

MINUTES
BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES
VIDEOCONFERENCE MEETING
August 5, 2021 - 10:00 A.M.

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

Mr. Jody Brandenburg, Chair – Good morning, everyone. Welcome to the Board of Funeral, Cemetery, and Consumer Services' Videoconference meeting. Today is August 5, 2021. As we call this meeting to order, Ms. Simon, would you make your preliminary remarks and do the roll call, please?

Ms. Ellen Simon – Yes, Mr. Chairman. My name is Ellen Simon. I am the Assistant Director of the Division of Funeral, Cemetery, and Consumer Services. Today is Thursday, August 5, 2021, and it is approximately 10:00 AM. This is a public meeting of the Board of Funeral, Cemetery, and Consumer Services. This meeting is being held by videoconference and notice of this meeting has been duly published in the Florida Administrative Register. An agenda for this meeting has been made available to interested persons. Both the link and call-in number is on the agenda, which has been made available to the public. The call-in number and other information relating to the Board meeting has also been published on the Division's website. The Division staff present for this meeting are attending from 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, and it may be necessary for you to call back into the meeting after being placed on mute. That would be the only way to unmute your phone. 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. As such, this feature should only be used 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.

Before I take the roll, I would appreciate a moment to give some well-deserved recognition to members of the Division of Funeral, Cemetery, and Consumer Services. All members of our team work diligently to ensure that all files are prepared with the utmost care for you, the Board members. There are many people working behind the scenes of the Board meeting to ensure that files and documentation received by the Board is of high quality. However, for our purposes today, I would like to give a shout out to LaTonya Bryant and Jasmin Richardson. As you know, LaTonya Bryant is responsible for countless items within the office. While the Board, of course, is one of our highest priorities, her duties extend beyond the Board, and she handles all of them with great aplomb. And while it has gone unsaid in front of the Board for some time, Jasmin Richardson is responsible for preparing a bulk of the items on the agenda before you. While it may appear to you to be a seamless process with little effort, that cannot be further from the truth. Lastly, as previously discussed in other Board meetings, your Board Counsel, Rachele Munson, has a conflict for this morning's meeting. However, the conflict will not take her away from the meeting until noon. At that time, another attorney with the Office of the Attorney General will act as your Board counsel.

Marlene Stern is a well-seasoned attorney and I am confident that you will be in capable hands in Ms. Munson's absence. At this point I will take 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 (ABSENT)

Also noted as present:

- Mary Schwantes, Executive Director
- Rachelle Munson, Board Legal Advisor
- Marlene Stern, 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, Ms. Simon.

2. Action on the Minutes
A. June 24, 2021

Chair – Action on the minutes for the June 24, 2021 meeting?

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

3. Old Business
A. Motion for Reconsideration (Probable Cause Panel B)
(1) Wilson-Wolfe, Inc. d/b/a Sweet Dreams Memorials: DFS Case No. 273539-20-FC; Division No. ATN-35817 (F050085)

Ms. Simon – Mr. Griffin?

Mr. Marshawn Griffin – Marshawn Griffin for the Department. The above-referenced matter is presented to the Board for consideration of an *ore tenus* Motion for Reconsideration of Final Order in the matter of Wilson-Wolfe, Inc., d/b/a Sweet Dreams Memorials ("Respondent"). On July 20, 2021, a Final Order was issued in this matter permanently revoking Respondent's licensure. The basis for the Final Order was an Administrative Complaint filed alleging that Respondent failed to comply with a lawful Order of the Board imposing discipline in Case Number 256163-19-FC. The Administrative Complaint in the instant case alleged that Respondent failed to pay the administrative fine imposed in Case Number 256163-19-FC within thirty (30) days of the entry of the Amended Final Order issued in Case Number 256163-19-FC. The Division takes no position as to the merits of the Motion. However, the Division will object or oppose any discussion as to the facts underlying the discipline imposed in Case Number 256163-19-FC.

Chair – Thank you. Is Mr. Wilson-Wolfe on the call?

Mr. David Wilson-Wolfe – Yes, I'm here.

Chair – Would you like to address the Board or you're merely here to answer questions, Mr. Wilson-Wolfe?

Mr. Wilson-Wolfe – I would like to address the Board and answer questions.

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

Mr. Wilson-Wolfe – Yes, I do.

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

Mr. Wilson-Wolfe – David Wilson-Wolfe, W I L S O N, hyphen, W O L F E.

Ms. Simon – Thank you, sir. Mr. Chairman, I just wanted to alert you to Mr. Knopke, who had his hand raised.

Chair – Mr. Knopke?

Mr. Knopke – I'll wait till we get further in, Mr. Chairman. I'm sorry.

Chair – I do see that the Probable Cause member was Darrin Williams, and he is not on the call. So, Ms. Munson?

Ms. Rachelle Munson – Just quickly, just the point of procedure, I just wanted to note that I guess this is being deemed a Motion to Reconsider for the way it's presented to the Board at this time, But, with any motion to consider the Board, actually, it's an action item that votes whether or not they choose to reconsider, or they choose not to reconsider. I just wanted to make a note that that is an item that would normally require a Board vote. And I'd also like to make a note that any Motion to Reconsider does not toll the appeal rights. I think this is indicated by Attorney Griffin. This Order was filed, I believe, effective July 20th. So, the Respondent actually has two (2) remaining weeks to file an appeal with the District Court of Appeal, if the party so chooses. And I don't know if that was made clear and I wanted it to be made clear on the record. Thank you.

Chair – Mr. Knopke?

MOTION: Mr. Knopke moved to not reconsider. Mr. Hall seconded the motion.

Chair – And Mr. Wolfe?

Mr. Wilson-Wolfe – I thought I was allowed to speak, sir? Do I not speak first and then questions, may I ask?

Chair – I'm giving you the opportunity to speak now, Mr. Wolfe.

Mr. Wilson-Wolfe – Thank you very much, sir. There has been a lot of errors, along my way. Although, I have the evidence that I needed. I did not submit the paperwork within the allotted time. Which obviously, being a stubborn person that I am, I've tried to fight through the appeals not knowing that I could never submit any paperwork anyway. Now this business is, obviously we've been going for fifteen (15) years, never had any blemishes against our name. We looked after the community, families, also churches, also funeral homes and everything like this. We have never done anything on towards in any other direction of this, you know. We've always been good. We've been fair priced. We've looked after our customers, I hope. I just want people to understand that if you have issues, if you have problems with the Financial Services, put your paperwork in within twenty-one (21) days and then do what you're supposed to do. Don't wait afterwards. And I've learned that lesson now. It's about two (2) years, or nearly two (2) years of this stress going through everything. I even lost my hair. It's been stressful. Trying to fight the justice of knowing I've done nothing wrong, but, obviously, I realize I can't do that. So, I'm willing to pay the fine. I'm sorry for the stress it's caused everyone else. Thank you very much.

Ms. Simon – Mr. Chairman, you're on mute.

Chair – Mr. Wolfe, does that conclude your statement?

Mr. Wilson-Wolfe – Yes, sir.

Chair – Mr. Knopke, would you repeat your motion, please?

Mr. Knopke – My motion was not to reconsider, and it still is.

Chair – And it was seconded by Mr. Hall. And all those in favor, aye?

Board members – Aye.

Chair – And any opposed?

Rabbi Lyons – Opposed.

Chair – Thank you. One (1) opposed. Mr. Wolfe, thank you for being with us today. And now we're on to the next item. Ms. Simon?

Ms. Simon – Yes, sir.

B. Work & Son – Royal Palm North Funeral Chapel

(1) Petition to Withdraw Excess Preneed Funds

(2) Exhibit A - Preneed Reconciliation

(3) Preneed Examination Report

Ms. Simon – This matter is before the Board for consideration of this Motion, wherein Work & Son asserts that the preneed trust for Royal Palm North Funeral Chapel is overfunded, by approximately \$730,000, and that entity is seeking Board approval to withdraw approximately \$680,000 of those overages. The Division has conducted a limited financial examination of the preneed trust, as provided by Work & Son, and determined that it has no objections to the methodology employed by Work & Son in determining the alleged overages. Furthermore, the Division has no objection to the amount identified by Work & Son, as the alleged overages of Royal Palm North Funeral Chapel Preneed Trust. Although the Division has no objections to Work & Son's methodology or figures, the Division has no position, either in favor or opposition of the petition, and defers to the judgement of the Board in this matter. Mr. Chairman?

Chair – Thank you. Is there anyone representing the petitioner on this matter?

Mr. Robert Wahl – Yes, Your Honor. My name is Robert Wahl, and for the Board members that were not here the last time I appeared, I represent Stanley Murphy, who is the Chapter 11 trustee that was appointed by the Bankruptcy Court in the consolidated case of Work & Son Inc. that's pending before the Bankruptcy Court in Tampa. Mr. Murphy is present along with his consultant, Nicholas Crohn.

