'm not sure I said that previously.

Chair – Would you please be sworn in?

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

Mr. Ewing – I do.

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

Mr. Ewing – Dustin Ewing, E W I N G.

Ms. Simon – Thank you, sir.

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

Mr. Ewing – Sir, I would like to make a brief statement, if allowed.

Chair – Please.

Mr. Ewing – I do want to mention that I believe there might have been an error in what Ms. Simon reported. Several of the charges were dropped. None of the theft charges were to be found guilty on. Also, I would like to address the Board and say that I provided three (3) letters of reference and character statements. One (1) of them being for my program coordinator, Joseph Finocchiaro. I did have an in-depth conversation with him prior to enrolling in school, and he recommended that I go through the process and just be honest and forthcoming with you. I would like the Board to take into consideration that this

indiscretion of mine was seventeen (17) years ago. Since that time, I have been able to obtain a master's degree and then decided to go into the funeral services. And I hope that you will take that into consideration, that I've had no other indiscretions at all, not even a parking ticket since this happened and I hope that you will take that into consideration at this time.

Mr. Jensen – Mr. Chair?

Chair – Go right ahead.

Mr. Jensen – I'd like to ask Mr. Ewing a question. I'm looking over these different things, and most of them look to be bad checks. I mean, did any of these have anything to do with the funeral business whatsoever?

Mr. Ewing – Sir, you are correct. They were bad checks and no, they had nothing to do with funeral services at all.

Mr. Jensen – Thank you.

Mr. Knopke – Mr. Chair, a couple of questions?

Chair – Go ahead, Mr. Knopke.

Mr. Knopke – Mr. Ewing, what was the total amount of the fine you paid?

Mr. Ewing – I apologize, sir. I don't have the exact amount, but I believe it was approximately $1300.

Mr. Knopke – Thank you. What was the total amount of the bad checks?

Mr. Ewing – It was the same amount, sir.

Mr. Knopke – Ok. The restitution, I assume it has been made {inaudible}?

Mr. Ewing – Yes, sir. It was done back in 2004.

Mr. Knopke – Thank you, sir.

Rabbi Lyons – Mr. Chair?

Chair – Mr. Ewing, you mentioned that all the theft charges were dropped. I don't see anything in our packet that indicates that they're dropped.

Mr. Ewing – There was an Order of Change, and this is provided by Judge Robert Bowen. That was first presented by mail to Ms. Richardson. It was the last page, and it showed that the theft charges have been dropped.

Chair – I'm getting there. Hold on.

Mr. Jensen – Mr. Richardson, is that correct?

Ms. Jasmin Richardson – This is Jasmin Richardson, and all the court documents are in the packet. So, I'm not sure exactly what he's referring to, but all of the court documents are in the Board packet, and it may be in one of those shows that, and I don't know if they were dropped or not, but they were reduced and the fine was $1 for all of these different charges. So, if you read the criminal history packet, there is documentation from the court.

Mr. Ewing – If I could clarify?

Chair – Go right ahead.

Mr. Ewing – I'm sorry. If I could clarify. The plea agreement was that all theft charges were dropped, and I believe that's spelled out and his Change Order in the last page.

Chair – The last page I have is a transcript.

Mr. Jensen – Yes, me as well.

Mr. Clark – It's on Page 19 on mine.

Mr. Knopke – 19?

Mr. D. Williams – 19 or 20?

Mr. J. Williams – Mr. Chairman?

Mr. Ewing – I apologize. It was the last page I submitted. I apologize to you. That's the way I sent it when I mailed it and I apologize.

Mr. Jensen – Yes, it is Page 19.

Ms. Munson – It refers to them being dismissed.

Mr. D. Williams – Mr. Chair?

Chair – Just a moment. I just can't find it.

Rabbi Lyons – Mr. Chair?

Chair – Please.

Rabbi Lyons – So, it's on page 19 of our packet. Right, before the signature, "SO ORDERED THIS 25TH DAY OF MARCH, 2004", it's the one before that, "IT IS FURTHER ORDERED THAT Counts II, IV, VI, VII, IX, XI, XIII, XV, XVII, XVIll, XIX, XXI of the Information are dismissed." In each check, there's two (2) problems with it. One (1) is its forgery, and the other is that somebody didn't get their money. So, it's the same act, or just two (2) counts against him for each one (1). So, it appears that the theft was dropped, but the forgery still stood and the restitution had to be paid.

Chair – Got it. Thanks for that explanation.

Mr. Jones – Mr. Chairman, if I may?

Chair – Go right ahead.

Mr. Jones – Mr. Ewing, can you tell us what you're doing right now? What your employment is.

Mr. Ewing – I currently work for Fred Hunter's Memorial Services. That was one of the letters of references that were provided. I'm currently working as support staff. I hired in with them. I fully disclosed all the information to them, and it came back on the background check. They were willing to give me a second chance. So, I am working currently as an attendant and removal staff.

Mr. Jones – Can you tell me how long you've been there and what your duties are?

Mr. Ewing – I started in August of 2020. I work funerals, greeting at the door, as well as driving funeral coach. And then additionally, I work removal in the evenings doing home removals and hospital removals.

Mr. Jones – Thank you.

Ms. Simon – Mr. Chairman, if I may? I might have misunderstood Mr. Knopke. The charges were not uttering worthless checks. I'm not sure if I understood him correctly. It was signing somebody else's name to each of the checks. Thank you, sir.

Mr. Knopke – Ms. Simon, I don't know that that was my question or not, but it's mine.

Rabbi Lyons – Mr. Chair? Mr. Chair, you're muted.

Chair – Mr. Ewing, can you tell us why you signed these checks as a trusted member of a charity organization? And why would you do that? And for what reasons did you use the cash that you derived from that?

Mr. Ewing – I will fully admit to you that it was a terrible thing to do and a mistake on my part. I was paying the money back as I was doing it, because I was falling short on different things. It was a terrible indiscretion, and I have learned my lesson. And I just hope that you will realize that I am not that person anymore.

Chair – All right. Was alcohol involved?

Mr. Ewing – No, sir?

Chair – Mr. Knopke?

MOTION: Mr. Knopke moved to approve the application.

Rabbi Lyons – To approve the denial?

Mr. Knopke – No, to approve him as a funeral director and embalmer intern.

Rabbi Lyons – Ok, I'll second that.

Mr. Clark – Can I ask a question?

Chair – Go right ahead.

Mr. Clark – I know it just was seconded. Keenan, would you consider any probation? Having the program coordinator, {inaudible} submit a letter of reference, I think that has impacted my decision, but would you consider probation?

Mr. Jones – I would also ask the same thing.

Mr. Knopke – Mr. Clark, what were you considering or proposing?

Mr. Clark – One (1) year?

Mr. Knopke – I'm fine with one (1) year. I think, you know, the guy, Mr. Ewing has lived with this for seventeen (17) years. He's made a mistake. He's admitted he's made a mistake. He did everything the court ask. A one-year probation to go with it is fine with me, assuming the second goes with it.
Rabbi Lyons – I'll second that.

Chair – Any other discussion? We have a motion, and it's been seconded, and all those in favor, aye?

Board Members – Aye.

Chair – And any opposed? Mr. Ewing, congratulations. You've been given an unusual opportunity and I would advise you to continue on the path that you're currently on and not have a reason to come back before the Board.

Mr. Ewing – Absolutely. I thank you so much and I appreciate the second chance. I really do.

Chair – Ms. Simon.

D. Application to Renew Concurrent Internship
(1) Recommended for Approval without Conditions
(a) Cooper, April M F451431

Ms. Simon – An application to renew the concurrent internship license was received on May 27, 2021. The Applicant has previously been licensed as a concurrent intern and Rule 69K-18.003, Florida Administrative Code, only permits one internship in a lifetime. The current license expires on July 23, 2021. The Division is recommending approval without conditions.

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

(b) Stanwix-Hay, Jencie H F435230

Ms. Simon – An application for a concurrent internship license was received on March 6, 2021. This application was not considered viable as the Applicant had previously been licensed as a concurrent intern and 69K-18.003, Florida Administrative Code, only permits one internship in a lifetime. The license expired on April 17, 2021. On or about May 24, 2021, the Division received a Petition for Waiver of Rule 69K-18.002, Florida Administrative Code. Both the Petition and the application for internship were included in the Board packet. The Division is recommending approval of the petition and application for internship. Is the applicant on the call today? Hearing no response. Mr. Chairman?

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

(c) Tirado, Laura E F438205

Ms. Simon – An application to renew the concurrent internship license was received on May 6, 2021. The applicant has previously been licensed as a concurrent intern and Rule 69K-18.003, Florida Administrative Code, only permits one internship in a lifetime. The current license expired on May 6, 2021. The Division is recommending approval without conditions.

MOTION: Mr. Knopke moved to approve the application. Mr. Jensen seconded the motion, which passed unanimously.

Chair – Let's take a break. It's 12:11, why don't we come back at 12:20. So, we'll come back and resume at 12 20. Thank you.

**********BREAK**********

Chair – Ok, I think everybody's back with us. Nine (9) minutes doesn't seem very long, does it? Should have gone a little later. Ms. Simon?

Ms. Simon – Yes, sir.

10. Application(s) for Embalmer Apprentice
A. Informational Item (Licenses Issued without Conditions) – Addendum G
(1) Brown, Trey M F510506
(2) Russo, Joseph A F510505
(3) Waters, Rhonda K F507155

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 G.

11. Applications(s) for Registration as a Training Agency

A. Information item (Licenses Issued without Conditions) – Addendum H

(1) Foundation Partners of Florida LLC d/b/a Florida Mortuary Funeral & Cremation Services (F331138) (Tampa)

(2) Northstar Funeral Services of Florida LLC d/b/a Beth Israel Memorial Chapel (F067801) (Delray Beach)

(3) Ponger Funeral Home PA d/b/a Ponger-Kays-Grady Funeral & Cremation Services (F257775) (Arcadia)

Ms. Simon – This is an informational item where the Funeral, Cemetery, and Consumer Services Division has reviewed the applications listed on Addendum H and found them to be complete in that the applicants have met the requirements to be a training agency. Pursuant to Rules 69K-1.005(12)(b), Florida Administrative Code, the Division has previously approved these applications.

B. Recommended for Approval without Conditions

(1) Request(s) for Waiver

(a) Coney Funeral Home Inc (F498153) (Lakeland)

Ms. Simon – Coney Funeral Home Inc, seeks approval of a waiver of Rule 69K-18.004, Florida Administrative Code, regarding certain requirements for licensure as a training agency. Your Board packets include the applications and request for waiver. The funeral establishment license was approved for a change of ownership license and the license was issued on March 17, 2021. The Division is recommending approval of the application and that the application be backdated to run concurrently with the new license date of March 17, 2021, and that Rule 69K-18.004, Florida Administrative Code, be waived as requested by the licensee, provided there has been no dispute by the public within thirty (30) days of the date the request was published. Is there a representative of this entity on the call today? Hearing no response. Mr. Chairman?

Chair – Board members?

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

12. Notification(s) of Change in Location

A. Information Item (Licenses Issued without Conditions) – Addendum I

(1) Barbara Falowski Funeral and Cremation Services Inc (F233880) (Fort Lauderdale)

(2) Bell & Clark Funeral Home LLC (F087258) (West Palm Beach)

(3) Coney Funeral Home Inc (F498153) (Lakeland)

Ms. Simon – This is an informational item. The establishments listed on Addendum I have applied for approval of a change of location of their businesses. The only criteria for approval is that the new location pass inspection by the Division of Funeral, Cemetery, and Consumer Services.

13. Application(s) for Monument Establishment Sales Agent

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

(1) Gray, William R F045263

Ms. Simon – This is also an informational item. Pursuant to Rule 69K-1.005, Florida Administrative Code, this application has been approved.

14. Application(s) for Preneed Branch License

A. Recommended for Approval without Conditions – Addendum K

(1) Apyre National Cremation Services (Punta Gorda) (F508251)

(2) Best Care Cremation LLC (Clearwater) (F451456)

(3) Foundation Partners of Florida LLC d/b/a ALifeTribrute Funeral Care (Gulfport) (F201690)

(4) Foundation Partners of Florida LLC d/b/a Anderson McQueen Funeral Home (F201714) (St. Petersburg)

(5) Foundation Partners of Florida LLC d/b/a Loyless Funeral Home (Tampa) (F331137)

(6) Legacy Options Fort Myers LLC (Fort Myers) (F503554)

(7) Long-Granberry Funeral Services Inc d/b/a Battle Mortuary (Panama City) (F508012)

Ms. Simon – Pursuant to s. 497.453(7), Florida Statutes, the applicants listed on Addendum K have applied for preneed branch licensure. The applications were complete without reportable criminal or disciplinary history and were accompanied by the required fee. The record indicates that the applicants qualify for branch licensure, and the Division recommends approval of the applications.

Mr. Clark – Mr. Chairman?

Chair – Go right ahead.

Mr. Clark – I just wanted to declare for the record my affiliation with Foundation Partners Group of Florida, and I'll be recusing myself from this matter, as well as 18. C. (1), 21. A. (1) (a), and 22. B. (1) (a). Thank you.

Chair – Thank you, Mr. Clark.

Mr. J. Williams – Mr. Chairman?

Chair – Go right ahead.