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

Mr. Wahl – Yes, Your Honor. Thank you. I'll do kind of an overview of the two (2) petitions. They're very similar. One, as Ms. Simon said, relates to Royal Palm North Funeral Chapel. The other relates to Rhodes Funeral Home. In this bankruptcy, there were several facilities, commonly known. One is Rhodes Funeral Home, the other was Bradenton Funeral Home, which was not operating at the time of the bankruptcy, and was sold with court approval back in 2019. Also, Royal Palm North Cemetery and Royal Palm North Funeral Chapel, and they have separate licenses. And one commonly known as Royal Palm South Cemetery and Sarasota Memorial Cemetery. Some of you will recall, the Trustee filed a similar petition with the Board requesting authority to withdraw funds from the preneed trust associated with the Royal Palm South Cemetery. After performing his investigation into that preneed trust, and submitting his findings to the Department of Financial Services, together with the trustee, performed testing the documentation requested by the Department. The Board heard that petition at its March 4, 2021 Board meeting. At that hearing, the petition was granted, and, ultimately the Board entered a formal Order on that petition in April. These two (2) petitions are very similar to that petition regarding Royal Palm South, although much smaller in scope and scale, because the Royal Palm South was vastly larger. So, now the trustee has filed the two (2) petitions regarding Royal Palm North Funeral Chapel and Rhodes Funeral Home. He will not be seeking or filing a petition with regard to any of the other facilities. These are the remaining two (2) facilities.

In the bankruptcy case, the Court approved the sale of the facilities, except for Rhodes, to Faithful Heritage Holding. The court approved that sale, the Board approved the transfer of the license and the court approved the plan of liquidation by the Trustee. Pursuant to the Court Order, there was a closing of the sale of Faithful Heritage. However, a significant point in the contract with Faithful Heritage was that any excess funding of the preneed trust remains as property of the bankruptcy estate belonging to administration, by Mr. Murphy. And that these petitions are being filed pursuant to those bankruptcy court orders. With regards to Royal Palm North Funeral Chapel, the Department performed an extensive audit of Royal Palm North Funeral Chapel in 2012, and that examination identified the active preneed contracts. And using the same conservative paid in full and 100% trusting requirement that was employed in connection with the Royal Palm South audit, as well, the trustee performed his own examination of those preneed contracts, applying the same standard, and determined that that preneed trust was overfunded by \$729,583.23, of which the trustee seeks authority to withdraw \$680,000, leaving \$49,583.23 of overfunding in that trust. The total amount in that trust currently then, leaving that overfunding, would be \$466,505.59, and there are 347 remaining active contracts identified in that of the 2012 report. It should be noted that Faithful Heritage, in the bankruptcy case, had agreed and is bound to assume all liabilities in connection with those contracts and also agreed that it would not seek any claim against the Consumer Trust Fund. As Ms. Simon said, that the Department confirmed the trustees' methodology and the trustee identified 601 of the 948 preneed contracts with regards to Royal Palm North, as having been fulfilled, and under the trustees' methodology that was created with the Department, 15% of those contracts or probably ninety (90) that had been identified by the trustee as being fulfilled, the documentations concerning those were submitted to the Department who reviewed them and confirmed that 100% of those sampled contracts have been fulfilled.

Now, what's interesting in the 2012 report, that report specifically provided that it was the Department's strategy to locate and review every preneed contract with outstanding preneed liability related to the facility, regardless of when the contract was written, whether it was written by Work & Son or one of its prior owners. And from that, the Department stated and developed its own figure for the total aggregate amount of preneed liability as of 2012. It should be noted that Royal Palm North Funeral Chapel did not write any preneed contracts after July 1, 2005. Therefore, after that point, there would not be no additional trust funding, and that report would contain the last of any potential unfilled preneed contract. And when that report provided the standard it was using, it assumed that all the preneed contracts have been paid in full by the customer, and it also required Work & Son to have in trust 100% of those preneed contracts, not the statutory, typical amount, which I understand was 70%. And at that time, the Department determine the total funding requirement for Rhodes' Preneed Trust, using those conservative parameters, \$1,090,875. The current balance of Royal Palm North Preneed Trust is \$1,146,506.59, as of April 30, 2021. So, without even going back and looking at what contracts had been fulfilled since that report, there was an excess of over \$55,000. What the trustee did then, is he looked at the listing of contracts and determined what contracts had been fulfilled. And that resulted in only \$416,823.46 of 100% of contracts remained unfulfilled using a 100% trusting requirement. And that's how the trustee arrived at the overfunding of the \$729,000 and change. That is, Your Honor, the overview of the Royal Palm North Funeral Chapel Petition. The Trustee is here to go in more detail concerning his investigation and findings, and I don't know if you want to take both petitions together. As I said, they're very similar where you can address them both, or do you just want to have him address the Royal Palm North Funeral Chapel? But the parameter, as I said, other than the numbers regarding Rhodes, would be the same. There was a 2012 report for Rhodes. It established the amount using the same conservative criteria. I think that in the Rhodes case, the sampling by the Department, actually, they reviewed 100% of the contracts that were identified by the trustee as being fulfilled, and again found a 100% confirmation of the trustee's analysis. So, if you want me to go into Rhodes, I can do that, or if you want to turn it over to Mr. Murphy, concerning the Royal Palm North at this point, that your option, Your Honor.

Chair – I prefer to turn it over to Mr. Murphy to address the first petition, please.

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

Mr. Stanley Murphy – I do.

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

Mr. Murphy – Stanley A. Murphy, M U R P H Y.

Ms. Simon – Thank you, sir. Before we go on, Mr. Chairman, I realize that we are dealing with Royal Palm North at this moment. I just wanted to make one assertion that in Rhodes Funeral Home, as was previously stated, I do not believe that the Department reviewed 100% of the contracts that were on the list provided by counsel. I believe that there was a sampling reviewed. Thank you, sir.

Chair – Thank you, Ms. Simon. Mr. Murphy?

Mr. Murphy – Thank you, sir, and Ms. Simon, and thank you to the Board for allowing us to make this presentation today, and to meet with you on this. What Mr. Wahl said was correct, on everything. I believe that I heard. I agreed with everything he said. For those of you who were here for the March meeting, we did really exactly the same thing for these two (2) funeral homes for the trust fund testing as we did for Royal Palm South, as we discussed in the presentation at the Board meeting back in March. The big difference is these are funeral contracts. Obviously, these are funeral homes versus cemetery contracts, so there was a lot more service components in the funeral homes, as a portion of the total service of the total contract as compared to the cemeteries. So, for Royal Palm North Funeral Chapel, as Mr. Wahl said, there were approximately 950 open contracts for the DFS 2012 exam. And again, in that exam, and I believe you have a copy of the exam in your packet. What DFS did was, according to their report, they searched everywhere to make sure they had found all the contracts and did a very thorough review. And so, what we did was we started with their findings from their 2012 exam and that was a listing of approximately exactly 948 contracts, and we went through all those and determined which ones of those had actually been fulfilled, as of the day we did the work a couple of months ago. We did that based on the documentation in the contract. The contract was in there, the statement of services provided. We looked at the death certificates that would indicate the funeral home that the services were provided. Again, we did a very thorough search, and if it was even halfway questionable whether or not the services had been fulfilled completely, then we did not take it. We did not count it as a fulfilled contract. And so, what we found was that all but I believe 347 of these 948 contracts had in fact been fulfilled, and there was substantial documentation in the files for that.

So, one question I'm sure you have is, then why are these trust funds so overfunded? And I think I can explain that. Primarily it's because of the DFS 2012 audit. They used 100% of the retail price or the contract price, if you will, and that's everything on the contract, and they counted that and said that needs to be in the trust fund. So, happens, though, and this has been building up over several years. And so, but as you know, when you do a withdrawal or a fulfillment and you submit to withdraw from the contract {inaudible} fulfillment from the trust fund, not from the contract and the trust fund, all you can request is the original amount that was put into the trust fund, the original principle amount, which is never 100%; 70% for services and 30% for merchandise. So, what happens is over time, you can't really get this overfunding. The only way to recover this overfunding that factor plus the earnings have been substantial since 2012 and so, but there's no way through regular withdrawals to recover this excess funding. So, what's happened, the combination of that plus I think over several years there were some fulfillments that were done. I mean, the services were provided, but the withdrawals were never requested. So, that combination together is generally why this large overfunding has built up. So, we're asking for the total overfunding... I'm so, sorry, My apologies for that. So, as Mr. Wahl has said, there's approximately \$730,000 in excess funds, in the trust fund right now, and that's using 100% of the contract price for the 347 contracts that are unfulfilled. And so, we're requesting \$680,000 of that, which is an extra \$50,000 we're leaving in. Now, I think it's indisputable that it does not cost anywhere near the full retail price to fulfill these contracts. So, what we're proposing to leave in the trust works out to about \$1350 per contract. When, in fact, the average of the retail contracts was \$1100. So, in addition to the build in excess of the trust fund having 100% of the retail price for the 347 contracts left, there's also additional cushion from the fact that there's \$1350 per remaining unfulfilled contract, left in the fund. And, as Mr. Wahl said, the DFS staff sent us a sample. They reviewed a sample of the contracts that we said and we sent the contract files to them or a copy and they agreed with us on every one of our findings. There were absolutely no disagreements.