Mr. J. Williams – This is John Williams and I'd like to declare, so as to avoid any conflict, I'll be recusing myself from this agenda item, as I'm personally involved with a subsequent agenda item involving Foundation Partners as the applicant.

Chair – Is there a motion?

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

15. Application(s) for Broker of Burial Rights

A. Recommended for Approval without Conditions

(1) Jocelyne Surin (Apopka)

Ms. Simon – The application was received on April 28, 2021. The application was incomplete when received. The application was deemed complete on May 26, 2021. The Department completed a background check of Applicant's principal and owner, which revealed no criminal history. The Division is recommending approval without conditions. Is the applicant on the call today? Hearing no response. Mr. Chairman?

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

16. Application(s) for Cinerator Facility

A. Recommended for Approval with Conditions

(1) Anago Crematory LLC (Boynton Beach)

Ms. Simon – An application for a cinerator facility was received by the Division on April 27, 2021. The application was incomplete when submitted. A completed application was received on June 1, 2021. A background check of the principals revealed no criminal history for its principals. 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 entity on the call today?
[Unidentified Person] – Yes, there is.

Ms. Simon – Mr. Chairman?

Chair – Sir, would you want to address the Board or are you merely here to answer questions?

[Unidentified Person] – I was merely here just to find out what was going on. Looking forward to opening up a facility here.

Chair – Ok. Not necessary to be sworn in, Ms. Munson?

Ms. Munson – No, Chair. Thank you.

Chair – Thank you. Board?

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

[Unidentified Person] – Thank you very much Board.

Chair – Good luck, sir.

[Unidentified Person] – Thank you.

(2) Heritage Gardens Crematory LLC (Niceville)

Ms. Simon – An application for a cinerator facility was received by the Division on May 11, 2021. The application was complete when submitted. The Funeral Director in Charge will be Jonathan Pitts (F043772). 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 the applicant on the call? Hearing no response. Mr. Chairman?

Chair – Board?

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

B. Recommended for Approval without Conditions

(1) Sikes Funeral Homes Inc d/b/a Three Oaks Crematory (Marianna)

Ms. Simon – An application for a cinerator facility was received by the Division on April 1, 2021. The application was incomplete when submitted. The application was deemed complete on May 4, 2021. The Funeral Director in Charge will be Christopher Sikes (F043697). A background check of the principals revealed no criminal history. The facility passed its inspection on June 2, 2021. The Division is recommending approval without conditions. Is there a representative of the applicant on the call today? Hearing no response. Mr. Chairman?

Chair – Board?

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

17. Application(s) for Funeral Establishment

A. Recommended for Approval with Conditions

(1) A Mortuary Service – Main LLC (Oakland Park)

Ms. Simon – An application for a funeral establishment was received by the Division on May 1, 2021, and was deemed complete on May 24, 2021. The Funeral Director in Charge will be Melinda Jackson (F042470). A background check of the principals revealed no criminal history. The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Is there a representative of the applicant on the call today? Hearing no response. Mr. Chairman?

Mr. Knopke – Mr. Chairman?

Rabbi Lyons – Mr. Chairman, you're muted.

Chair – Go right ahead, Mr. Knopke.

Mr. Knopke – Thank you, sir. Also, that noise was not me. Has the Department staff checked with the principals that this is really the name of the business, A Mortuary Service or Main LLC?

Ms. Simon – Mr. Knopke, that is the name that was on the application. I believe on page after page, so I can only assume that will be the name.

Mr. Knopke – Ok. It's just odd. That's why I'm asking. Thank you.

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

(2) Americare Funeral Services LLC (Tallahassee)

Ms. Simon – An application for a funeral establishment was received by the Division on April 26, 2021, and was deemed complete on May 13, 2021. The Funeral Director in Charge will be Tholley Taylor (F045468). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Is there a representative of the applicant on the call today?

Ms. Wiener – I am. Wendy Wiener.

Ms. Simon – Thank you, Ms. Wiener. Mr. Chairman?

Chair – Ms. Wiener, did you want to address the Board or you're merely here to answer questions?

Ms. Wiener – Just to answer questions, sir.

Chair – Ok. Board?

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

Ms. Simon – Thank you, sir.

(3) Frazier Family Funerals LLC (Jacksonville)

Ms. Simon – An application for a funeral establishment was received by the Division on April 21, 2021, and was deemed complete on May 14, 2021. The Funeral Director in Charge will be Randy Frazier (F389850). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Is there a representative of the applicant on the call today?

Mr. Randy Frazier – Good afternoon. This is Randy Frazier.

Chair – Mr. Frazier, did you want to address the Board or you're merely here to answer questions?

Mr. Frazier – Just for questions.

Chair – Thank you. Board?

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

Ms. Clay – Mr. Chairman?

Chair – Yes, ma'am?

Ms. Clay – I'd like to advise of my association with the next case, J P Moore Undertaking, and to declare that this association will in no way affect my decision making or voting.

Chair – Thank you for that declaration.

(4) J.P. Moore Undertaking Co LLC d/b/a J.P. Moore Mortuary & Cremation Services (Madison)

Ms. Simon – The application for a funeral establishment was received by the Division on May 17, 2021. The Funeral Director in Charge will be Jamarien Moore (F062019). The Division is recommending approval of the application referenced above, subject to the following conditions:

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 establishment passes an onsite inspection by a member of Division Staff.

Chair – Is there anyone with us representing this firm?

Jamarien P. Moore – Yes, sir, Mr. Chair. Good afternoon. Jamarien J P Moore.

Chair – Mr. Moore, good afternoon. Would you want to address the Board or you're just merely here to answer questions?

Mr. Moore – Here to answer any questions the Board may have.

Chair – Thank you.

Mr. Knopke – Mr. Chair, I have a question.

Chair – Go right ahead.

Mr. Knopke – Ms. Simon, is this a new funeral home application or a change of ownership application? One part in the Division's remarks it says it's a change of ownership for a funeral establishment.

Ms. Simon – Yes, sir. On Page 2 of the application it is checked off as an application for approval of a change of ownership of an existing funeral establishment.

Mr. Knopke – Ok. Wouldn't it, well never mind. I'm good. Thank you.

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

Chair – Thank you, Mr. Moore. All the best to you.

(5) Michael Williams Funeral Services LLC (Hollywood)

Ms. Simon – An application for a funeral establishment was received by the Division on April 16, 2021. The Funeral Director in Charge will be Tony Austin (F045080). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Is there a representative of the applicants when the call today? Hearing no response. Mr. Chairman?

Chair – Board?

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

(6) Peoples Choice Mortuary & Cremation Service LLC (Deltona)

Ms. Simon – An application for a funeral establishment was received by the Division on April 12, 2021, and was deemed completed on May 26, 2021. The Funeral Director in Charge will be Karen Peoples (F059371). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff. Is there a representative of the applicant on the call today? Hearing no response. Mr. Chairman?

Mr. Jensen – Yes, he's here. He's waving over here.

Chair – I'm sorry?

Mr. Jensen – Mr. Chairman, the gentleman is over here waving. I think he's a representative of that particular facility.

Chair – Would you speak up, sir?

Ms. Simon – We cannot hear you, sir.

Chair – Sir, is there a representative of this entity? Mr. Peoples, we can't seem to hear you.

Ms. Schwantes – Mr. Chair, this is Mary Schwantes. May I?

Chair – Please.

Ms. Schwantes – This may have been one of the calls that Ms. Bryant had to cut earlier because of the disturbances that were coming across.

Ms. Bryant – No, I didn't mute him. He's not one of the ones.

Ms. Schwantes – My apologies.

Rabbi Lyons – He is unmuted.

Ms. Schwantes – Yes, he is indicating he's unmuted, so perhaps he'll need to call back in.

Mr. D. Williams – He may have to do something to his device. It may be muted on his device itself, and not necessarily the GoToMeeting.

Ms. Bryant – Maybe he doesn't have any questions or anything, he's just there.

Chair – Mr. Peoples?

Mr. Alfred Graham – Yes, I'm Alfred Graham, Peoples First Mortuary and Cremation Service LLC.

Chair – Did you want to address the Board or your merely here to answer questions.

Mr. Graham – No, sir. I don't need to address. If you all have questions, I'm willing to answer them.

Chair – Thank you. Board?

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

Chair – Thank you, Mr. Graham.

18. Application(s) for Preneed License Renewals

A. Recommended for Approval without Conditions – Addendum L

Ms. Simon – I'd like to make two (2) corrections on Addendum L. The matter of Clymer Cremations and Funeral Home Incorporated, the net worth is listed as approximately $11,000, but it should be approximately $111,000. Also, there is Stone Brothers Funeral Home, while the net worth was originally reported as $83,000, it subsequently was reported as a net worth of approximately $126,000, so it meets the net worth requirement. The Division is recommending that you approve the applications listed on the Addendum L.

Mr. Jensen – Mr. Chairman?

Rabbi Lyons – Mr. Chair

Chair – I'm sorry, I missed that.

Mr. J. Williams – Mr. Chairman, this is Mr. John Williams.

Chair – Yes?

Mr. J. Williams – For 18. A. and possibly B., definitely B., I just wanted to declare my affiliation with FSI-Funeral Services, Inc, as a Board member, and I do believe that I would be fair and impartial on all agenda items with which they may be connected.

Chair – Thank you for that declaration.

Mr. Knopke – Mr. Chair? Mr. Knopke.

Chair – Go right ahead.

Mr. Knopke – Let me make the declaration that I'm associated with Curlew Hills Memory Gardens, Inc. on item number 18. A., and that will not affect my ability to be fair and impartial. Thank you.

Chair – Thank you.

Mr. Clark – Mr. Chairman?

Chair – Mr. Clark?

Mr. Clark – Sir, I am recusing myself from 18. C. (1), but for 18. A., I wanted to state my affiliation with FPG of Florida and for this matter, that affiliation will not prevent me from rendering a fair and impartial decision.

Chair – Thank you.

Mr. Jensen – Mr. Chairman?

Chair – Go right ahead.

Mr. Jensen – I would like to recuse myself from 18. A., as I own some of the entities that are involved there.

Chair – Thank you, Mr. Jensen.

Mr. Hall – Mr. Chair?

Chair – Go right ahead, Mr. Hall.

Mr. Hall – Lew Hall with Lew Hall and Associates. This affiliation won't affect my ability to judge and remain fair and impartial.

Chair – Thank you.

Mr. J. Williams – And, Mr. Chair? John Williams again. I do need to recuse myself from this as owner of Farley Funeral Homes and Venice Memorial Gardens. I need to recuse myself from voting for those on 18. A.

Chair – Thank you.

Rabbi Lyons – Mr. Chair?

Chair – Rabbi Lyons?

Rabbi Lyons – I have an association with Nafesh Monuments. There's an item on 18. A. I am a volunteer Board member. It's a non-profit. I have no stake in it, and therefore, it will not affect my ability to be fair and impartial on all items.

Chair – Thank you. Ms. Simon, are you trying to get my attention?

Ms. Simon – I was just trying to ascertain that based on the responses, we do still have a quorum voting. I just want to make that clear for the record.

Chair – Ms. Munson?

Ms. Munson – Yes, sir?

Chair – Ms. Simon's statement was with the Board members that are recusing themselves, now there's a difference, Board members, between recusing yourself and not recusing yourself. There's a declaration, or there's a recusal. Ms. Simon, how many people do we need that have recused themselves?

Ms. Simon – We need six (6) people for a…I'm afraid I can't answer that at the moment, sir, but I know that Mr. Jensen recused himself, and I believe that there was one (1) other Board member that recused himself.

Ms. Munson – Ms. Jensen recused himself and Mr. J. Williams recused himself from 18. A.

Chair – So, we do have a quorum?

Ms. Munson – We do.

Chair – Ok. So, Board? How do you vote?

MOTION: Mr. Hall moved to approve the applications listed on Addendum L. Mr. Jones seconded the motion, which passed unanimously. *"Board Member John Williams recused himself from this vote based on a voting conflict of interest. He submitted Form 8A*

to the Board office on June 28, 2021, in compliance with section 112.3143, F.S. The form is incorporated herein and preserved with these minutes."

FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Williams John Allen	Funeral Cremation & Consumer Services
MAILING ADDRESS	NAME OF STATE AGENCY
644 Apalachicola Road	Department of Financial Services
CITY / COUNTY	MY POSITION IS:
Venice / Sarasota	☐ ELECTIVE ☑ APPOINTIVE
DATE ON WHICH VOTE OCCURRED	
6/24/21	

WHO MUST FILE FORM 8A

This form is for use by any person serving at the State level of government on an appointed or elected board, council, commission, authority, committee, or as a member of the Legislature. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

As a person holding elective state office, you may not vote on a matter that you know would inure to your special private gain or loss. However, you may vote on other matters, including measures that would inure to the special private gain or loss of a principal by whom you are retained (including the parent or subsidiary or sibling organization of a principal by which you are retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. If you vote on such a measure or if you abstain from voting on a measure that would affect you, you must make every reasonable effort to disclose the nature of your interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for you to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION OR VOTE AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

CE Form 8A - Effective 10/2013
Adopted by reference in Rule 34-7.010(1)(e), F.A.C.