So, in summary, we believe that we could have easily requested more but we are requesting to leave \$50,000, in addition to the full retail price of the contracts that are remaining unfulfilled. One big difference to or maybe it's not a big difference, but one thing I want to point out is in the Royal Palm South Trust Fund, FSI did not keep the records for those. But on Royal Palm North Funeral Chapel, FSI does keep the records for this trust fund. And FSI is showing a smaller liability. They're showing only 313 unfulfilled contracts, which would be for them, the remaining liability is \$348,000. So, if you use FSI's records, using there their amounts, they're showing almost \$800,000 in overfunding. So, we believe we're being very conservative with this, and we did a thorough review of these contracts. Every contract that we had, we made absolutely 100% sure that if we have it on the list as fulfilled, that it was in fact fulfilled, and there's substantial documentation showing that. I believe that was all I

had. Mr. Chairman, if you have any questions or if anyone has any questions, or if you want to go ahead and go through this one before Mr. Wahl continues with the Rhodes.

Chair – Lets go ahead and go through this one. Take them each. Board members, any questions or comments? Mr. Hall?

Mr. Hall – I just had a question. Is it my understanding that Faithful Heritage has not closed and they were waiting for this to be resolved before the closing? Is that correct?

Mr. Murphy – No, sir. We closed the sale to Faithful Heritage on April 9th. But in the contract, there's a provision, in the sales contracts, that they gave us sixty (60) days from the closing date to submit the petition to recover some of this overfunding. So, yes, the deal was closed way back in April.

Mr. Hall – Ok, so is the agreement that they're going to fulfill all the preneeds? They're not going to go to our trust fund. That's all in place, from that closing?

Mr. Murphy – Correct.

Mr. Hall – And they're in agreement with you removing this money at this point?

Mr. Murphy – And what was the last thing? I'm sorry.

Mr. Hall – They are in agreement with you removing this money from the trust fund at this point?

Mr. Murphy – Yes, sir. We provided them the petition and they are ok with us taking it to the Board.

Mr. Hall – Is that documentation that will be provided to the Division?

Mr. Murphy – We can. I can send you the emails. Mr. Wahl maybe can address this, but I can certainly send it. Actually it was a phone call. We were in constant contact with them because obviously, when we were doing a lot of this work was quite a bit of this was after the closing. So, we were onsite for a lot of this. So, they knew what we were doing. And we submitted this back in June, and they asked for some additional time to go through the work that we had done. Then, I think it was last week, I talked to Ms. Thornquest and she approved us going ahead with this being put on the agenda for today's meeting. But I can check on that, if you want us to check. We can do it.

Mr. Hall – Ms. Munson or Ms. Simon, I would think the Division would want something, since the closing has already taken place, before the Board approves to take this kind of money out after the closing. Would you agree with that, or what's your thoughts?

Ms. Munson – I want to make just a couple of comments. And I know we have some newer Board members that are not familiar with the history of it, and I know that this situation is pretty much an aberration of the types of issues that normally come before you. And the Division can speak directly as to the basis for this information actually being presented before you for consideration. But, I would definitely recommend that the Board not make any ruling one way or the other unless all documentation is provided for proper, full and thorough review regarding the request that's being made. Simply because any type of information that may have been received orally is not documentary in nature, and it could very well not be valid if there is some type of conflict that develops again later in this process, and this is a process that I think all of the season Board members would recognize is not one that is customary. I would recommend, to your comment, Mr. Hall, that if there's any question that you have that documentation can respond to, I would recommend that said documentation be made available.

Mr. Wahl – Your Honor?

Ms. Munson – Ms. Simon may have something else to add, though, is what I wanted to note.

Chair – Who was that speaking, please?

Mr. Wahl – This is Robert Wahl. I wanted to address Ms. Munson.

Chair – Go right ahead.

Mr. Wahl – Again, to confirm what Mr. Murphy said. We received an email on July 26th, from Chris Farmer, the attorney for Faithful Heritage that says, “Sorry for the delay. We will not object to the matter being brought before the Board at the next meeting.” And that was July 26th. The other thing is that I don't believe that Faithful Heritage would have, notwithstanding, that they said they don't object to this, to object to the request, based upon the contract and the bankruptcy court orders. So, I just wanted to address that point. Thank you.

Chair – Is there any contingency in the sale that addresses the recovery of the overpayment?

Mr. Wahl – Yes, Your Honor. The recovery of the excess overfunding remained. That was a negotiated extremely important point. It was approved by the Bankruptcy Court that the recovery of the excess overfunding remained with Mr. Murphy as the Chapter 11 Trustee. Those were bankruptcy court orders, and the contract that was negotiated with Faithful Heritage.

Chair – And, has there been any discussion of contracts that may have been written, and never processed, never turn down, and no indication or findings of those contracts, and the funding of those contracts, in other words, kept and not turned in?

Mr. Wahl – Your Honor, I believe that the contracts provided that all liabilities associated with any contract, whether or not there wasn't even a list, was being assumed by Faithful Heritage. They assumed that risk when they sign the contract and the Order. That was an important factor in the bankruptcy contract and sale. We had an auction and those were issues that were raised at the auction with competing bidders. So, that is something that was dealt with. We don't believe that there are any, or if it would, it would be small anyway, but that's what the Bankruptcy Court Orders approve, that the contracts were approved by the Court and the Confirmation Order provides. I just would hope, for one clarification point, Your Honor, that Rhodes, which we'll be taking up, was not sold to Faithful Heritage. Royal Palm North Funeral Chapel was but not Rhodes. {Inaudible} with the trustee still is administering the Rhodes' property.

Chair – Thank you, Mr. Wahl. Mr. Hall?

Mr. Hall – I'm still concerned that we've closed, there's a closing on this. We have these people that have signed off guaranteeing these preneed funds to be fulfilled without the help of the trust fund and then we're going in without any documentation provided to the Division from Faithful Heritage saying that they're aware of this and they're in agreement. I just don't see how the Board can go on hearsay. My position is it ought to be tabled until they provide that information to the Division. And then we look at it again.

MOTION: Mr. Hall moved to table the matter until the information is provided to the Division. Rabbi Lyons seconded the motion.

Ms. Simon – Mr. Chairman?

Chair – I'm sorry, Ms. Simon. I'm recognizing Mr. Jensen, who was trying to get my attention.

Mr. Jensen – Yes. Thank you, Mr. Chairman. I do have a question, just for clarification. This may be for Ms. Simon. I notice on here, Paragraph 19, which there are two (2) Paragraph 19s, which seem to contradict each other. So, I want to figure this out. It's saying in the first Paragraph 19 that there will be \$466,000 and change left, which equates to \$1344 for existing 347 unfulfilled contracts. In the second Paragraph 19, it says that the \$466,000 is adequate to fund fulfillments for 1333 contracts. So, actually the 347, that is correct. So, I'm wondering are there 1333 contracts or the 347 contracts? And also has anyone checked to see if these are, you know, back when a lot of these were done there were trust and merchandise contracts. So, I'm assuming these are trust contracts, but were there caskets and vaults and things like that on there? If there were, I don't see how you can fulfill it for \$347 per contract.

Mr. Wahl – Your Honor, if I could? I believe that the confusion between the \$466,000 and the \$416,000 that you're referring to, the \$466,000 includes the additional approximately \$50,000 in excess that the trustee is not requesting to be returned. So, it's

giving cushion that there was only the approximate \$416,000 of contracts unfulfilled, for those contracts and the trustees is saying, leave approximate another \$50,000 in there as a cushion. That's what gets you the \$466,000.

Mr. Jensen – Well, I mean, when you do the numbers...I'm sorry, Mr. Chairman.

Chair – Go right ahead.

Mr. Jensen – Just to respond to that, the \$466,000 on the second Paragraph 19, does come out to 347 per contract, or \$1333. So, I guess I'm looking for clarification on exactly what is the amount. We determined the amount is \$466,000 and change. Exactly how many contracts are there? And I agree with Mr. Hall, that we need some sort of clarification as to exactly what was on these contracts. I mean, is it just services? I might can buy the 347 fulfillment, but if it's merchandise on there, I mean, I don't see how that's possible to service that contract. Even at wholesale cost, you're going to pay all of that for one casket.

Mr. Wahl – So, I'll address the first question. The average per contract that would be left, well there's 347 active preneed contracts at Royal Palm. Leaving the \$466,000 and change in the preneed trust, which includes the \$49,000 that the trustees' not seeking, that's what gives you the amount to fulfill those contracts of \$1344 that's reflected in that paragraph. With regards to the components of the preneed contracts, I'll let Mr. Murphy address that issue or question that you raised.

Mr. Murphy – Yes. First, there's 347 contracts left. And if you simply divide that into the \$466,000, that's left, that's \$1342 per remaining open contract. At Royal Palm North Funeral Chapel, there's very little merchandise sold. You can really glean from the average contract price of being slightly, total contract price of being slightly over \$1100. That leaves very little room for merchandise. So, there's no doubt that \$1347 per contract, when a high majority of these Royal Palm North Funeral Chapel contracts were for the pure services. That is an extremely large cushion, additional amounts way over and above what will ever be paid to fulfill these contracts.

Chair – Thank you. Ms. Simon?

Ms. Simon – Thank you, Mr. Chairman. I only wanted to address Mr. Hall's comments. I understand that Mr. Hall is seeking a confirmation from Faithful Heritage that this is an understanding between Faithful Heritage and the receiver that this is what is going to be taking place today. And assuming Mr. Wahl is ok with this, I think that we can get that confirmation and you could give the Division the authority, if we receive that, to approve this motion, if the Board is so inclined to do that, as opposed to tabling it and waiting for another Board meeting just to get that. I assume that Mr. Wahl would be able to get an affidavit or something from Faithful Heritage that says that they are in agreement with what the receiver has proposed.