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DISCLOSURE OF STATE OFFICER'S INTEREST

I, John A. Williams, hereby disclose that on June 24, 20 21:

(a) A measure came or will come before my agency which (check one or more)

- ✓ inured to my special private gain or loss;
- ✓ inured to the special gain or loss of my business associate, Michelle F. Williams;
- ✓ inured to the special gain or loss of my relative, Michelle F. Williams;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Foundation Partners Group had entered into an Asset Purchase Agreement with companies that we own. These companies are regulated by the department/division. As such, I recused myself from all agenda items with which they were associated during the 6/24/21 board meeting.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/28/21
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE Form 8A - Effective 10/2013
Adopted by reference in Rule 34-7.010(1)(e), F.A.C.

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B. Recommended for Approval with Conditions

(1) Corey-Kerlin Funeral Home PA (F038706) (Jacksonville)

Ms. Simon – The licensee has not met its negative minimum net worth requirements in that the licensee reports a negative net worth of $(194,331). The required minimum net worth for renewal is $100,000. The licensee's principals executed personal

guarantees for their preneed obligations and both provided personal financial statements of their assets and liabilities. The Division recommends the Board approve the application for renewal of its preneed main license subject to the condition that the licensee trust 100% of all preneed contract sales or sell only insurance funded contracts. Is there a representative of the applicant on the call?

Jerry Nackashi – Yes, I'm here,

Ms. Simon – Mr. Chairman?

Mr. Nackashi – My name is Jerry.

Chair – Mr. Nackashi, did you want to address the Board or you're merely here to answer questions?

Mr. Nackashi – Here to answer questions. Most of ours is treasury stock.

Chair – Let's swear you in, please.

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

Mr. Nackashi – Yes.

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

Mr. Nackashi – Jerry Nackashi, N A C K A S H I.

Ms. Simon – Thank you, sir.

Chair – Thank you, Mr. Nackashi. Did you want to address the Board?

Mr. Nackashi – I just wanted to say that this has happened many years, because we have many partners that retire. We just had a partner that are tired. And the reason this happens is because of a treasury stock. And we do fund with 100%.

Rabbi Lyons – Mr. Chair?

Chair – And it's been renewed year after year after year.

Mr. Nackashi – It has.

Chair – Under the same conditions.

Mr. Nackashi – Yes, sir. We just had Robert Wood, who was one of the owners, retire.

Rabbi Lyons – Mr. Chair?

Chair – Yes? Go right ahead.

Rabbi Lyons – If I could just ask for clarification. How does this work exactly? The treasury stock affects your net worth?

Mr. Nackashi – Yes, sir. The person that retired, we owe them the money. Of course, its unsecured, so if anything happens, they just don't get anything.

Rabbi Lyons – So it's a liability. I got you.

Chair – The owners have given their personal guarantee, year after year, Mr. Nackashi and Mr. Pittman.

Mr. Nackashi – Yes, sir.

Chair – Along with their personal statements of assets and liabilities, and they agreed to continue to voluntarily trust 100% or utilized insurance funding by the entity. Is there a motion?

Mr. Hall – Mr. Chair?

Chair – Go right ahead.

Mr. Hall – Am I able to ask a question of the Division?

Chair – Please.

Mr. Hall – In the past, Ms. Simon, what we've done on these is just what this licensee has done. Saying, you have the option to do a personal guarantee, and then provide the financials to Division showing us that they have that net worth there. Are we able, for this section, I think like we've done in the past, to just approve these, provided they provide that personal guarantee and the financial statements to you, or do we need to do them one at a time?

Ms. Simon – Mr. Hall, those financial statements have already been tendered by the licensee or the applicant and therefore those conditions have already been met.

Mr. Hall – I mean, on this licensee it has, but on some of the others, they offered some other options. Are we able to ask them that for all of them and just blanket this section to approve them, provided they provide their financial statements and personal guarantees? Because I know about half of them had and half of them had not. So, that's what I'm asking.

Mr. Nackashi – There's only two (2) of us left.

Mr. Hall – No, I'm talking about this whole section right here, in B. I know you've done it. What I'm asking is not of your license, but the entire group here in B section.

Chair – Have others done the same thing?

Mr. Hall – Some of them have, some of them have not. Can we make a motion to approve these in B. based on the fact they sign a personal guarantee to you and provide the financials to you?

Ms. Simon – If I may? Mr. Hall, there are, I think, three (3) variables, or three (3) alternatives that have been provided by individuals. One is a personal statement of assets or liabilities. The second is a personal guarantee. The third is 100% trusting. And I'm not sure that each licensee has agreed to 100% trusting. I have not looked up each individually, but I remember upon my review. I think that there were a couple that did not.

Mr. Hall – Yes, I mean, my questions is can we make a motion? This individuals' already done those things. So, can we make a motion on B section that if the licensees agree to that, then we move and forward and approval them? {Inaudible} a letter saying we'll pay it. I'm not totally comfortable with that.

MOTION: The Chair moved to approve the application subject to the condition that the licensee trust 100% of all preneed contract sales or sell only insurance funded contracts. Mr. Clark seconded the motion.

Mr. Jensen – Question?

Chair – Mr. Jensen?

Mr. Jensen – Yes, sir. I'm curious here and maybe Ms. Simon can help me. In looking through a lot of these, there's been two (2) or three (3) years that things have gone on where the requirements were not met. Perhaps we should either change that, or how long are we going to let this go? Is there a limit? I mean, the Board has kind of been approving this over the years with things not being met. Is there a limit or you can just keep renewing, even though you don't meet the financial requirements? As the gentleman stated, if somebody retires and there's no money, they get no money. If there's money, then they get money, so, you know, they've got rules. Maybe we should have rules.

Ms. Simon – Mr. Jensen, as a Board, you can decide that. You're welcome to make any motion you wish.

Mr. Jensen – I would like to make the motion after it goes after we've given them to three (3) times, then we need to draw the line somewhere, or this is just going to be a continuing thing over and over again.

Mr. Knopke – Mr. Chair?

Chair – Go right ahead, Mr. Knopke.

Mr. Knopke – Mr. Jensen, this has gone on for years going back to the previous Board and in this section, exactly like this one here, the company is financially sound everywhere except on paper with this treasury stock issue. There used to be three (3) times as many on here as there were, and they're gradually going away. I don't know that you can just arbitrarily pick two (2) years, three (3) years. In this case, you'd look at this one, and a year ago, they were over half a million to the positive, and this year, there are almost 200 to the negative, if I'm looking at it correctly, which is a huge swing, but yet the treasury stock issue, if they had to go a different route, they may well put the entire company in jeopardy. Then the State of Florida loses, the consumer loses and the citizens of the Jacksonville area lose as well. Just a little historical background more than anything else.

Rabbi Lyons – Mr. Chair?

Mr. Jensen – I would agree with you on that one. I was kind of looking at, you know, all of these here as a whole, You know, somewhere in here, I don't know, maybe it needs to be applied for under a different {inaudible}. I mean, what options are there or are there options? That's kind of what I'm asking.

Chair – I think on this particular one, they voluntarily trust 100% or utilize insurance funded by an entity. So, that takes care of the public interest there, Mr. Jensen.

Mr. Jensen – That's correct. It does.

Mr. Knopke – Mr. Chairman, may I address?

Chair – Yes, please.

Mr. Knopke – Thank you. Mr. Jensen, again, the options in the statute have given the Department and the Board leeway in approving these, which the various options probably are laid out here today. It more than likely would take a legislative change to change any the varying options, which, you know, we can all go down that route. The good part of all of this, I will tell you, historically we've never had one of these companies that have had these different types of situations pop up here that I'm aware of, go out of business and file bankruptcy and everybody gets nothing, including the consumers that we're all charged with serving, which is good. So, again, I'm not against what you're talking about. There are varying degrees that give the Department the leeway that we would need.

Chair – There is a motion on the floor.

Rabbi Lyons – Motion to approve with conditions.

Chair – I'm sorry?

Rabbi Lyons – Motion to approve with conditions.

Chair – Thank you. And that was seconded?

Mr. Knopke – You made the motion, and I think Rabbi seconded it.

Rabbi Lyons – I second your motion, Mr. Chair.

Chair – And all those in favor, aye?
Board members – Aye.

Chair – And any opposed? And the motion carries.

(2) Hancock Funeral Home Inc (F048079) (Ft Meade)

Ms. Simon – The licensee has not met its minimum net worth requirements in that a licensee reported a net worth of approximately $35,000 when the required net worth $40,000. The Division recommends that the Board renew the preneed license subject to the condition that the licensee trust 100% of all preneed contract sales, or sell only insurance funded contracts.

MOTION: Mr. Jones moved to approve the application subject to the condition that the licensee trust 100% of all preneed contract sales, or sell only insurance funded contracts. Rabbi Lyons seconded the motion, which passed unanimously.

(3) Masters Funeral Home LLC (F019261) (Palatka)

Ms. Simon – All the paperwork has been submitted now. The licensee has met its net worth requirement and has paid its late fees. The Division recommends approval of the renewal without conditions.

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

Ms. Munson – May I, Ms. Simon, just to clarify? Was anyone here for Hancock Funeral?

Mr. Bill Williams – This is Bill Williams, FSI, Power of Attorney for the firm.

Ms. Munson – I just wanted to note for the record. Thank you.

Mr. B. Williams – Thank you.

Chair – Mr. Williams, did you want to address the Board?

Mr. B. Williams – No, sir. Thank you.

Chair – Thank you. We've got a lot of Williams out there.

(4) McIntee Holdings LLC (F019193) (Wilton Manors)

Ms. Simon – The licensee has not met its minimum net worth requirements in that the licensee reported a net worth of approximately $25,000, when the required minimum net worth is $40,000. The licensee's principal, Bernard McIntee, provided a letter from the broker indicating the recent property appraisal of the entity's property assets. As a result, the Division recommends that the Board approve the renewal subject to the condition that the licensee trust 100% of all preneed contract sales or sell only insurance funded contracts. Is there a representative of the entity on the call?

Mr. B. Williams – Bill Williams, FSI, Power of Attorney for the firm.

Chair – Mr. Williams, did you want to address the Board?

Mr. B. Williams – No, sir. Just to answer any questions you may have.

Chair – Thank you. Board?

MOTION: Mr. Knopke moved to approve the application subject to the condition that the licensee trust 100% of all preneed contract sales or sell only insurance funded contracts. Mr. Jones seconded the motion, which passed unanimously.

(5) R Lee Williams & Son Funeral Home Inc (F019230) (St Petersburg)

Ms. Simon – Although the licensee has not met its minimum net worth requirements in that it has a negative net worth of approximately $49,000, the principal, Robin Williams, has submitted his personal guarantee for its preneed obligations, along with a personal financial statement of assets and liabilities. As a result, the Division recommends the Board approve the application subject to the condition that the licensee trust 100% of all preneed contract sales or sell only insurance funded contracts. Is there a representative of the applicant on the phone?

Robin Williams – Yes, this is Robin Williams.

Ms. Simon – Thank you, sir.

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

Mr. R. Williams – Answer questions, sir.

Chair – Thank you. Board?

MOTION: Rabbi Lyons moved to approve the application subject to the condition that the licensee trust 100% of its preneed contract sales or sell only insurance funded contracts. Mr. Knopke seconded the motion, which passed unanimously.

(6) Robert Bryant Services Inc (F039341) (Orlando)

Ms. Simon – The licensee has not met its minimum net worth requirements in that the licensee reported a net worth of approximately $14,000 when the required net worth is $40,000. The Division recommends approval subject to the condition that the licensee trust 100% of all preneed contracts sales or sell only insurance funded contracts.

Rabbi Lyons – Mr. Chair?

Chair – Is there anyone representing Robert Bryant Services?

Marc de Arrigoitia – Yes.

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

Mr. de Arrigoitia – Here to answer questions.

Chair – Thank you. I'm sorry, Rabbi?

Rabbi Lyons – If I could? Just going through to Mr. Jensen's point earlier, we had an item early here also where the property value wasn't originally considered part of the net worth. It looks like, on this item, just reading through the package, that there were certain things that they didn't want to disclose as a matter of privacy, and therefore, that affected the calculation of the net worth. I don't know exactly how this works, but the effect on the legislation, or if we can do it, you know, through rules or whatnot, but with a lot of this, it seems to me that it's very reasonable that a private company would choose to not disclose their private books to the whole world, and trust 100% of the money, which is anyway, a good idea. And then you don't need

the net worth to back it up. So, I'm just throwing it out there. I know we have a legislative session coming up, and maybe there is a way to sort of avoid saying I'll try to consider the real estate value of the place, and net worth in a more meaningful way that it will come to the Board, and also, maybe just an alternative that you don't do the net worth if you're going to trust 100% of the money, but all of that is just for comment.

MOTION: Rabbi Lyons moved to approve the application subject to the condition that the licensee trust 100% of all preneed contracts sales or sell only insurance funded contracts. Mr. Knopke seconded the motion, which passed unanimously.

Chair – Might want to take a look at s. 497.453(2)(b), F.S. Not right now, but at your leisure, please. That was s. 497,453(2)(b), F.S.

(8) Troxelcorp Enterprises Inc (F038723) (Cocoa)

Ms. Simon – The licensee has not met its net worth minimum requirements in that the licensee reported a net worth of approximately $7000 when the required minimum net worth is $100,000. The licensee has provided an alternative to the net worth requirement, to wit, a personal guarantee for the licensee's preneed obligations executed by a principal for licensee. The Division recommends the Board approve the application for renewal of the preneed main license subject to the following conditions:

1) That the licensee trust 100% of the monies involved from preneed contracts, or sell contracts funded by life insurance; and
2) That the licensee provides a personal financial statement of assets and liabilities evidencing the ability to be responsible for 870,000 of outstanding preneed contract sales.