Chair – Thank you, Ms. Simon. Mr. Knopke?

Mr. Knopke – Yes, sir. Thank you, Mr. Chair. Several questions. And, just for the record, for the April presentation, I was on the call or on the conference at that point, but as you all started, my system was hacked and I had to get offline and never able to get back to listen. So, I apologize if I'm asking some redundant questions or already answered questions. I do have the same feeling that Mr. Hall does, and Mr. Jensen does about needing documentation. I think it needs to be written. I think Faithful Heritage needs to be able to provide that. Secondly, I'm a little disappointed or surprised that Faithful Heritage, to the best of my knowledge and looking at everybody on here, is not represented on this call. It surely has a big impact on them or potentially a big impact. In regard to the contracts in question, FSI was spoken about, and I would like to hear from either a representative of FSI on exactly what occurs when you request a fulfillment. Not so much the process, but what do you get? It's been said that the earnings don't come out, that you only get what you put in. I find that hard to imagine, but I wanted to see if that was correct or not, because that has a big impact on this.

Chair – Thank you.

Mr. Knopke – Mr. Chair? Excuse me for interrupting.

Chair – I'm sorry. I thought you were finished, Mr. Knopke.

Mr. Knopke – I'm sorry. I left it like I was, but I want the ability to come back because I've still got some other questions, if I can.

Chair – Would you care to continue to address the Board?

Mr. Wahl – Your Honor? This is Robert Wahl. I just wanted to...

Chair – Just a moment, Mr. Wahl, please.

Mr. Wahl – Ok.

Chair – Mr. Knopke, it appears that I interrupted you before you were finished.

Mr. Knopke – No, sir. You didn't. I indicated that I wanted to hear from FSI and then paused. I just want the right to come back, because I've got some other questions for either Mr. Murphy or Mr. Wahl or for the Department, for that matter.

Chair – I'd like to recognize Wendy Wiener.

Ms. Wendy Wiener – Thank you, Mr. Chairman. This is Wendy Wiener. I represent Faithful Heritage, so Faithful Heritage does have representation on the call. However, I was not Transactions Counsel. That was Mr. Christopher Farmer. He did provide correspondence to Mr. Murphy and Mr. Wahl indicating that Faithful Heritage would not object to the requests being made, as has been indicated. And so, I believe that you can accept their representation that that correspondence did change hands. With regard to earnings coming out of trust from FSI, that is absolutely the case when FSI is the recordkeeper on a contract level basis. For Work & Son, unfortunately, for those of you and I know Mr. Knopke was on the Board way back in the day when Work & Son acquired these properties from the Loewen bankruptcy, they did not receive contract level data themselves. You all remember the horror stories about the computers having been wiped at closing and then receiving empty computers, but boxes and boxes of files. The bankruptcy trustee did go through the process of reconciling those contracts that were hard copies and what was computerized, because Mr. Work had worked on that for a long time. FSI was not able to distribute anything other than what was requested by Mr. Work, and Mr. Work made it a policy to only request what he knew to be principal, because he was not himself able to finalize the reconciliation of all of the paper documents that he had received alongside running the cemeteries and everything else. But, yes, FSI, if you are an FSI client, an FSI has your contract level data, you can be assured that earnings come along with contract at fulfillment and at cancellation or default.

Chair – Thank you, Ms. Wiener. Mr. Wahl?

Mr. Wahl – Yes, Your Honor. I just wanted to clarify a statement Mr. Knopke said, because I think he may have misheard Mr. Murphy and Mr. Murphy can clarify it. I don't believe Mr. Murphy ever said that they don't get earnings from FSI on the contract. I think what Mr. Murphy was talking about is what they receive concerning trying to explain why the build-up was. Mr. Murphy, could you clarify the statements you made for Mr. Knopke?

Mr. Murphy – Yes, I certainly can. I apologize if I wasn't so clear on that. I think what I said was that the only amount you can request with a typical withdrawal when Work & Son does a fulfillment, and then sends in a withdrawal request, the only thing they can request is the principal that was put into the trust, the actual funding amount, so that's always going to be less than 100%, that DFS used in their audit. Now, I may not have added that in addition to the principal that was put in, whether it be 30%, or 70%, whether it's merchandise or service, they're only going to get that, and they're going to get the earnings attributed to that. But there is no way, and I'm sorry if I didn't mention the earnings, but I certainly wouldn't have intended to say that they did not get earnings, because they certainly do. And, Work & Son doesn't know what the earnings are when they do the requests. We've looked at a lot of these and actually, since I've been appointed, we see every one that is put in and request that everyone that is paid. What is done is there is a request sent in and it lists, by contract, the amount of funding, and Mr. Work even does the individual items in the contract, so we know what we're going to get back for the principal part for the amount originally funded. But, again, that's never going to be 100% of the contract. And then FSI actually does the calculation of the earnings that is attributable to those amounts. So, we do, and again, I've seen every one of these that's been requested and received. So, Work & Son does receive the original amounts funded are trusted for these accounts when the when the withdrawal request is sent in, plus the earnings attributable to those, so I apologize if I wasn't clear on that before.

Chair – Thank you. Ms. Munson?

Ms. Munson – Yes?

Chair – Considering that the Division has no position and defers to the judgement of the Board in this matter, can you give us, as Board members, some sage advice on this?

Ms. Munson – Only to underscore what I stated before, because this type of information is being presented before the Board is not necessarily customary, so I'd like to make one point. The petition itself containing the defects of two (2) paragraph 19s with different information is something that needs to be corrected before ruled upon. Just on an outset, I'd like to make that clear. Secondly, if the Board has any questions, any questions, and you are not comfortable making a decision without any additional presentation from the Division, I would recommend that the Board table the matter until all questions can be answered. Those who were not in attendance at the March meeting, and those who were, might recall that the discussion at the March meeting over the Work & Son issue was very extensive. If you review the minutes again, I think it might have taken five (5) pages or so of the minutes itself. So, it's not where it's something that is necessarily simplistic. It's quite comprehensive and so many arms and legs are involved in this. And it's again, because it's something just a bit different than what the Board customarily does, and I'm turning to my right only because I am scrolling, looking at some of the information to make sure that no misstatements are made. I would recommend that the Board table until all questions can be answered at this particular meeting. If you have questions, make them very clear. And for those Board members who may not even fully understand why this matter is before them for review, I think that a historical perspective from the Division could also be helpful.

Chair – Thank you. I appreciate that. Rabbi Lyons?

Rabbi Lyons – Thank you, Mr. Chair. I think I'm along the same lines and Mr. Jensen over here, but just to maybe make a slightly more specific request. Instead of guessing about the average contract, could we just get an FSI report of the 347 contracts? Could we just be furnished a report of how much each one of them are? And then we'd be able to see for ourselves and not have to do any guesswork. So, just as far as, you know, collecting all this and then also, which I believe Mr. Hall mentioned, is the actual written agreement on who got the excess money currently in the trust fund. Just for us to actually see that in print, so that there's no dispute afterwards or hearsay, as they say. Thank you.

Chair – Thank you.

Mr. Clark – Mr. Chairman, I have a question. This is Andrew.

Chair – Is that Mr. Clark?

Mr. Clark – Yes, Mr. Chairman.

Chair – Go right ahead, please.

Mr. Clark – I'm not sure who this question is for. It may be for Ms. Munson, but is this the only course of action for the trustee to take to get those funds released, coming before the Board, or are there other legal routes that could be taken?

Ms. Munson – Thank you for that question. That is exactly my concern. I think that this, and again, the Division may be able to chime in, because it's a matter that was presented by the Division to the Board. That was a concern if there are other legal remedies. I'm not quite, I know we handled the matter in March, and it was a one-off, so I'm not quite certain if this can be handled through another. Definitely, I would think circuit court is an available option. However, it was presented with purpose, so either the Division or the trustees' attorney, Mr. Wahl, can speak to that.

Mr. Clark – Thank you.

Mr. Wahl – Your Honor? With regards to other...

Chair – Mr. Wahl, let me recognize Mr. Knopke, please.

Mr. Knopke – Thank you, Mr. Chair. Just back to a couple more questions. Mr. Clark’s question was a very good one and one I wasn’t thinking about, so thank you. Going back to the delivery of verifying the delivery. How exactly was that done in detail? I mean, did you go probe graves? Did you look at old records? Because over time we’ve been told that records didn’t exist for these companies. They were never delivered by either Loewen or somebody else, or they were destroyed, as the computers were wiped. How did you determine what was delivered from a service standpoint, or a merchandise standpoint? And another question, is FSI has been mentioned here today. Was there ever any inquiry or reference into a company named Security Trust Plans (STP)? They were a cemetery, funeral home company out of the South Florida, Southeast Florida area, that provided trusting for firms in a more favorable way, in the old 639/497 days. Were they even ever contacted about any trust funds out there for any of these companies?

Chair – Mr. Knopke, you were addressing your question to whom?