Ms. Simon – Is there a representative of the entity on the call today? Hearing no response. Mr. Chairman?

Chair – Board?

Mr. Jensen – Ms. Simon, did I hear you say you're looking for a personal financial statement? Is that what I heard you say?

Ms. Simon – Yes. If I may, Mr. Chairman?

Chair – Yes, please.

Ms. Simon – Yes, sir. That is one of the alternatives provided by statute, as for an entity that does not meet the financial minimum net worth requirements.

Mr. Jensen – Ok. Thank you.

Chair – It can be personally guaranteed, executed by the principal.

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

Mr. Hall – Did we miss (7)?

Rabbi Lyons – Yes. That's what I was going to ask.

Ms. Simon – Excuse me.

Chair – We need to go back to (7).

(7) Thomas J Brett Funeral Home Inc (F019259) (St Petersburg)

Ms. Simon – The licensee has not met its minimum net worth requirements in that the licensee reported a net worth of approximately $98,000 when the required net worth was $100,000. The licensee's principal executed a personal guarantee, as

well as personal financial statement of assets and liabilities. The Division recommends approval subject to the condition that the licensee trust 100% of all preneed contract sales, or sell only insurance funded preneed contracts.

MOTION: Mr. Hall moved to approve the application subject to the condition that the licensee trust 100% of all preneed contract sales, or sell only insurance funded preneed contracts. Mr. Knopke seconded the motion, which passed unanimously.

Chair – And did we have anybody representing Thomas J. Brett?

Mr. B. Williams – Bill Williams, the Power of Attorney for the firm. No comments.

Chair – Thank you.

C. Recommended for Denial
(1) FPG Tulip Inc. (459301) (Orlando)

Ms. Simon – That application has been withdrawn.

Ms. Simon – Actually, before I go on to D, if I may? Shannon Funeral Home (F039886) was not on Addendum L, but has met all of the conditions for renewal. The Division is recommending approval without conditions.

Chair – Is there a motion?

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

Ms. Simon – If I may have a moment.

Chair – Take your time.

Ms. Simon – For the matter of Wilson Eichelberger Mortuary Incorporated...

Chair – Ms. Simon?

Ms. Simon – Sorry, sir? Mr. Chairman?

Chair – Are we on 18 D. (1)?

Ms. Simon – Actually, I'm just handling a couple of other matters, if I may, before we move on, on the agenda?

Chair – Go right ahead.

Ms. Simon – Thank you, sir. Wilson Eichelberger Mortuary Incorporated (F019320). While that entity is on Addendum M, as of June 17, 2021, the establishment has provided all of the required forms and has paid late fees. As a result, the Division is recommending approval without conditions.

MOTION: Mr. Knopke moved to approve the application. Ms. Clay seconded the motion, which passed unanimously.

Ms. Simon – Thank you. Going back to the agenda. Before we go on, Ms. Morris does an excellent job on this, and I just needed to mention that as she's leaving my office.

D. Request(s) for Waiver of Late Fee
(1) Griffith-Cline Funeral & Cremation Services (F019180) (Bradenton)

Ms. Simon – The licensee reported a net worth of approximately $156,000 against a required minimum net worth of $80,000. The matter is before the Board for the request for waiver of late fees. The licensee's application was due no later than April 1,

2021, but was received by the Division as of June 2, 2021, approximately sixty-seven (67) days late. The licensee provided written explanation. Pursuant to s. 497.453(5)(e), F.S., and Rule 69K-5.0026(2), F.A.C., late fees are accessible in the amount of $1000. Board members?

Mr. Knopke – Mr. Chairman?

Chair – Go right ahead, Mr. Knopke.

MOTION: Mr. Knopke moved to deny the request.

Mr. Knopke – This past year, we've all had issues in just about every firm in the state could have applied for this part, if they had been late, but the vast majority have been on time, if not early. And it also shows the need to have backup training. Multiple people trained to do multiple jobs.

Rabbi Lyons – Mr. Chair?

Chair – Go right ahead.

Rabbi Lyons – The explanation cited COVID and then it cited a stroke. So, I don't think most, you know, thank God, most people in Florida had to deal with that this year.

Mr. Knopke – But, I was…

Ms. Simon – I'm sorry, Mr. Knopke. Before we continue, is the representative of the applicant or on the call today? Hearing no response. Mr. Knopke, I apologize.

Mr. Knopke – No problem. Mr. Chair, I'll acknowledge that the stroke is secondary. I mean, it's a serious situation. Don't get me wrong. It may have been COVID-caused. It may not have been, but the fact that COVID was listed as first for the two (2) or three (3) weeks that they were unfortunately, quarantined and unable to go to the office, it could have gotten done. Secondly, again, the need for cross training. So, when there's emergency situations like this that do occur, you got somebody to back you up.

Rabbi Lyons – It depends on the size of the funeral home.

Mr. J. Williams – I'll second the motion.

Chair – Motion, and it's seconded. The waiver for late fee remains at $1000. And all those in favor, aye?

Board members – Aye.

Chair – Any opposed?

Rabbi Lyons – Opposed.

Chair – One opposed? And the motion carries.

(2) Royal Funeral Service Inc (F019317) (Miami Gardens)

Ms. Simon – The licensee reports a net worth of approximately $2.5 million against the required net worth of $40,000. The matter is before the Board due to the fact that the licensee's filing did not occur until May 4, 2021, when it was required by April 1, 2021. Pursuant to statute and rule, late fees are accessible in the total amount of $500. And the documentation regarding the request for a waiver is enclosed in your Board package. Mr. Chairman?

Chair – Board?

MOTION: Mr. Knopke moved to deny the request. Mr. Jensen seconded the motion, which passed with one (1) dissenting vote.

E. Non-Renewing Preneed Licensees (Not Renewing as of June 30, 2021) – Addendum M

Ms. Simon – This is provided to the Board for information purposes only.

19. Application(s) for Preneed Main License

A. Recommended for Approval without Conditions

(1) Fairway Memorial Properties LLC (Deerfield Beach)

Ms. Simon – The Department received the application on April 26, 2021. The application was completed as of June 7, 2021. Applicant's qualifying funeral establishment license (F422237) is located at the address listed in your Board package. If approved, will utilize FSI as their trusting agent. The Division recommends approval without conditions. Is there a representative of the entity on the call today?

Ms. Wiener – Yes, Wendy Wiener for the applicant.

Ms. Simon – Thank you, Ms. Wiener. Mr. Chairman?

Chair – Ms. Wiener, did you want to address the Board or here to answer questions?

Ms. Wiener – The latter, sir.

Chair – Thank you. Board?

Mr. Knopke – Mr. Chair, question?

Chair – Please, Mr. Knopke.

Mr. Knopke – Ms. Wiener, what's the difference between the Fairway Memorial on the non-renewing list, and this one? What's the current?

Ms. Wiener – I'm sorry. This is just a change in corporate structure. The non-renewing licensee holds a great deal of debt, and this is a sister corporation that does not hold debt. And so, rather than have the financials fail to meet the net worth requirements, the restructuring of the preneed licensee over into the sister corporation resolved that problem. And this applicant will meet the minimum net worth on a go forward basis.

Mr. Knopke – Ok. The outstanding liability, outstanding preneed contracts under the owned corporation, who's responsible for those?

Ms. Wiener – They will become the liability of the new preneed licensee.

Mr. Knopke – Ok, does that happen in this agenda, or does it happen automatically?

Ms. Wiener – There's not a trust transfer approval request that is necessary here or anything of that nature. Once the old one goes out and the new one goes in then that one will automatically, by operation of that new license issuance, take those liabilities and we have asserted that those liabilities will be taken. We would have done a transfer of preneed main license, which would make a tiny bit more sense, but because of the timing, with the one going out and the other one going in, it didn't work that way, So, this is the application process that we underwent.

Mr. Knopke – One more question, Mr. Chair, if I may?

Chair – Go right ahead.

Mr. Knopke – Thank you. Next year we expect to see...

Ms. Wiener – $100,000 of net worth at a minimum.

Mr. Knopke – Ok. Very good. Thank you. That's all for me.

MOTION: Mr. Knopke moved to approve the application. Ms. Clay seconded the motion, which passed unanimously.

(2) Miserere Guild of Hillsborough County Inc d/b/a Resurrection Cemetery (Sefner)

Ms. Simon – The Department received the preneed application on April 21, 2021, and it was completed by May 18, 2021. The applicant's qualifying funeral establishment license (F423447) is located at the address listed in your Board package. If approved, the entity will utilize FSI as their trusting agent. The Division recommends approval without conditions. Ms. Wiener is representing the entity for the purpose of this Board meeting.

Chair – Are you here to address the Board, or are you merely here to answer questions?

Ms. Wiener – I am here to answer any questions the Board may have.

Mr. Knopke – Mr. Chair, I've got another question. I'm sorry.

Chair – Mr. Knopke, go right ahead.

Mr. Knopke – Thank you, sir. Ms. Wiener, it says funeral establishment. Did we approve a funeral establishment at this cemetery?

Ms. Wiener – What says funeral establishment?

Mr. Knopke – The Division's Remarks. I don't recall a funeral establishment. I remember a cemetery.

Ms. Wiener – It is a cemetery. I'm not sure what you're looking at.

Chair – Under the "Division Remarks."

Ms. Wiener – I think that is a typo.

Ms. Simon – I believe so. I believe it is.

Mr. Knopke – Because I think that is the Archdiocese of St. Petersburg, and the only thing I remember coming across over the years has been the cemetery application and so forth.

Ms. Wiener – You are 100% correct. I believe that is simply a typo in the cover page, and I didn't notice that either.

Chair – The applicant's qualifying license…

Ms. Wiener – Is a cemetery.

Mr. Knopke – And if I may interject, it can be used for the funeral home once the funeral home gets approved.

Ms. Wiener – If in fact there will be a funeral home, absolutely.

Mr. Knopke – If in fact, yes.

Chair – Board?

MOTION: Mr. Knopke moved to approve the application. Rabbi Lyons seconded the motion, which passed unanimously.

Ms. Wiener – Thank you.

20. Application(s) for Removal Service

A. Recommended for Approval with Conditions

(1) Journey Mortuary Services LLC (Pensacola)

Ms. Simon – An application for removal service licensure was received on April 13, 2021, and was deemed complete on May 12, 2021. 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 the entity on the call?

Caleb Anderson – Yes, ma'am. This is Caleb Anderson of Journey Mortuary Services.

Ms. Simon – Thank you. Mr. Chairman?

Chair – Do you want to address the Board, sir, or are you merely here to answer questions?

Mr. Anderson – Just here to answer questions, sir.

Chair – Thank you. Board?

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

Chair – Now, this this will operate out of Pensacola, sir?

Mr. Anderson – Yes, sir. Pensacola, Florida, here in the Panhandle.

Chair – Thank you.

Mr. Anderson – Yes, sir. Thank you. Thank you, Board.

Chair – You're welcome.

(2) MS Mortuary First Call LLC (Orlando)

Ms. Simon – An application for removal service licensure was received on May 3, 2021, and was deemed complete on May 20, 2021. The current license was approved at the February Board meeting and the criminal history was reviewed at that meeting. The Division is recommending approval subject to the condition(s) as follows:

1) That the removal service passes an inspection by a member of Division Staff.
2) That the establishment's license is placed on probation until February 2, 2023.

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

Ms. Maria Rosales – Yes, Maria Rosales for MS Mortuary.

Ms. Simon – Thank you. Mr. Chairman?

Chair – Did you want to address the Board or you're merely here to answer questions?

Ms. Rosales – I'm just here to answer any questions.

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

Ms. Rosales – Thank you.

Chair – Good luck.

(3) P&P Recovery LLC (Port St Lucie)

An application for a removal service license was received by the Division on April 12, 2021, and the application was deemed complete on June 1, 2021. A background check of the principals revealed a criminal history, to wit, in April 2004, Lauriston Parris pled no Contest to Felony DL/ID Unauthorized Use and Resisting without Violence, and in July 2013, Lauriston Parris pled no contest to Felony Florida Litter Law. The Division is recommending approval application subject to the condition that the facility passes an onsite inspection by a member of Division Staff. Is there a representative of the applicant on the call today? Hearing no response. Mr. Chairman?

Chair – 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. Knopke seconded the motion.

Chair – Any discussion?

Mr. Jensen – Mr. Chairman, I'm wondering is it possible to add maybe a years-probation onto this just in lieu of what the background was?

Chair – Yes, we can do that if the motion and a second are withdrawn, and then it could be added onto it.

Mr. Jones – Mr. Chair, if you wish, I can modify my motion to add a one-year probation.

Chair – Mr. Knopke?

Mr. Knopke – Yes, I'm good.

Chair – Well, we have motion and second. All those in favor, aye?

Board members – Aye.

Chair – And any opposed? The motion carries.

B. Recommended for Approval without Conditions

(1) Florida First Call Removal Service LLC (Lakeland)

Ms. Simon – An application for removal service licensure was received on May 4, 2021. The facility passed its inspection on June 2, 2021. The Division is recommending approval without conditions. Is there a representative of the applicant on the call? Hearing no response. Mr. Chairman?