Mr. Knopke – I’ll throw it all to Mr. Wahl or Mr. Murphy. I don’t know where Andrew’s question was going. I think Ms. Munson answered it, but yet, again, are there any other remedies? I mean, there’s just lots of questions here, and from my standpoint, Mr. Chair, the money belongs to somebody. At this moment, I’m not sure who, and the end result of this, even though it’s been represented, and maybe Ms. Wiener will add to this, but that Faithful Heritage has said they’re not going to come to the Board, ever, ever, ever, and ask for any money, if they find a bunch of contracts, or if there’s just one that wasn’t properly done. They’re not coming to us. We’ve got her representation, which I have a lot of faith in, and I believe her, but at the same time, she’s going to retire someday like everybody on here. So does that mean all bets are off? The Department needs something here in writing, and I would much prefer it come from the Faithful Heritage principal, as opposed to their counsel. It can come through them, but this is a one-time decision, and if we mess it up, it’s messed up forever. It’s not like you can change your mind. Thank you, sir. I’m done for the moment.

Chair – Thank you. Mr. Wahl?

Mr. Wahl – Yes, I’ll address part and Mr. Murphy will have to address some of it. With regards to the question of other remedies and courts, again, these funds are property. The right to claim, to the extent that the trustee is entitled to. This would be property estate, and the Bankruptcy Court has jurisdiction over property estate. However, this process before the Board, we’re going forward because we recognize the Board and the Department have an interest in concerning an exercising its police powers concerning preneed trust. So, I think there might be, to some extent, dual jurisdiction. We’re proceeding here, hopefully, to get this resolved like we have the other ones. With regards to documentation concerning who owns those assets, as I said, that {inaudible} was contained in the contract with Faithful Heritage, which was approved by the court, and the assumption of the liabilities recognized in the plan and confirmation ordered by the Bankruptcy Court. The Department has been receiving all of these documents, from the Bankruptcy Court, and they have a copy of all those. We just didn’t anticipate that the Board would want to wade through hundreds of pages of Bankruptcy Court documents concerning the issue of whether or not Faithful Heritage had actually transferred those rights. And, again, that would only relate to the facilities that they acquired, which does not include Rhodes. So, what we have here, again, I think that we need to resubmit those Bankruptcy Court documents to the Department, and they can forward it to, you, know, we can do that if we have the representation of Ms. Wiener, which would only confirm with those Bankruptcy Court contracts say. So. I just wanted to raise that point concerning the jurisdiction and the documentation, which I believe is already in the possession of the Department. I’ll let Mr. Murphy address the other factual issues concerning the investigation.

Chair – {Inaudible}

Mr. Murphy – I’m sorry, Mr. Chairman.

Chair – One of the agreements that should give the Board a certain amount of confidence is Faithful Heritage’s guarantee and statement that the Consumer Protection Trust Fund would not be petitioned to reimburse on any contracts that were not found, or were not available for discussion. Ms. Wiener, can you confirm that?

Ms. Wiener – Yes, sir, Mr. Chairman. That agreement was actually part of, that was considered specifically when the applications to acquire the cemeteries and the funeral establishment were presented to the Board initially. Board staff Jasmin Richardson is very careful to make sure that when there is a change of ownership application coming before the Board, and there is preneed existing at the location that is being acquired, that the applicant submits in writing a statement that they are

responsible for any and all outstanding preneed. That agreement was submitted, that statement was submitted to the Board. This particular licensee, you will be glad to know, will certainly not be petitioning the Consumer Protection Trust Fund now or in my retirement at some time in the future. This licensee, Faithful Heritage, has a history not only here, with the acquisition of Work & Son, but also in South Carolina, where it acquired some troubled properties, and is the darling of the regulator there for coming in and saving the day, just like they will have done here with regard to the Work & Son properties. These will not be properties that you'll have a problem with going forward.

Chair – Thank you. I just wanted to make that point to the other Board members, the that should give us some level of confidence in approving the petition.

Ms. Wiener – Mr. Chairman, can I just add one thing to my prior comments?

Chair – Please do.

Ms. Wiener – Thank you. Just so the Board knows, while Faithful Heritage did not acquire the Rhodes property and it continues to be owned by the bankruptcy trustee, Faithful Heritage is fulfilling those contracts at this time, on behalf of the trustee.

Chair – Thank you. Board?

Mr. Jensen – Mr. Chair?

Chair – Mr. Jensen?

Mr. Jensen – Yes, sir. In light of Ms. Munson's advice, also the two (2) Paragraph 19s being a little unclear, I do understand that Faithful Heritage will honor those contracts. However, I do think we need to know a little bit more about what it's going to take to fulfill these contracts.

MOTION: Mr. Jensen moved to table this until there is a little further interpretation of the facts.

Mr. Jensen – We could beat this all day long if we need to, but I think everybody, as Mr. Knopke stated, Mr. Hall and Rabbi Lyons, you know, let's get the facts and then let's make a decision. So, let's table it and move on.

Chair – Mr. Jensen, could you be specific with the questions that you would want answered?

Mr. Jensen – Yes, sir. In my packet, and I know Ms. Munson and has saw it, but there's two (2) Paragraph 19s. Both of them seem to contradict each other. One (1) of them says there's \$460,000 to service 347 contracts. In the second Paragraph 19, it says there's \$466,000 to service 1333 contracts {inaudible} does work out to the 347 per contract, which I would like to know what's on those contracts, because I don't see how you could fulfill those contracts for \$350, if there's caskets and vaults and other merchandise on those contracts. I get it if it's just service. I mean, we need to protect the consumer here. And I understand they're not going to come back to the Consumer Trust, however, the people that buy it, and I agree with Mr. Knopke. Sooner or later, they're going to be by the wayside or they may sell it, or whatever the case may be, and then this will be faced just from a different angle down the road. So, we got one shot at it. So, those are my biggest questions. It's the Paragraph 19 times two. That's my biggest issue there trying to figure out exactly what's there, and how many contracts we need to service.

Chair – So, that's the basis for your motion to table, correct?

Mr. Jensen – That is the basis. Yes, sir.

Chair – Thank you. Rabbi Lyons?

Rabbi Lyons – Ok, just to clarify. There are two (2) Paragraph 19s, so that's a problem. The number 1330, whatever it is, was just an illustration. They're just saying that with the amounts of money in the trust fund, assuming the average contract is \$347 in theory, they could fulfill as many as 1300 contracts, approximately with that number. So, it might have been stated in a way

that it was a contradiction, but if I understand correctly that they were just trying to illustrate that they have the ability to fulfill so many more contracts than they actually have. However, I do agree that we should see in writing that there's an actual agreement that this money, that all parties agree that these funds can be withdrawn, you know, the way that they're being requested to be withdrawn. And I think we should see some type of report from FSI, so that we're not guessing about the average contract. If there's a way to see what's merchandise and what's service on those 347 contracts. I agree with Mr. Jensen. We should be looking at that because if it is merchandise, it's going to be a whole different ball of wax than if it's just services. Although they did explain well where they got to number 347 based on the services, but still that's only true if it's true. So again, just to be brief, I think we should table this until we have written documentation that the buyer agrees to this arrangement, and that we have a report from FSI about the 347 contracts, so that we can figure out what they actually are not guess, based on the average.

Chair – So, your suggestion is to take the 347 contracts and break each one of them up, between merchandise, guaranteed merchandise, and service?

Rabbi Lyons – I'm pretty sure that it's an FSI report, sir, so it would end up being probably four pages long for 347 contracts. But I believe that there are ways that FSI can break that down for us.

Chair – Thank you. Mr. Knopke?

Mr. Knopke – I'll second Mr. Jensen's motion.

Chair – So, there's a motion before the Board and it's been seconded. All those in favor, aye?

Board members – Aye.

Chair – And any opposed? That motion carries. On to the next item, Ms. Simon.

Ms. Simon – Yes, sir.

- C. Work & Son – Rhodes Funeral Directors*
- (1) Petition to Withdraw Excess Preneed Funds*
- (2) Exhibit A - Preneed Reconciliation*
- (3) Preneed Examination Report*

Ms. Simon – Work & Son asserts that the Premier Trust for Rhodes Funeral Directors is overfunded by approximately \$110,000, and seeks Board approval to withdraw approximately \$100,000 of the overages. The Division has conducted a limited financial examination of the preneed trust for Rhodes Funeral Directors, as provided by Work & Son, and determined that it has no objections to the methodology employed by Work & Son in determining the alleged overages. And, specifically, I have spoken with our examination team, and we did indeed review 100% of the unfulfilled contracts that are being forwarded for your consideration today, and we confirmed the information provided by the Chapter 11 Trustee. The Division, therefore, has no objection to the amount identified by Work & Son as the alleged overages of the Rhodes Funeral Directors Preneed Trust. Mr. Chairman?

Chair – Thank you. Board? Mr. Knopke?

Mr. Knopke – This question to maybe Ms. Simon, Mr. Wahl or Mr. Murphy. On Exhibit A, The Reconciliation, this is all the contracts. Is that correct? There are no other ones?

Mr. Murphy – I can answer that. That's correct. Yes, that's all the contracts.

Mr. Knopke – The next question is, by taking the money out, by these being delivered, it clearly shows that there's \$109,927, I believe, if I'm reading this, in excess funding. So, if this money is taken out, this trust effectively has a zero balance, and nobody left in it. Is that right?

Mr. Murphy – That's not correct.

Mr. Knopke – Ok.

Mr. Murphy – There's \$230,000 in the trust at the end of April. We found we were absolutely able to determine that \$110,000 of that, well let me go back. There's \$229,000 that the DFS Audit Exam in 2012 said was required. We determined of that approximate \$230,000, \$110,000 of those had in fact been fulfilled. So, leaving a balance of unfulfilled liability of \$119,784. The actual trust balance as of the end of April, was approximately \$229,710. So, there's still going to be \$130,000 remaining in the trust and there's only thirty-five (35) contracts that are unfulfilled. When DFS did their exam audit in 2012, they said there were seventy-five (75) unfulfilled contracts. We have determined and I believe proven that forty (40) of those have been fully fulfilled. I don't know if it's appropriate, but there was a question you had that I was prepared to answer back on Royal Palm North Funeral Chapel. I can answer that now. I don't know if that's appropriate or not. But you had asked, I think I can cover it with this. You had to ask how we documented and found the documentation that these contracts had been fulfilled. Of all the contracts we located, of the ones that were identified in the DFS 2012 audit, out of all those contracts that we found, and we went through every one of them, and we found documentation. There were statements that were signed the families confirming what had been delivered. We looked at the death certificate showing that the services had been done at that facility, at that funeral home. And then also, if there's merchandise, we looked at the proof that the merchandise was delivered. So, we were able to find the documentation. You had mentioned earlier about another trust fund, and that name didn't ring a bell with me. My understanding is that all of the trust funds went over to FSI in approximately 2005, 2006, for all the facilities, so I just wanted to make sure I cleared that up.

Mr. Knopke – Thank you.

Chair – Thank you.

Mr. Knopke – What you're saying here, the remaining thirty-five (35) contracts, the approximate trust value of \$3000 and change each?

Mr. Murphy – There's going to be \$3700 remaining in the trust for each of the thirty-five (35) remaining unfulfilled contracts.

Mr. Knopke – Ok, thank you for that.

Mr. Murphy – And, again, that substantially exceeds the actual retail price for these and many multiples of actually what it would cost to service them.

Chair – Thank you. Board, what's your pleasure? We have the petition before us.

MOTION: Mr. Jones moved to approve the Petition without conditions. Mr. Knopke seconded the motion, which passed unanimously.

Chair – Mr. Murphy, Mr. Wahl, thank you so much for being available and helping us through this difficult task. Ms. Munson?

Ms. Munson – Just a quick question. I could have sworn I heard someone say motion to approve with conditions. I just needed to clarify, if so, what those conditions were.

Mr. Jones – Ms. Munson, this is Ken Jones. There were no conditions for approval.

Ms. Munson – Thank you.

Chair – And the second understands that?

Mr. Knopke – Yes, he does.

Chair – Thank you and again, the Board members voting in favor understand that. So, thank you so much. Ms. Munson, does that need to be further clarified?

Ms. Munson – No sir. Thank you.

Chair – Thank you. Again, thank you, Mr. Wahl. Thank you, Mr. Murphy. We appreciate you coming before the Board again and again and again. Thank you so much. Ms. Simon?

Ms. Simon – Yes, sir.

4. Disciplinary Proceeding(s)

A. Settlement Stipulations (Probable Cause Panel B)

(1) Morris Funeral Chapel: DFS Case No. 278436-21-FC; Division No. ATN-35931 (F040481)

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

Mr. Griffin – One second, sorry.

Chair – Again, I'll point out that the Probable Cause Panel member was Mr. Williams, and he's excused from the meeting today.

Mr. Griffin – Marshawn Griffin for the Department. Morris Funeral Chapel ("Respondent") is licensed under Chapter 497, Florida Statutes, as a funeral establishment. The Department conducted an inspection of Respondent and determined that Respondent engaged in activity 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.

Chair – Thank you. Anyone on the call representing Morris Funeral Chapel? Hearing no answer. Board, before us is a stipulation for a \$250 fine.

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.

B. 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 – Is a representative of this entity on the call today? Hearing no response. Mr. Chairman?

Chair – Mr. Knopke, would you like to make a declaration on this?

Mr. Knopke – Yes, sir. I would like to recuse myself on 4. B. (1) and (2), because I was on Panel A, and also on 4. C. (1) and (2). While I wasn't on this particular Panel, part of the attachment has me on Panel A, in your packet, and I don't want any confusion if there was ever an appeal or a question of this, of my involvement having other information. Since we've got a quorum, I would prefer to sit on the sideline with obviously 4. B., but also 4. C.

Chair – Thank you. Ms. Simon?

Ms. Simon – Yes, sir? Mr. Chairman, if you are asking about the quorum?

Mr. Knopke – No, I wasn't. I think there is one.

Ms. Simon – There is. With the exception of you, Mr. Knopke, there would still be six (6) Board members, if I'm calculating correctly. Yes, sir. And, presenting for this matter of Marion Graham Mortuary, Mr. Griffin.

Mr. Griffin – Marshawn Griffin for the Department. The above reference matter is presented to the Board for consideration of the Motion of Determination of Waiver and for Final Order by Hearing Not Involving Disputed Issues of Material Fact (“Motion”), in the matter of Marion Graham Mortuary (“Respondent”). The Division alleges that Respondent engaged in the following: failed to timely honor a preneed contract cancellation request and demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes. The Motion demonstrates that although petition Respondent followed a responsive pleading in this matter if the Board issued an Order Dismissing Without Prejudice, Respondent failed to file a response to the Order Dismissing Without Prejudice, and accordingly, the Department requests that the Board adopt the factual allegations and the Administrative Complaint issue on 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. Clark seconded the motion, which passed unanimously.

Mr. Griffin – Now that the Board has determined the Respondent has waived his right to elect 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. Clark 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 Statutes, as charged in the Administrative Complaint. The Department believes that it is appropriate at this time for the Chair to entertain a motion finding Respondent in violation of Florida Statutes as charged in the Administrative Complaint.

MOTION: Mr. Jones 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, if there's no representative from the Respondent here, as to penalty, the Department is requesting that the Respondent pay a \$2000 fine and to place its license on probation for one (1) year, consecutive to any probation it is currently serving.

MOTION: Mr. Hall moved that the Respondent shall pay a \$2000 fine and place its license on probation for one (1) year, consecutive to any probation it is currently serving. Ms. Clay seconded the motion, which passed unanimously.

Chair – Thank you, Mr. Griffin.

(2) Peavy Funeral Home; DFS Case No. 280003-21-FC; Division No. ATN-36119 (F040935)

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

Mr. Griffin – Marshawn Griffin for the Department. The above-reference 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 Peavy Funeral Home (“Respondent”). The Division alleges that Respondent engaged in activities regulated under Chapter 497, Florida Statutes, with an expired license. The Motion demonstrates Respondent failed to timely file a response in this matter, and request that 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. Clark 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 Department contends that the Board’s findings of fact support a finding of violations of Chapter 497, Florida Statutes, as charged in the Administrative Complaint. The Department believes that it is appropriate at this time for the Chair to entertain a motion finding Respondent in violation of Florida Statutes as charged in the Administrative Complaint.

Chair – Is there a motion?

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

Mr. 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, the Department is requesting that the Board impose an Order requiring Respondent to pay a \$500 fine.

Chair – Board?

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

Mr. Griffin – I believe Ellen is trying...

Mr. Hall – Mr. Chair?

Mr. Jensen – Mr. Chair?

Chair – Mr. Hall?

Mr. Hall – I was just saying that Ms. Simon was trying to get your attention.

Chair – Thank you. Ms. Simon?

Ms. Simon – Thank you, sir. I neglected to ask whether there is a representative of Peavy Funeral Home on the call today.

Chair – Thank you for that reminder. Any representative of the Peavy Funeral Home on the call with us today? Hearing none. There’s a motion made, and it’s been seconded and all those in favor, aye?

Mr. Jensen – Mr. Chair?

Chair – I’m sorry. Mr. Jensen?

Mr. Jensen – I just have one quick question for Ms. Simon. Ms. Simon, am I seeing this correctly that this firm has expired their licenses nine (9) times since they’ve been around? Is that what I’m correctly seeing?

Ms. Simon – If I can have one moment, sir.

Mr. Jensen – Ok.

Chair – What page is that on, Mr. Jensen?

Mr. Jensen – That would be down on Page 41. Starting at 41. Let me find the rest of them. Yes, here we go, starting 52, Page 52.

Chair – Just a moment.

Mr. Griffin – Those are different licenses.

Mr. Jensen – They're all different? Preneed main license...ok, I see. So, the funeral establishment license was expired on three (3) different occasions, correct?

Ms. Simon – Actually...

Chair – I believe that every time a license is renewed, an invalid expired comes up on the record.

Mr. Griffin – Yes, I'd point to, if you're looking at the list of three (3), if you'll notice, one (1) of the entries, and I believe it's the second entry of exploration, it expired on 11/30 and was renewed on 11/30.

Chair – I think you'll see that on most every exhibit, Mr. Jensen. Ms. Simon?

Mr. Jensen – I do see that. Thank you.

Ms. Simon – Yes, sir. I was simply going to corroborate Mr. Griffin's statement and say that there were only two (2), if you'll notice that the status date of the invalid expired is the same day, essentially for two (2) of them.

Chair – Thank you. So, we have a motion and we have a second.

Rabbi Lyons – One other thing, Mr. Chair?