Chair – Is there a motion?

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

21. Collective Application(s)

A. Recommended for Approval with Conditions

(1) Change of Ownership

(a) Foundation Partners of Florida LLC (Orlando)

- *Cemetery*
- *Cinerator Facility*
- *Funeral Establishment (3)*
- *Preneed Branch*

Ms. Simon – FPG, an LLC, seeks approval of the following applications for licensure based upon a change of ownership for three (3) funeral establishments, one (1) cinerator facility, one (1) preneed branch, and the acquisition of control of a cemetery company. More specifically, the entities that are being acquired is as follows:

1) Venice Memorial Gardens, Inc, a licensed cemetery company, license #F404255, physical address: 1950 Center Rd, Suite 300, Orlando, FL 34292;
2) Farley Funeral Home Inc, a licensed funeral establishment, license #F040368, physical address: 265 S Nokomis Ave, Venice, FL 34285;
3) Farley Funeral Home Inc, a licensed funeral establishment, license #F040369, physical address: 1950 Center Rd, Suite 300, Orlando, FL 34292;
4) Farley Funeral Home Inc, a licensed funeral establishment, license #F040370, physical address: 5900 South Biscayne Drive, North Port, FL 34287;
5) Farley Funeral Home Inc, a licensed cinerator facility, license #F040363, physical address: 265 S Nokomis Ave, Venice, FL 34285; and
6) Farley Funeral Homes & Crematory, a licensed preneed branch office, license number pending, physical address: 265 S Nokomis Ave, Venice, FL 34285.

Included in your Board package are the separate applications regarding the aforementioned properties. The change of ownership is the result of an asset purchase where FPG is acquiring the assets and liabilities as specified in the Asset Purchase Agreement for the above-named entities. The principals of the corporation will be: FPG Intermediate Holdco, LLC, Thomas M. Kominsky, and William K. Robertson. Applicant confirms that if there are currently any unfulfilled preneed contracts sold at these locations, the obligation to fulfill those preneed contracts will be assumed by the new owners. The Division recommends approval subject to the following conditions:

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

Mr. J. Williams – Mr. Chairman?

Chair – Go right ahead.

Mr. J. Williams – I may possibly be restating, but I just want to be clear that to avoid any conflict, I'll be recusing myself from this agenda item, as I have a personal interest.

Chair – Thank you.

Mr. J. Williams – That, and along with 22. B.

Chair – Thank you.

Mr. Knopke – Mr. Chairman?

Chair – Go right ahead.

Mr. Knopke – Ms. Simon, and possibly Mr. Williams or Mr. Clark, will verify this correction item. 1). I believe Venice Memorial Gardens is actually in Venice and not in a suite in Orlando, Florida. Probably a typo there? Or it's a big suite somewhere, but they got those in Orlando, but it's probably one of those addresses down below. Just the same as with number 3), quite possibly be at a street location too.

MOTION: Mr. Knopke moved to approve the applications subject to the conditions recommended by the Division. Mr. Hall seconded the motion, which passed unanimously. *"Board Member John Williams recused himself from this vote based on a voting conflict of interest. He submitted Form 8A to the Board office on June 28, 2021, in compliance with section 112.3143, F.S. The form is incorporated herein and preserved with these minutes."*

FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Williams John Allen	Funeral Cemetery & Consumer Services
MAILING ADDRESS	NAME OF STATE AGENCY
644 Apalachicola Road	Department of Financial Services
CITY / COUNTY	MY POSITION IS:
Venice / Sarasota	☐ ELECTIVE ☑ APPOINTIVE
DATE ON WHICH VOTE OCCURRED	
6/24/21	

WHO MUST FILE FORM 8A

This form is for use by any person serving at the State level of government on an appointed or elected board, council, commission, authority, committee, or as a member of the Legislature. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

As a person holding elective state office, you may not vote on a matter that you know would inure to your special private gain or loss. However, you may vote on other matters, including measures that would inure to the special private gain or loss of a principal by whom you are retained (including the parent or subsidiary or sibling organization of a principal by which you are retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. If you vote on such a measure or if you abstain from voting on a measure that would affect you, you must make every reasonable effort to disclose the nature of your interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for you to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION OR VOTE AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF STATE OFFICER'S INTEREST

I, John A. Williams, hereby disclose that on June 24, 20 21:

(a) A measure came or will come before my agency which (check one or more)

- ✓ inured to my special private gain or loss;
- ✓ inured to the special gain or loss of my business associate, Michelle F. Williams;
- ✓ inured to the special gain or loss of my relative, Michelle F. Williams;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Foundation Partners Group had entered into an Asset Purchase Agreement with companies that we own. These companies are regulated by the department/division. As such, I recused myself from all agenda items with which they were associated during the 6/24/21 board meeting.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/28/21
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Chair – Congratulations.

(b) Taylor & Modeen Funeral Home Inc (Indiantown)

- ***Cinerator Facility***
- ***Funeral Establishment***
- ***Transfer of Preneed***

Ms. Simon – Taylor & Modeen Funeral Home Inc. seeks approval of its applications for funeral establishment licensure, cinerator facility licensure, and a transfer of preneed licensure. The establishment passed its inspection on June 1, 2021. More specifically, the entities that are being acquired is as follows:

1) Taylor & Modeen Funeral Home, a funeral establishment, license number #F041061, physical address: 250 Center St, Jupiter, FL 33458
2) Taylor & Modeen Realty Company, a cinerator facility, license number #F052130, physical address: 16001 SW Carrier Street, Indiantown, FL 34956
3) Taylor & Modeen Realty Company, a preneed license, license number #F038686, physical address: 250 Center St, Jupiter, FL 33458

The Division recommends approval subject to the following conditions:

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.

Ms. Simon – Is there a representative of the applicant on the call today? Hearing no response. Mr. Chairman?

Chair – Board?

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

(2) New Application

(a) Harry T Reid Funeral Home LLC (Jasper)

- ***Funeral Establishment***
- ***Preneed Main***

Ms. Simon – Harry T Reid Funeral Home LLC 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. More specifically, the entities that are being acquired is as follows:

1) Harry T Reid Funeral Home, a funeral establishment, license number #F039765, physical address: 901 NW 4th Street, Jasper, FL 32052 (Change of Ownership)
2) Harry T Reid Funeral Home LLC, a preneed license, physical address: 901 NW 4th Street, Jasper, FL 32052 (New Application)

The Division recommends 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 passes an inspection by a member of Division Staff.

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

Ms. Wiener – Yes, Wendy Wiener.

Ms. Simon – Thank you, Ms. Wiener. Mr. Chairman?

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

Ms. Wiener – Well, let me, perhaps, head off Mr. Knopke's question that I know is coming at the past. This is a corporate restructuring for this applicant. This applicant harkens back to the days when we used to have quite a number of sole proprietorships and so this business is going from a sole proprietorship into a corporate structure. Nothing more.

Chair – Thank you.

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

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

A. Recommendation for Approval without Conditions

(1) Preconstruction Performance Bond(s)

(a) Carriage Funeral Holdings Inc d/b/a Kent Forest Lawn Funeral Home and Cemeteries (Panama City)

Ms. Simon – Carriage Funeral Holdings Inc d/b/a Kent Forest Lawn Funeral Home and Cemeteries intends to construct two (2) open-air chapels for a 360-crypt layout consisting of 72 singles, 144 true companions, and 420 stainless steel niches. In anticipation of this construction, the licensee has submitted for approval a performance bond, in lieu of a pre-construction trust. The mausoleum project, and the bond, is summarized in your Board package, on the coversheet. Cemetery agrees to complete said construction in accordance with the terms of the construction agreement included within your Board package. The Division recommends approval without conditions. Is there a representative of the entity on the call today? Hearing no response. Mr. Chairman?

Chair – Board?

MOTION: Ms. Clay moved to approve the performance bond. Rabbi Lyons seconded the motion, which passed unanimously.

B. Recommendation for Approval with Conditions

(1) Trust Transfer Request

(a) FPG Florida, LLC d/b/a Akin-Davis Funeral Homes (FPG) (F060727) (Belleview)

Ms. Simon – On December 3, 2020, the Board approved acquisitions by FPG of three (3) funeral establishments, two (2) training agencies, and a cinerator facility, as well as the licensing of these locations as preneed branches under FPG's preneed main license (F060727). FPG acquired all the assets and liabilities for these locations. FPG now seeks approval of the transfer of the First Florida Trust (90/10 trust, Attachment 1) and the Independent Funeral Directors of Florida, Inc. Master Trust Fund A (90/10 trust, Attachment 2) under Argent Trust Company to the FSI First Florida Trust – FPG Preneed Assets (90/10 trust, Attachment 3) under Regions Bank (Regions). If approved, Regions is or will be trustee, as specifically set out within the letter included in your Board package. The Division recommends approval subject to the following conditions:

1) That the representations of FPG, as set forth in Attorney's letter dated March 3, 2021 be deemed material to the Board's decisions herein.
2) That within 90 days of this Board Meeting Regions provide the FCCS Division (ATTN: LaShonda Morris), the effective date of the transfer and certifications including the following:
   - A letter signed and dated by one of its officers, certifying that it meets one or more of the applicable criteria in s. 497.266(1), and s. 497.458(1(b), to act as trustee of the trust to be transferred pursuant to Attorney's letter dated March 3, 2021.
   - A letter signed and dated by one of its officers, certifying the dollar amount of trust assets being transferred to the trust as identified in Attorney's attached letter dated March 3, 2021.
   - Acknowledgement of receipt of the amount of trust assets being transferred as specified under the former trust, as identified in Attorney's attached letter dated March 3, 2021.
3) That the Board's executive director, for good cause shown, may extend the compliance time frame for the above specified conditions, an additional ninety (90) days.

Ms. Simon – Ms. Wiener is representing the applicant.

Chair – Ms. Wiener?

Ms. Wiener – Here to answer questions, sir.

Chair – Thank you. Board?

MOTION: Mr. Hall moved to approve the performance bond. Mr. Jensen seconded the motion, which passed unanimously. *"Board Member John Williams recused himself from this vote based on a voting conflict of interest. He submitted Form 8A to the Board office on June 28, 2021, in compliance with section 112.3143, F.S. The form is incorporated herein and preserved with these minutes."*

FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Williams John Allen	Financial Crediting & Consumer Services
MAILING ADDRESS	NAME OF STATE AGENCY
644 Apalachicola Road	Department of Financial Services
CITY / COUNTY	MY POSITION IS:
Venice / Sarasota	☐ ELECTIVE ☑ APPOINTIVE
DATE ON WHICH VOTE OCCURRED	
6/24/21	

WHO MUST FILE FORM 8A

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For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

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- The form must be read publicly at the next meeting after the form is filed.

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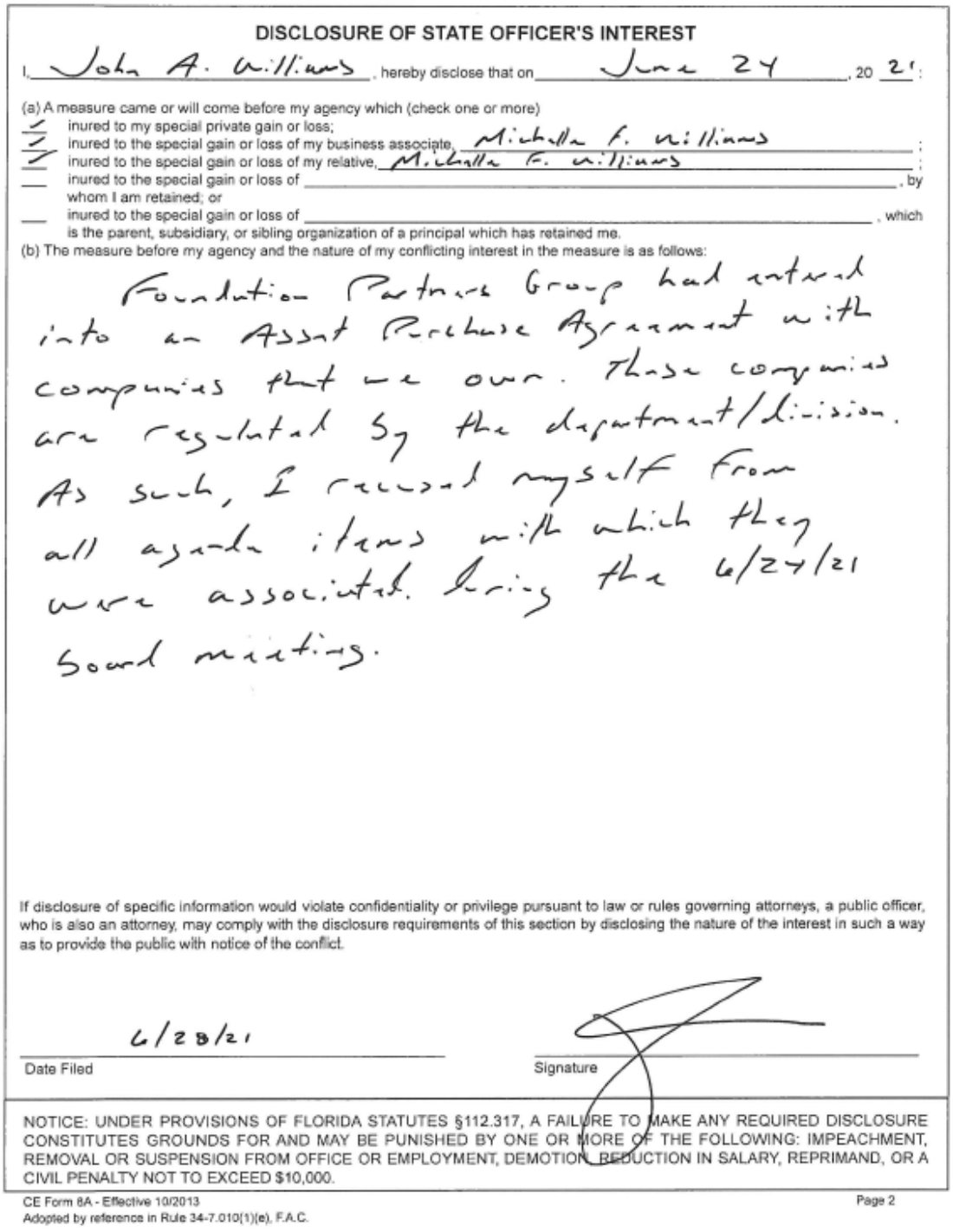
- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.



DISCLOSURE OF STATE OFFICER'S INTEREST

I, John A. Williams, hereby disclose that on June 24, 20 21:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;
✓ inured to the special gain or loss of my business associate, Michelle F. Williams;
✓ inured to the special gain or loss of my relative, Michelle F. Williams;
___ inured to the special gain or loss of _____, by whom I am retained; or
___ inured to the special gain or loss of _____, which is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Foundation Partners Group had entered into an Asset Purchase Agreement with companies that we own. Those companies are regulated by the department/division. As such, I recused myself from all agenda items with which they were associated during the 6/24/21 board meeting.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/28/21
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE Form 8A - Effective 10/2013
Adopted by reference in Rule 34-7.010(1)(e), F.A.C.
Page 2

C. Recommended for Denial

(1) Preneed Sales Agreement(s)

(a) SCI Funeral Services of Florida, LLC (F019227) (Altamonte Springs)

Ms. Simon – SCI submits the attached preneed sales agreement forms: (1) National Cremation Society Preneed Funeral Agreement, (2) National Cremation & Burial Society, and (3) Neptune Society Preneed Funeral Agreement. If the forms are approved, they will be used for the sale of trust-funded preneed contracts. The Division recommends denial based on the revised waiver of arbitration language in the contracts not complying or appearing not to comply with s. 497.454, F.S. Representing the applicant is Wendy Wiener.

Chair – Ms. Wiener, did you want to address the Board?

Ms. Wiener – I certainly do, on this occasion. Thank you, Mr. Chair. So, Ms. Simon made reference to the statute that is cited as the basis for denial. That statute prohibits a contract that contains provisions that are unfair or inequitable or contrary to the public policy of this state, or that encourage misrepresentation. The language contained in the contract that is being objected to is not requiring arbitration, but Florida law is clear that parties who agree to arbitration clauses can be forced into arbitration and can forgo their right to a jury trial or a proceeding in state court. There's no law that I have been able to find to support a statement that a voluntary agreement by a consumer to enter into arbitration in lieu of other processes is inequitable, unfair, contrary to public policy and certainly does not encourage misrepresentation. People are not forced to enter into the agreements with the various SCI entities. They can certainly contract with other entities if they don't wish to voluntarily agree with the terms of those contracts. That having been said, we believe strongly that this Board will not be supported legally in denying approval of these contracts. We would ask for your approval.

Chair – Board?

MOTION: Mr. Knopke moved to approve the agreement.

Mr. Jensen – I have a question for Ms. Simon, if possible.

Chair – Go right ahead.

Mr. Jensen – Ms. Simon, in light of what Ms. Wiener had to say, I mean, does the staff still adopt this position?

Ms. Simon – If I may, Mr. Chair?

Chair – Please go right ahead.

Ms. Simon – Mr. Jensen, there are concerns for this language being a part of the contract, based upon the statute provided.

Rabbi Lyons – Mr. Chair?

Chair – Go right ahead.

Rabbi Lyons – Is the nature of the concern just anything that would have binding arbitration over different legal remedies? Or is there something specific about this language and this specific contract?

Ms. Simon – If I may, Mr. Chair?

Chair – Please go right ahead.

Ms. Simon – More specifically, it would also include the waiver of certain rights available to consumers.

Rabbi Lyons – So, for example?

Ms. Simon – Well, the only rights that we're talking about, besides for the arbitration, is the right to trial by jury.

Ms. Wiener – Which are waivable rights, as I've noted, and if parties intend to and do agree to arbitration clauses in contracts, then those contracts are certainly enforceable. I have scoured Florida law to find support to the contrary of my statement, and I am unable to do so.

Mr. Jones – Mr. Chairman, if I may?

Chair – Go right ahead.

Mr. Jones – Ms. Munson, what's your opinion on this?

Chair – I'm sorry?

Ms. Munson –Yes, thank you for the question. I've very closely reviewed this matter. The statute does provide that this Board of course has the authority to review these preneed contracts and the language therein as the licensing authority. So, when the Department took the position to recommend a denial {inaudible} that they are definitely within the purview of doing so, Attorney Wiener's argument that she could not find any information that would require an individual to participate in this type of contractual agreement is probably legally accurate. This is actually a statement of difference of fact more than law, at this particular point. So, it's kind of going to fall, the argument that will be made if this application, for example, is denied, if Ms. Wiener were to take this, for example, to DOAH to appeal that denial would be a consideration for the administrative law judge at that particular time, to determine whether this dispute of fact is relevant. The Board is well within their discretion to denial, I can't give you, quite honestly, a legal barrier to say that that language should not be there. The Department has very strong concerns about it being included. The statute that was referenced s. 497.454(2)(e), F.S., if the Department is arguing that that provision in that arbitration clause does present an unfair or inequitable contribution or aspect of characteristics of this particular contract, then that's their stance. It is one that will have to be debated in court. I can't say legally they're not allowed to do this or legally they are allowed to do this is. This is one of those very gray areas. So, the Department feels strongly about it, and Ms. Wiener feels strongly the opposite way. And if it's denied, it would be at the discretion of the administrative law judge to make a ruling. So, my recommendation to you is not necessarily one to its prohibited language, because I can't necessarily say that is legally prohibited, but the Department is well within their grounds to find that they feel that it is unfair and inequitable. So, it's that type of resolution that's under consideration. It's a factual dispute, and it's, honestly, in an administrative proceeding can be decided, and fall either way.

Mr. Jones – Thank you.

Ms. Wiener – Mr. Chairman, may I respond briefly to Ms. Munson?

Chair – Go right ahead.

Ms. Munson – Please.

Ms. Wiener –So, this would be a factual dispute; The factual dispute at DOAH would be over whether arbitration clauses that require a person entering into a contract to forgo their rights to certain legal processes other than arbitration are unfair or inequitable or contrary to public policy. And my point about having reviewed Florida law is this. I'm unable to find any support or a statement that an arbitration clause, which requires a person to engage in arbitration as opposed to going to a jury trial, or avail themselves of other remedies in the state court, is unfair, inequitable, or contrary to public policy. In fact, the law is the opposite. The law is that when persons enter into agreements that contain arbitration clauses, unless they are forced to enter into that agreement, if they do enter into those agreements, those agreements are held to be enforceable, because they are not inequitable, unconscionable. They are not unfair to the public. And in this case, we're talking about a contract for funeral services. And there are certainly a number of funeral providers in every community in which SCI operates that would be happy to have the business, in the event that the consumer does not wish to submit him or herself to arbitration.

Ms. Munson – And Attorney Wiener's comments are accurate. There may not be necessarily a presidential case on the books, but it does not mean that an administrative law judge could find differently in the absence of such a case. And the argument that will be presented would be that the Department did factually feel that because of that language, they deemed it to be, and it's within their licensing authority to do so. So, it's again that area that I can't predict what will happen. The lack of precedence, as indicated, may indeed be echoed. Although I can't necessarily confirm, but I don't doubt that, quite honestly, because these binding arbitration clauses are not uncommon. I will say that. However, I just wanted to make it clear. This is not a legal line to be drawn. This is a actual one.

Rabbi Lyons – Mr. Chair?

Chair – Rabbi Lyons?

Rabbi Lyons – Ms. Wiener, just educate me. "JAMS" referred to in their clause. Who is that?

Ms. Wiener – That is the arbitration processor, if you will. Some arbitrations proceed under the AAA and these arbitrations would proceed under JAMS. Lisa Coney is on the line. She can tell you what that acronym stands for because it does escape me right this minute.

Ms. Lisa Coney – It is escaping me as well. I'm sorry, this is Lisa Coney. I'm with SCI Funeral Services or Florida. JAMS is in fact the legal company name. But in communication with the Division there previously spelled out name is the Judicial Arbitration Coalition. It's one of the top to the largest in the country for a recognized arbitration services. That is the spelled-out name that they've used for years. We are happy to amend the contract to include that. In fact, I have an amended contract to include that, because that was one of the concerns that the Deputy Director brought to my attention. I did request statutory authority for the other concern in the arbitration language and when we first discussed it, that was not available. So, we were willing to make the change to the JAMS language to spell it out as formerly known as a more complete name that would be more descriptive to the consumer, but we did not make the other change pending this review. And Rabbi Lyons, to your question, when this discussion first started was about whether arbitration language in general, we have provided a contract to the Division that already has approved arbitration language for our providers around the state. And I have had arbitration language, previous even to SCI, with the former Stewart Enterprises properties that probably dates back twenty-five (25) years or so, I can definitely speak to that not being {inaudible}.

Ms. Simon – Mr. Chairman? I apologize for interrupting, but we need to swear you in and we have not done that yet. So, if you could please raise your right hand and be sworn in.

Mr. Hall – Lisa?

Chair – Lisa Coney? Ms. Coney?

Ms. Wiener – Lisa, did we lose you?

Ms. Coney – I'm not hearing anyone speak now. Can anyone hear me?

Chair – We can. You need to be sworn in.

Unidentified line – Your call will terminate in one (1) minute.

Mr. Knopke – It looks like we're going to be ending here soon folks.

Ms. Clay – That's somebody else on a phone that's in attendance at the meeting.

Chair – Ms. Coney, would you swear yourself in?

Ms. Coney – I'm sorry. I hear nothing on your end. Yes, I do affirm that any statement I made is completely and totally true to the best of my knowledge.

Mr. Jensen – That's the wrong hand.

Ms. Coney – Yes, I do. And I don't know if anyone can hear me, but JAMS is formerly known as the Judicial Arbitration and Mediation Services Incorporated.

Chair – Can you hear us.

Ms. Coney – Only through the phone right now.

Ms. Wiener – But she can hear.

Chair – Please be sworn in.

Mr. Hall – Mr. Chair?

Chair – Yes, go right ahead.

Mr. Hall – May I ask a question of either Ms. Wiener or Ms. Lyons?

Chair – Please do.

Mr. Hall – Is the company using this same document in other states that you're operating in? Is it already in place? Do you know?

Ms. Coney – I'm only responsible for Florida, so I wouldn't answer affirmatively, but it is common language to us. And it was provided by our corporate counsel as our common language. So, I can't say that affirmatively, but I do assume so.

Chair – Is there a motion?

Rabbi Lyons – Can I just ask one more question? I'm sorry.

Chair – Mr. Knopke?

Mr. Knopke – Yes, sir. I had previously before we started all this made a motion to approve without conditions.

Chair – Is there a second?

Ms. Clay – Can we get clarification of what the motion is requesting approval for?

Mr. Knopke – My motion is to approve the contract as presented.

Chair – Approve the arbitration language, Mr. Knopke?

Mr. Knopke – With the arbitration language as stated in the package intact, 100%.

Chair – Is there a second?

Mr. Jones – Second.

Chair – We have a motion to approve and a second. And all those in favor, aye?

Board members – Aye.

Chair – And any opposed?

Rabbi Lyons – Opposed.

Ms. Clay – Opposed.

Mr. Jensen – Opposed.

Chair – Ok. Ms. Simon?

Ms. Munson – You probably need a head count. I couldn't tell where that fell.

Chair – Ms. Simon, would you call the roll please?

Ms. Simon – Mr. Jensen?

Mr. Jensen – Opposed.

Ms. Simon – Rabbi Lyons?

Rabbi Lyons – Opposed.

Ms. Simon – Ms. Clay?

Ms. Clay – Opposed.

Ms. Simon – Mr. Darrin Williams?

Mr. D. Williams – Opposed.

Ms. Simon – Mr. Jones?

Mr. Jones – For.

Ms. Simon – Mr. John Williams?

Mr. J. Williams – Yes.

Ms. Simon – That was a for?

Mr. J. Williams – Yes, for.

Ms. Simon – Ok. Mr. Hall?

Mr. Hall – For.

Ms. Simon – Mr. Clark?

Mr. Clark – Opposed.

Ms. Simon – Mr. Knopke?

Mr. Knopke – Yes, for it.

Ms. Simon – Just a moment. It's five (5) to four (4) at this point opposed, Mr. Brandenburg. Mr. Chairman?

Chair – Approve.

Ms. Simon – As that ties the vote, that motion does not pass.