Chair – Rabbi Lyons?

Rabbi Lyons – Ok, yes. Sorry. This question is for Mr. Griffin, I believe.

Mr. Griffin – Yes, sir?

Rabbi Lyons – In our packet, Page 26?

Mr. Griffin – Yes. That is a Consent Order for discipline unrelated to an expired license.

Chair – That's from '02.

Mr. Griffin – Yes. It's not related to this manner of discipline, and yes, it's from 2002.

Chair – So, we have a motion before us, and we have a second.

Mr. Griffin – I think he's frozen, because on my screen, the video is still showing the same face.

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

Mr. Griffin – I believe he must have had some technical difficulties. On my screen, his image, his video is locked in the same place. Rabbi Lyons.

Chair – Thank you. So, all those in favor, aye?

Board members – Aye.

Chair – And any opposed? And that motion carries.

C. *Material Facts Not Disputed (Section 120.57(2) Hearings) (Probable Cause Panel B)*
(1) *Graham, Elliot Maurice: DFS Case No. 280740-21-FC; Division No. ATN-36090 (F045310)*

Ms. Simon – Is Mr. Graham or a representative of Mr. Graham on this call? Hearing no response. Mr. Griffin?

Mr. Griffin – Marshawn Griffin for the Department. The above-reference 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 Elliott Maurice Graham (“Respondent”). Respondent is the funeral director in charge of Marion Graham Mortuary, (“Marion Graham”) a funeral established, License Number F040391. The Division alleges Respondent is subject to discipline to the following violations. Marion Graham demonstrated negligence or incompetency in the practice of activities regulated under Chapter 497, Florida Statutes, and Marion Graham failed to timely honor a contract. The Motion demonstrates that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint, and request that the Board adopt the factual allegations in the Administrative Complaint, an issue inappropriate penalty.

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

Chair – Mr. Griffin?

Mr. Griffin – Yes?

Chair – What is the recommended penalty?

Mr. Griffin – Well, there's a little bit more that we have to do. 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. Jones 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 Statutes, as charged in the Administrative Complaint. The Department believes that it is appropriate at this time for the Chair to entertain a motion finding Respondent in violation of Florida Statutes as charged in the Administrative Complaint.

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

Mr. 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. Hall moved to accept the investigative report with exhibits into evidence. Mr. Clark seconded the motion, which passed unanimously.

Mr. Griffin – If I may take one second before we proceed further?

Chair – Take your time. Mr. Griffin, are you ready to proceed?

Mr. Griffin – At this time, the Department recommends the following discipline: that the Board enters an Order requiring Responded to pay a \$4000 fine and to place its license on probation for one (1) year, consecutive to any probation it is currently serving.

Rabbi Lyons – Mr. Chair?

Chair – Go right ahead.

Rabbi Lyons – What's the methodology of the \$4000 fine?

Mr. Griffin – The Administrative Complaint alleged violation of 497.152(1)(b), Florida Statutes. This is a second violation for this particular licensee, so therefore it calls for a higher penalty recommendation.

Chair – Thank you, Mr. Griffin. Thank you. Board?

MOTION: Ms. Clay moved that the Respondent shall pay a \$4000 fine and to place its license on probation for one (1) year, consecutive to any probation it is currently serving. Rabbi Lyons seconded the motion, which passed unanimously.

Ms. Simon – Thank you, sir. The requested fine was a success.

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

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-reference 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 Marion Graham Mortuary. The Division alleges Respondent engaged in activities requiring licensure under Chapter 497, Florida Statutes, with an expired license. Although, the Administrative Complaint alleged a violation of 497.152(1)(b), Florida Statutes, the Department will not be proceeding on that at this time. The Motion demonstrates the Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint and requests that the Board adopt the factual allegations in the Administrative Complaint and issue an appropriate penalty.

Chair – Board, do we have a motion?

MOTION: Mr. Jensen moved that Respondent failed to timely file a responsive pleading contesting the allegations in the Administrative Complaint. Mr. Clark 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. Clark 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 Statutes, as charged in the Administrative Complaint. The Department believes that it is appropriate at this time for the Chair to entertain a motion finding Respondent in violation of Florida Statutes as charged in the Administrative Complaint.

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

Mr. 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, Respondent has prior disciplinary history for a failure to timely renew, by way of DFS Case No. 243643-19-FC, therefore the Department is requesting that the Board enter an Order imposing a \$1000 fine against Respondent.

Chair – Ms. Munson, did you have your hand up?

Ms. Munson – Just a quick question. Again, perhaps it's my audio. I just need to clarify with Attorney Griffin. Did you say that the Department was not pursuing?

Mr. Griffin – It was not pursuing that. So, the Administrative Complaint alleged, I believe when it was filed, it alleged s. 497.152(5)(b).

Ms. Munson – And (1)(b).

Mr. Griffin – Yes, ma'am. We're not proceeding on the count of s. 497.152(1)(b), that's alleged in that Administrative Complaint.

Ms. Munson – So, the Administrative Complaint is amended on the record and will be corrected as we submit this?

Mr. Griffin – Yes, ma'am.

Ms. Munson – Ok, thank you. I'm sorry. I needed the clarification.

Mr. Griffin – The prior administrative action is also contained within the Board packet.

MOTION: Mr. Hall moved that the Respondent shall pay a \$1000 fine. Mr. Jones seconded the motion, which passed unanimously.

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

Ms. Simon – Yes, sir. Mr. Chairman, if I may ask, before we continue with the rest of the agenda, if I may request a five (5) minute break?

Chair – Sure. Let's have a ten (10) minute break and be back at 12:05. Is that satisfactory with everybody or do you need more time? Ms. Munson?

Ms. Munson – Just wanted to note that when you return, Attorney Marlene Stern will be sitting in. I will be here probably for the next fifteen (15) minutes or so after you return, but I just wanted to make the transition known prior to your leaving. Thank you, Chair.

Chair – Thank you. Thank you, Ms. Stern, for joining us. And, see you at 12:05.

Ms. Marlene Stern – Ok, thank you.

*****BREAK*****

Chair – Ok, good afternoon. I'd like to call the meeting back to order and call upon Ms. Simon.

Ms. Simon – Yes, sir. Before we continue through the meeting, I spoke with Mr. Hall and he needs to be off the video conference at 12:30 for a work-related issue. We'll still have a quorum without him. May I move on, Mr. Chairman?

Chair – Please do, and your video is not on.

Ms. Simon – Just one moment.

Chair – It is now.

Ms. Simon – I apologize. That was unintentional.

Chair – Thank you.

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

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

6. **Application(s) for Continuing Education**
A. **Course Approval - Recommended for Approval without Conditions – Addendum B**
(1) *Academy of Graduate Embalmers of Georgia, Inc (41609)*
(2) *Independent Funeral Directors of Florida Inc. (135)*
(3) *International Order of The Golden Rule (2201)*
(4) *National Funeral Directors Association (136)*
(5) *New Jersey Funeral Service Education Corp. (7002)*

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

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

7. **Consumer Protection Trust Fund Claims**
A. **Recommended for Approval without Conditions – Addendum C**

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

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

8. **Application(s) for Embalmer Apprentice**
A. **Informational Item (Licenses Issued without Conditions) – Addendum D**
(1) *Weiss, Hanna E F520875*

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

9. **Application(s) for Florida Law and Rules Examination**
A. **Informational Item (Licenses Issued without Conditions) – Addendum E**
(1) **Embalmer (Endorsement)**
(a) *Bailey, Nathaniel J*
(2) **Funeral Director (Internship and Exam)**
(a) *McCutcheon, Glen E*
(b) *Smith, Ahna E*
(3) **Funeral Director and Embalmer (Endorsement)**
(a) *Attfield, John H*
(b) *Gearhardt, Lydia*
(c) *Keller, Carina B*
(d) *Lyall, Dillon J*
(e) *Merlau, Richard F*
(f) *Northup, Anthony C*
(g) *Staver, Jeffrey S*
(4) **Funeral Director and Embalmer (Internship and Exam)**
(a) *Harden, Lindsay T*

- (b) *O'Neal, Blane A*
- (c) *Rodriguez, Sylvia E*
- (d) *Theil, Ryan*
- (e) *Young, Keith*

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.

10. Application(s) for Internship

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

- (1) *Funeral Director*
 - (a) *Garrett, Tammi F F518501*
- (2) *Funeral Director and Embalmer*
 - (a) *Galyon, Zoe M F520006*
 - (b) *Lemorin, Nacha F471182*
 - (c) *Murphy, Morgan F519762*
 - (d) *Williams, Dillan J F521037*

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 with Conditions (Adverse Licensing History)

- (1) *Funeral Director and Embalmer*
 - (a) *Baker, Damon M*

Ms. Simon – An application for a funeral director and embalmer license was received by the Division on June 11, 2021. The application was incomplete when submitted and completed on June 22, 2021. The reason why the Board will need to vote on this is because there was prior adverse history, to wit, in 2016, the applicant entered into a stipulation in DFS Case No. 196641-16-FC, wherein he was to pay a \$2500 fine for practicing without a valid license. However, he failed to make full payment in that the applicant only made two (2) payments of \$833.33. The applicant still owes a payment of \$833.34. The establishment is recommended for approval subject to the condition(s) as follows:

- 1) That the license be placed on probation during the duration of the embalmer apprenticeship license.
- 2) That the Applicant pay the balance of \$833.34 for DFS 196641-16-FC.
- 3) That the Applicant pay an additional fine of \$1500.