Chair – Thank you.

Ms. Wiener – Is there some kind of a change to the contract that would appeal to any of those persons who voted against the inclusion of the arbitration clause?

Rabbi Lyons – Can I ask a question first? I'm sorry.

Chair – Ms. Wiener has the floor.

Ms. Wiener – I'm happy to address Rabbi Lyons' question.

Chair – Rabbi Lyons?

Rabbi Lyons – Is there any connection between JAMS and SCI?

Ms. Wiener – None that I am aware of. JAMS is a commercial arbitration operation used by other virtual enterprise. I'm not familiar with any such provision. I'm sorry, any connection.

Rabbi Lyons – I guess just where it seems a little bit scary from the point of view of the consumer is, and I don't know exactly the intent of the Division citing a statute that says that this is unfair, inequitable, and whatever the language was. But, if you're talking about going into contracts with a very, very large corporation and binding arbitration, but if the two (2) parties can't agree, {inaudible}, then by default, it's this other really large corporation. To a little guy, that's a little scary.

Chair – I'm sure General Motors has an arbitration clause also.

Ms. Wiener – And Rabbi Lyons, remember there is already an arbitration clause in the contract that is in place in Florida. This has long been a debated issue in Florida. This issue came before the Board many, many, many, many years ago. I think it may have been about twenty-five (25), and I wouldn't be surprised if it were long. Mr. Knopke was the Chair of the first Board {inaudible}. Arbitration clauses are valid, they're not deemed to be unconscionable. I'm concerned that the Board would vote to limit the capacity of a private business to contract with its consumers when the consumers themselves are not obligated to enter into these particular contracts.

Mr. Jensen – Mr. Chairman? I have a question for Ms. Wiener.

Chair – Go right ahead.

Mr. Jensen – Just out of curiosity, and I realize that it's a very common agreement, and I've seen many of these. However, if the Department has an issue with it or the wording of it how come we don't change it to appease everybody?

Ms. Wiener – Well, because the fact of the matter is that what controls is the law. The Department is people and the Board is people and businesses are made up of people, but the law on the books is what controls in a scenario like this. And, {inaudible} to the provision that was cited, is that the arbitration provision is unfair, inequitable, contrary to public policy, or encourages misrepresentation. And the argument that I'm making to this Board is that Florida law simply does not support that arbitration clauses are, unless you are forced to enter into one because you don't have a choice, but if you voluntarily enter into a contract with an arbitration clause, Florida law is clear that they are not unfair, inequitable, contrary to public policy, and there's certainly no misrepresentation with regard to this matter. I think SCI would welcome an opportunity to amend the contract to include the full name of JAMS as opposed to the acronym. But beyond that, these are simply contracts that would be consistent with Florida law. They're not inconsistent with the contracts that are in place now, although they do contain slightly different language, because those contracts were approved many years ago, but that's why.

Ms. Munson – I would just like to clarify just one point for the record where Attorney Wiener is correct that arbitration clauses are consistent in Florida law. The dispute, I believe, that the Department was representing is that the content of the arbitration clause regarding the right to trial by jury is what the Department apparently has an issue with. I'm not taking a stance one way or the other. I'm just identifying that the way the statute reads that this Board does have the authority. If the Department, in their review with their licensing authority, if they feel that that provision is unfair, not necessarily the arbitration clause as a whole, but reading the content of it in its detail, and any portion thereof. It still falls within the authority to provide some type of recommendation on. So, as the Board votes today, it is that type of information, and Ms. Simon can correct me if I'm wrong. but I believe the presentation is not with the arbitration clause itself as a whole, but with the specific language, I think, relating to the right to trial by jury. And, I'm not here speaking on one half or the other, I just wanted the record to be clear what the discussion was about.

Mr. Jensen – So, Mr. Chairman, may I follow up just a little bit? So, if I hear Ms. Munson, exactly what she's saying is the Department's issue is the trial by jury. Is that correct?

Ms. Simon – Actually, may I, Mr. Chairman?

Chair – Please.

Ms. Simon – The concern was both the arbitration clause as well as the jury issue.

Mr. Knopke – Mr. Chair?

Chair – Go right ahead.

Mr. Knopke – Question to Ms. Simon, or Ms. Schwantes, either one. Has the Department offered suggested language to SCI?

Ms. Simon – If I may? I've had discussions with SCI regarding the contract.

Mr. Knopke – But have you made any offer on what would make you happy?

Ms. Simon – Actually, I was told that they were going to go ahead with the proposed language.

Rabbi Lyons – Mr. Chair, can I make a motion?

Chair – Yes. What is your motion?

MOTION: Rabbi Lyons moved to deny the agreement and to recommend that the Department's legal gurus speak to the SCI people and they figure it out and come back to us.

Chair – We've already voted on this.

Rabbi Lyons – I'm making a motion to deny as recommended by the Department that we deny the contract.

Mr. Jensen – We already did.

Ms. Munson – Technically, the motion that was presented to the body was a motion to approve the contract and it failed because it was a tie. There is not a motion on the record to specifically deny, although that was the original recommendation of the Division.

Rabbi Lyons – Right.

Ms. Wiener – Mr. Brandenburg, might I ask a question? Perhaps, Ms. Munson will more thoroughly explain to the Board what happens if the Board votes to deny and this matter goes before the Division of Administrative Hearings. There will be a factual dispute, but ultimately the administrative law judge will be required to look at the law in Florida, to determine whether, in fact and under the law, arbitration provisions that require waiver of the right to a jury trial are unfair, inequitable, or contrary to public policy. And so, perhaps there should be some more discussion on that, particularly for the new Board members, so that they understand the implications of a potential trip to DOAH.

Ms. Munson – That information is actually accurate. They are going to look, however, specifically at the arbitration clause as worded in this particular preneed contract, or the preneed content as presented. And, you're absolutely correct. I cannot dispute that information that you just shared. The administrative law judge will make an independent determination, and I would assume, or could easily predict that that type of decision making would involve a, maybe, perhaps more broad view of the application and the language of other arbitration clauses that may already be existing, or perhaps widely accepted in various venues and forms. But they're going to have to dissect it, in particularly with this, The Department would have to

make an argument why this particular arbitration clause, for these particular needs, are considered unfair, inequitable, or contrary to public policy, because that type of argument may differ in a different type of forum or for a different purpose.

Ms. Schwantes – Mr. Brandenburg, may I?

Chair – Go right ahead, Mr. Williams.

Mr. J. Williams – Thank you, Mr. Chairman. A question for Wendy. So, is the purpose of this to settle a dispute about a preneed contract in an equitable and more cost-efficient way than going through a jury process that's very costly, perhaps, bringing more resources to a situation than it really deserves? Because I've got to imagine a trial by jury, again, who's going to pay those costs? Ultimately, it's going to be the consumer. Is that the point here?

Ms. Wiener – Of course. Absolutely. That is the very point of arbitration. Now, many businesses, as you now, have arbitration clauses built into their consumer-friendly contracts because arbitration is often considered to be easier, more consumer-friendly, faster, what have you, And, jury trials, in and of themselves, take up a lot of time and effort. And I would submit to you that those costs associated with a jury trial are more easily won by SCI then by a consumer. But, you know, in the case of a plaintiff's case where there's a contingency fee or something, I mean, maybe that all works out. But, the fact of the matter is this is typical in a consumer facing contract to have an arbitration clause. And just to add one more thing to Ms. Munson's points, which she made entirely accurately, but in the event that the administrative law judge finds in favor of SCI on this matter and that these clauses are not unfair, inequitable, or contrary to public policy, it's entirely possible that the attorneys' fees for this matter will have to be borne by the Division, by the agency, and not by SCI.

Ms. Munson – That's true for any case that would go to DOAH.

Ms. Wiener – Correct.

Mr. Jensen – Mr. Chairman? May I ask a question?

Chair – Sure.

Mr. Jensen – So, Ms. Wiener, if I understand correctly, you said SCI would welcome the chance to realign the language to better align with what the lawyers at the Department are wanting?

Ms. Wiener – Only in one regard, Mr. Jensen, and that is to include the full name of JAMS as opposed to the acronym. But, no, we're not willing at this time to revise the language in this consumer facing contract {inaudible} what it is already.

Mr. Jensen – So, with JAMS, and Ms. Schwantes, I see you're on there. What is the Department's exact stance on this?

Ms. Schwantes – Mr. Chair, may I?

Chair – Please go ahead.

Ms. Schwantes – To give a little bit of background, as a regulator, you all know that we are, in general, going to make conservative recommendations on many different issues. You've seen that with regard to criminal background on cases, you're seeing this here. If there is something that looks like it negatively impacts a consumer in an unusual way, then it is something that we're likely to recommend denial on, or have a stronger recommendation, strong position on until things can get clarified. Now, I was not involved in a lot of these conversations that occurred. My understanding was that this was a fairly recently received proposal. In terms of this language, I certainly would welcome the opportunity to discuss further with Ms. Wiener and/or Ms. Coney, the language that they are looking at. Our primary concern is the waiver of jury trial that is in this arbitration clause. That is not something that we have usually seen in the past. So, there may be some room for development on the exact language that we're looking at here that would satisfy the concerns. But, that's where we are right now, and the reason we recommended denial is because of the concerns for the consumer.

Mr. Jensen – Ms. Wiener, SCI is not wanting to change that at all, is that correct?

Ms. Wiener – We don't feel that that is necessary. We don't feel that the language, again, because the consumer is not obligated to enter into this contract. This is a choice. If the consumer chooses to enter into this arbitration clause and forgo a jury trial, then the consumer is certainly free to do so. And Florida law is clear that such an arbitration clause is enforceable if it were unequitable, unconscionable, considered to be unfair, if we go to DOAH and the court finds that there are no funeral homes around for people to enter into contracts with other than SCI, that might be one thing. But that will not be what the administrative law judge finds. And so, therefore, we are not interested in making changes to this language.

Ms. Munson – Except we cannot confirm without reservation what the administrative law judge will find. That's my only comment.

Rabbi Lyons – One more question, Mr. Chair?

Chair – Please.

Rabbi Lyons – Ok. Ms. Wiener, I might have heard you wrong. Did you say something about the FSI?

Ms. Wiener – Oh, I'm sorry.

Rabbi Lyons – It was a while ago. It was a few minutes ago.

Ms. Wiener – Well, if I said FSI, I should have said SCI.

Rabbi Lyons – Ok.

Ms. Wiener – Two (2) clients with a similar name.

Rabbi Lyons – Ok. I was about to say, I pulled out my FSS contract, and I don't see a binding arbitration clause in it. Ok. I just wanted to clarify that.

Ms. Wiener – FSI, by the way, does have a binding arbitration clause in one of its contracts in Alabama. It doesn't have that language in Florida, but perhaps should add it.

Mr. Hall – Mr. Chair?

Chair – Go right ahead.

Mr. Hall – If I can ask Ms. Wiener a question, if I could? Is it possible, Ms. Wiener, to have a contract that starts with arbitration, and if that doesn't work out in arbitration it allows the consumer to still have a jury trial? Is that something that's possible?

Ms. Wiener – I know that arbitration clauses generally can be challenged, and you can try to remove your arbitration into the court system. Whether that would hold up to keeping people from a jury trial, I frankly don't know the answer to that question. I don't know if Ms. Munson happens to know the answer that question, but I don't know off the top of my head. I do know that it is a waivable right.

Rabbi Lyons – The question is based on the exact language of the contract, because it says that if the arbitration doesn't work out… I'm sorry, I'm speaking out of turn, Mr. Chair, is it ok? May I continue?

Chair – Please go ahead.

Rabbi Lyons – Thank you. Sorry about that. Ok. The last line of the thing is that if arbitration doesn't work out, then it must proceed in a court of law without a jury.

Ms. Wiener – Correct.

Rabbi Lyons – I assume that's the problem.

Ms. Wiener – Well, and I do believe that's the problem, but that is slightly different than the question that Mr. Hall asked, which is from time to time, persons that are forced into arbitration because of contract clauses will attempt to remove the matter from arbitration and bring it into the court system directly.

Ms. Schwantes – Mr. Chair, may I?

Chair – Who is this, please?

Ms. Schwantes – This is Mary Schwantes.

Chair – Go ahead, Ms. Schwantes.

Ms. Schwantes – Thank you. Ms. Munson, I want to clarify, if I might. When the Board voted before, the motion was to approve the agreement without conditions, and that motion is what failed. So, although the impact is that there would be a denial, there was a motion on a denial that Rabbi Lyons made, but there was not actually a vote on that. Is that correct?

Ms. Munson – That's correct.

Ms. Schwantes – Ok. We have a split Board here and we still have some concerns obviously, and potential disagreement with SCI regarding this language. However, what, if this matter were tabled to a further Board meeting to allow us further opportunity to look at the legal side and for further discussions with the SCI representatives? Are we able to do that?

Ms. Munson – Absolutely.

Ms. Schwantes – So, that's just an option for the Board to consider then. And we certainly would be willing to talk further about this. As I said, my understanding is this was fairly recently submitted. And obviously, we do have concerns.

Mr. Knopke – Mr. Chair?

Chair – Go right ahead.

MOTION: Mr. Knopke moved to table the discussion on this matter until the next Board meeting to give the parties involved the opportunity to work out any disagreement or workout language and bring it back to the next meeting. Mr. Hall seconded the motion.

Rabbi Lyons – I'll rescind my motion, which is pending right now.

Ms. Wiener – Before the Board votes on that, I would say if the only issue is the waiver of jury trial or not, that is not likely to be an issue that is resolved by the parties. So, you are fully free to table and move this matter down the road, but unless and I'm wondering if Ms. Schwantes is signaling that perhaps the Division will capitulate on its point on that, because we're all in alignment on every issue other than that. So, if there is common ground that we think that we can move about on, then that's great. But, if they're on no and we're on yes, then there might not be any room to move, and we'll just take this up in greater detail at the next Board meeting.

Ms. Schwantes – Mr. Brandenburg, may I respond?

Chair – Please.

Ms. Schwantes – Thank you. Ms. Wiener, I'm not capitulating on anything at this point. All I'm saying is that there may be opportunity for us to discuss this further.

Mr. Knopke – Mr. Chairman?

Rabbi Lyons – I'd like to second the motion to table it if it wasn't already.

Mr. Knopke – Mr. Chair?

Chair – Go right ahead.

Mr. Knopke – I'd like to call the question simply from the standpoint that I am 4.5 hours into vacation here and I got some grandkids that want to go fishing, and I'm going to walk out of here in about four (4) more minutes, one way or the other. No pressure on anybody, but that being said.

Chair – Ms. Munson, can we accept a motion and a second to table this?

Ms. Munson – Absolutely. Call to vote all in favor, and I think we will be good to go.

Chair – We have a motion to table. It's been seconded. All in favor, aye.

Board members – Aye.

Chair – Any opposed? And the motion carries.

Ms. Wiener – See you next month.

23. Executive Director's Report

A. Operational Report (Verbal)

Ms. Simon – At this point, I will turn the meeting over to Ms. Schwantes.

Ms. Schwantes – Mr. Chair, may I?

Chair – Please.

Ms. Schwantes – Thank you, sir. So good afternoon, again, Board members. I will keep this month's Operation Report brief. We have been here together for a number of hours now. So, final report on Legislation 2021 regarding the bills we followed. The Abandoned Cemeteries Bill (HB37) was approved by Governor DeSantis on June 4th. Seminole County Exemption Bill (HB1593) was passed on the 29th of April, but has not yet been approved by the Governor. I am extremely pleased to announce that the agency bill, our Department Bill (HB1209), was signed by Governor DeSantis on June 16th. All changes impacting Chapter 497, which we have covered in detail in prior meetings, will go into effect on July 1st. So, if anyone has any questions about those, let us know.

I want to remind everyone of the upcoming Legislative Workshop scheduled for Monday, July 12th, from 12 to 5, although we hope it will not last that long. This will be a virtual workshop. We expect post the agenda next week. If anyone on this call, association reps, Board members, any of the public, have any items that they would like to see on the agenda for discussion, please contact me as soon as possible by email at Mary.Schwantes@MyFloridaCFO.com. My contact information is also on our website. And again, Board Members, we really look forward to your attendance at that meeting.

Couple of brief updates on ongoing projects. Last month, we discussed the impact of the Governor's Executive Orders regarding the COVID Emergency on the CFO Directives affecting our licensees. The last Executive Order that I have seen, which I looked at it yesterday, is the Order we discussed last month, which was entered by Governor DeSantis on April 27th. That Order extended the State of Emergency due to COVID for another sixty (60) days. If you're counting like I am, that sixty (60) days is about to expire. We do not know if the State of Emergency will be extended again. Our best advice to all on this call is to watch the news over the next few days and stay informed on the topic. The CFO's Directives are specifically tied to the Governor's initial Order on COVID, which was Executive Order 20-52, entered in March of 2020. Any extensions of that Order also extend the CFO's Directives. So, any extension would impact the CFO's Directives regarding the forty-eight (48)

hour waiting period for the cremation of remains. And I think that's what the topic that most of our licensees seem to be interested in.

We've got some really great news regarding the EDRS system and Bodies Handled Reports. As an update to last month's report on this issue, we've continued working with the Department of Health on tweaks to the EDRS system, which will allow our licensees to use EDRS in place of the Bodies Handled Reports, or at least the current Bodies Handled Report forms. So, we're in the final stages of this project and expect to be able to send related instructions on the changes to our licensees in the next few weeks. So, again, many, many thanks to Board Member Ken Jones and his team at the Bureau of Vital Statistics, for their work on this project. And I wanted to specifically ask Ken if he had any other updates he wanted to provide or any comments he wanted to provide on that.

Mr. Jones – No, I don't. Thanks Mary. We {inaudible} instructions for funeral establishments on how to complete the Bodies Handled and make sure that between your Division and my Bureau that we've got some formation out there. But, thank you.

Ms. Schwantes – Thank you very much and we look forward to being able to get that information and those improvements to the processes out to the licensees. So, the next Board meeting will be a videoconference meeting on Tuesday, July 13, 2021. And that ends the Operational Report. Thank you, Mr. Chair, and thank you, Board members.

Chair – Thank you.

Ms. Simon – Mr. Chairman, may I continue?

Chair – Please do.

B. Rulemaking Memorandum
- ***(1) Exhibit A***
- ***(2) Exhibit B***
- ***(3) Exhibit C***
- ***(4) Comments***

Ms. Simon – Most of the information in that memo is informational only. At this point, it would be the action that the Division requests that the Board take is to move to open the rules outlined in 1 through 7, to make those rules open for rulemaking, and we would request A motion to that effect.

MOTION: Mr. Knopke moved to open the rules up for rulemaking. Mr. Hall seconded the motion, which passed unanimously.

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

Ms. Simon – This is informational only.

Monthly Report of Fines and Costs Assessed and Paid
Division of Funeral, Cemetery and Consumer Services
Date of Board meeting: June 24, 2021
Date report was prepared: June 11, 2021

	Licensee	Board Meeting	Case No.	Total Fine & Cost Due	Date Due	Paid in Full?	Comments	
	Demarien Hawk	5/6/2021	257472-20-FC	$1,250	7/12/2021			
	Ivey Funeral Home	5/6/2021	257469-20-FC	$1,750	7/12/2021			
	Keith Kronish	5/6/2021	268812-20-FC	$1,000	7/12/2021			
	Kronish, Sunshine & Company	5/6/2021	243335-19-FC	$1,000	6/21/2021			
	Lowell J. MacDonald	5/6/2021	277022-21-FC	$250	6/21/2021			
	MacDonald Funeral Home & Cremation Inc.	5/6/2021	277019-21-FC	$250	6/21/2021			
	Jamie Watts	5/6/2021	267465-20-FC	$1,000	6/21/2021			
	Cremation Service of Florida LLC	5/6/2021	268464-20-FC	$1,500	6/21/2021			
	Marie Decker	5/6/2021	243582-19-FC	$2,250	11/22/2021			
	Shalom Funeral Chapel LLC	5/6/2021	273395-20-FC	$1,500	6/21/2021			
	Charles A. Lewis	5/6/2021	273653	$2,000	6/21/2021			
	Charles A. Lewis Funeral Home	5/6/2021	273651-20-FC	$2,000	6/21/2021			
	Steven Loomis	5/6/2021	274959-21-FC	$1,000	6/21/2021			
	Central FL Direct Cremations d/b/a Loomis Family Cremations	5/6/2021	274952-21-FC	$1,000	6/21/2021			
	Elliot Maurice Graham	5/6/2021	265818-20-FC	$2,000	7/12/2021			
	Island Bird	5/6/2021	277099-21-FC	$2,000	7/12/2021			
	Merritt Funeral Home, Inc.	5/6/2021	277439-21-FC	$250	7/12/2021			
	Benboe Funeral Home	3/4/2021	270820-20-FC	$1,500	4/22/2021	Yes		
	Capital Transport Services LLC	3/4/2021		$1,500	6/30//2021			
	Jessica Ingram	3/4/2021	270823-20-FC	$1,500	4/22/2021	Yes		
	Deborah Faniel Jenkins d/b/a Faith Funeral	3/4/2021	276635-20-FC	$2,000	4/22/2021		Sent to the OGC	
	Debra Lynn Parrish	3/4/2021	257475-20-FC	$1,000	4/22/2021	Yes		
	Dees-Parrish Family Funeral Home	3/4/2021	257474-20-FC	$1,000	4/22/2021	Yes		
	Bryan Box	3/4/2021	273795-20-FC	$5,250	4/22/2021		Sent to the OGC	
	DM Baker Mortuary	3/4/2021	243309-19-FC	$500	4/22/2021	Yes		
	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		
	Anthony Siders	1/7/2021	269133-20-FC 269187-20-FC	$2,000	5/22/2021	Yes		
	Richard L. Macon Funeral Home, Inc. d/b/a Freeman Funeral Home	3-Dec-20	243147-19-FC	$300	18-Jan-21		Sent to the OGC	
	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		
	Marc Brooks	1-Oct-20	255318-19-FC	$4,000	15-Nov-20		SEND TO OGC	
	Wilson Wolfe, Inc., d/b/a Sweet Dreams Memorial	8/13/2020	256163-19-FC	$4,000	2/15/2021		SEND TO OGC	
	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.							

24. Chairman's Report (Verbal)

Chair – I have no report.

25. Office of Attorney General's Report

A. Attorney General's Rules Report (Informational)

BOARD OF FUNERAL, CEMETERY, AND CONSUMER SERVICES RULES REPORT
JUNE 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.

Ms. Simon – Ms. Munson?

Ms. Munson – Thank you, Ms. Simon. You'll note that the information on the current Rules Report does not reflect any open rules, because there are currently no open rules. Based on the motion that was just provided and voted on today, the next Rules Report you see will include rules that have been opened for development. There is no specific language on any of those rules that has yet been presented, so I did not have to ask those questions. Some of you may wonder, when we open rules for development, sometimes we ask the SERC questions about whether or not there are minor violations, and all the other questions that are involved. We only ask those questions when specific language is presented for the Board to vote on, to determine whether or not those questions can be properly answered. So, having noted that those rules were open for development, generally, you will have a year to actually move on them and provide language and get them through the rulemaking process, or we will have to start all over again with the rulemaking process. There are only two (2) other things I'd like to just note: The August 5th meeting that is scheduled I will be unable to cover the meeting to provide legal counsel for that meeting, because I have a conflict with another meeting that was set prior to that meeting date. I have another attorney from this office, Attorney Marlene Star, and I'm just noting for the record, she will be providing a legal counsel, legal coverage that meeting. And I was just making all of the Board members aware, so nothing would be a surprise. And finally, we are at the time of year where the Annual Regulatory Plan is needed. I will be working more closely with the staff, Ms. Simon, Ms. Schwantes and Chair Brandenburg to confirm which rules we anticipate opening within the next fiscal year. There appears to be many, due to the last legislative session and changes that were made available or made known today as a result of rulemaking that's been presented. So, you can expect more specific information regarding the Annual Regulatory Plan. If not at the July meeting, no later than possibly presented at the August 5th meeting, in my absence through the substitute legal counsel that will be presenting. So, that would conclude my information for the Attorney General's Office, and that's it. This one: not very much. Next time, probably a lot more. Thank you.

Chair – Just saving it up.

Ms. Munson – Not wanting to, but it looks like it's that time of year, sir.

Chair – Well, thank you, again. Board members. I understand it was a rather lengthy meeting, as the last couple have been. I just wanted to say, have a good Independence Day.

Ms. Simon – Mr. Chairman?

Chair – Thank you.

Ms. Simon – Mr. Chairman?

Chair – Yes?

Ms. Simon – I'm sorry. I apologize, but one more item is on the agenda, and that is Public Comment.

26. Public Comments (Verbal)

Ms. Simon – If there is anybody present for this meeting that would like to make public comments, this is the appropriate time to do so.

Mr. B. Williams – Mr. Chairman?

Chair – Mr. Williams?

Ms. B. Williams – Thank you. Just very quickly. Hopefully for the benefit of some of the new Board members. Rabbi Lyons made a comment today about some of the individuals that may have assets on their financial statements and just for your benefit, the statute is pretty clear that when you provide these financial statements, they must be provided and stated according to generally accepted accounting principles. So, in theory, you'll never see, you should never see anybody that's hiding any assets or that are submitting financial statements that are fraudulent, to the Division. So that should never happen.

Even though they may not want them to be public record, that's what they're required to do, number one. Second thing is, there are alternatives to meeting the minimum net worth requirements that the Chairman pointed out. I think it's pretty important that everybody read s. 497.453(2), F.S. It does give licensees alternatives to meet net worth requirements. So, if you can't meet, then maybe 1, 2, 3 strikes, you're out, if you don't meet them. You have these other things that you can do if the Board accepts them. Those are my only comments, and I appreciate your time.

Chair – Thank you.

27. Administrative Report

The information was provided on the Agenda.

28. Disciplinary Report

The information was provided on the Agenda.

29. Upcoming Meeting(s)

A. July 12th – Legislative Workshop (Videoconference)
B. July 13th (Videoconference)
C. August 5th (Videoconference)
D. September 2nd (Videoconference)
E. October 7th (Videoconference)
F. November 4th (Videoconference)
G. December 2nd (Videoconference)

30. Adjournment

Chair – Well, I'll adjourn the meeting. Thank you for the public comments, Mr. B. Williams. And have a good one, everyone.

The meeting was adjourned at 2:36.