Ms. Simon – I believe that the applicant was on the call earlier today.

Chair – Mr. Baker? I know that Mr. Baker was on. Mr. Baker? We do have your microphone on. Would you care to turn your video on?

Mr. Damon Baker – I'm trying to get it to connect now. It is still spinning.

Chair – We got you.

Mr. Baker – All right. Good morning to everybody. Well, good afternoon to everyone.

Ms. Simon – Mr. Baker, before you go on, 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. Baker – I do.

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

Mr. Baker – Sure. Damon Baker, B A K E R.

Ms. Simon – Board members?

Chair – Thank you. Mr. Baker, are you still employed at the same location that you were employed with before?

Mr. Baker – Do you mean in the funeral business or my actual employment?

Chair – In the funeral business.

Mr. Baker – No, sir.

Chair – So, you're now employed with Weston's?

Mr. Baker – Yes, sir. So, I believe I'm a little confused with your question. So, you're asking am I still employed with the same location of funeral establishment? Is that what you're asking?

Chair – That's what I'm asking.

Mr. Baker – Ok, so at that time it was Baker and Ross Mortuary. So, no, sir. That location is no longer in existence.

Chair – Thank you. So, you've been working for Weston's?

Mr. Baker – Yes.

Chair – What duties have you been performing there?

Mr. Baker – Well, actually, I have my own funeral establishment. We just do our sub-contracted embalming through Weston's Mortuary.

Chair – So, at either location, are you waiting on families?

Mr. Baker – No.

Chair – Who waits on the families at your location?

Mr. Baker – Donna Mullins Prince.

Chair – And who waits on the families at Weston's?

Mr. Baker – I would not know. I don't run his establishment.

Chair – Thank you.

Mr. Baker – Yes, sir.

Chair – Mr. Jensen?

Mr. Jensen – I believe Mr. Knopke was ahead of me, Mr. Chairman.

Chair – I missed that. Mr. Knopke?

Mr. Knopke – Thank you, Mr. Chair. Thank you, Mr. Jensen. We're probably going to ask the same question. I'm going to guess that. Mr. Baler, why didn't you pay the last \$833.34?

Mr. Baker – See the strange part about it is I did pay it, and I don't know what happened. I made all of the payments with a money order, and I honestly don't know what happened. We got a fine here recently from an establishment that was closed down on Lem Turner, and the Board fined us for \$500 for that one and I paid that. So, I'm not understanding what happened to that \$834 payment. I mean, I wouldn't have paid part of it and not paid all of it. So, I just paid the \$500 fine that was issued to us for a portable hot water tank that wasn't producing the hot water. So, I made all the payments. I just don't know what happened.

Mr. Knopke – Does the Division have any paperwork or a copy of the money order receipt or anything for all three (3) of them?

Ms. Simon – May I, Mr. Chairman?

Chair – Please go right ahead, Ms. Simon.

Ms. Simon – I researched this matter, Mr. Knopke, and found that we received one (1) check for one (1) of the payments, and we received a second payment, but we have no record of the third or any other payment being made.

Chair – Mr. Baker, the third payment that you allege to have paid, how was it paid? In what instrument?

Mr. Baker – It was paid with a money order just like the second payment was.

Chair – Do you have a copy of that money order to share with us?

Mr. Baker – I don't, and to be honest with you, I guess it was ignorance on my part. I actually thought the matter was settled, because I never heard anything back. So, this was in 2016. So, no, I don't have a copy of the money order.

Chair – Well as a Board, the position that we're in, what do you recommend us do?

Mr. Baker – I'm sorry?

Chair – In the position that the Board is in, and our information is that there's still a last payment of \$833.34 remaining. Since you don't have a copy of the money order, how do you think this Board should proceed?

Mr. Baker – Well, to be honest with you, Your Honor, I don't have a problem with resubmitting the last payment, but to pay an additional \$1500 on top of that. I think that's a bit, that's a bit much. Financially, I can't afford to do that and pay the \$800 as well, if I'm being perfectly honest with you.

Chair – Could you pay an additional fine of \$500?

Mr. Baker – I will agree, I can do \$500. Well, let me ask this. Do I have to pay them both at the same time or will there be a window?

Chair – Within thirty (30) days.

Mr. Baker – Ok, all right. OK.

Chair – Assuming that the Board approves that. Board, is there a comment? Mr. Knopke?

Mr. Knopke – Mr. Chair, I'm going to make a motion to defer, if I can, or table. I can't do that. Never mind. Let me withdraw. Thank you.

Mr. Clark – Mr. Chairman, I have a question.

Chair – Mr. Clark?

Mr. Clark – Mr. Baker you said that you outsource your funeral home's cremations to Weston's. So, your mortuary does not have a prep room?

Mr. Baker – We outsource our embalmings through Weston's. No, sir, we do not have an on-site embalming facility.

Mr. Clark – You're going to complete your own embalmings out of Weston's facility, correct?

Mr. Baker – That is correct.

Mr. Clark – Ok, thank you. Thank you, Mr. Chairman.

Mr. Baker – To add to that, he was the one that actually signed off on the application for me.

Mr. Clark – Yes. I saw that. I just wanted to make sure the embalmings would be done there.

Mr. Baker – Yes, sir. We don't have an embalming facility at this location.

Chair – Board? Mr. Knopke?

Mr. Knopke – I would move to defer the application for embalmer apprentice until the fine is paid then take it up for consideration at that point, the embalmer apprentice application, if we can do that. If that becomes a deemer issue, then I would make a motion to require payment of the old fine, and the \$1500, within thirty (30) days, as recommended by the Department.

Mr. Jensen – I'll second.

Mr. Baker – I have a question.

Chair – Mr. Baker, are you trying to get my attention?

Mr. Baker – Yes, sir. I have a question.

Chair – Go right, ahead.

Mr. Baker – So my question is, how is it that you feel that is fair for me to pay the balance of the \$834.34 again, and then turn around and ask me to pay a \$1500 fine?

Mr. Knopke – Should I respond, Mr. Chairman?

Chair – Please do.

Mr. Knopke – Mr. Baker, you have no proof that you paid it. When you mentioned it the first time you said you paid all of them in three (3) money orders. Ms. Simon corrected you and said that you paid it with a check and there was another payment received. You don't have any record that you made a payment. The only thing that we can do is require you to pay the \$833 and since you didn't pay it when it was due 4 or 4.5 years ago, whatever the time period is, we're allowed to fine you \$1500, and that's what the Department's recommending. I don't know the range. It could be higher, it could be lower. But I'm taking the Department's recommendation of a \$1500 fine, for not getting the \$833.34 previously. If you have proof that you sent it, a receipt of that or something, then that could be submitted, but you've already said you don't have anything.

Chair – So, we have a motion, and it's been seconded.

Mr. Clark – Mr. Chairman?

Chair – Mr. Clark?

Mr. Clark – I apologize. Mr. Knopke, does your motion include one-year probation or no?

Mr. Knopke – Yes, it does. It's the exact recommendation that the Department made before I started trying to separate the issues.

Mr. Clark – Thank you, sir. I just wanted to make sure. Thank you.

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

Chair – Good luck, Mr. Baker.

11. **Application(s) for Monument Establishment Sales Agent**
 - A. *Informational Item (Licenses Issued without Conditions) – Addendum G*
 - (1) *Card, Kimberly F520121*

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

12. **Application(s) for Preneed Branch License**
 - A. *Recommended for Approval without Conditions – Addendum H*
 - (1) *Venice Memorial Garden (Venice)*

Ms. Simon – Pursuant to s. 497.453(7), Florida Statutes, the applicant listed on Addendum H has applied for preneed branch licensure. The application was complete without reportable criminal or disciplinary history and accompanied by the required fee. The record indicates that the applicant qualifies for branch licensure, and the Division recommends approval of the application.

Mr. Clark – Mr. Chair?

Chair – Mr. Clark?

Mr. Clark – Yes, thank you. Mr. Chairman, I'd like to declare my affiliation with FPG of Florida and Venice Memorial Gardens, and for that reason, I'll recuse myself for this matter.

Chair – Thank you. And we still have a quorum, Ms. Simon?

Ms. Simon – Let's see. Yes, sir.

Chair – Thank you. Is there a motion?

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

13. **Applications(s) for Registration as a Training Agency**
 - A. *Information item (Licenses Issued without Conditions) – Addendum I*
 - (1) *Best Care Cremation LLC (F451456) (Clearwater)*
 - (2) *Palm Cremation and Burial LLC (F089927) (Clearwater)*

Ms. Simon – This is an informational item where the Funeral, Cemetery, and Consumer Services Division has reviewed the applications listed on Addendum I 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, Florida Administrative Code, the Division has previously approved these applications.

14. **Notification(s) of Change in Location**

- A. Information Item (Licenses Issued with Conditions) – Addendum J*
(1) Arnex LLC d/b/a Apollo Cremations (F334901) (Miami)
(2) Vinson Funeral Home Inc (F040451) (Tarpon Springs)

Ms. Simon – This is an informational item. The establishments listed on Addendum J 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.

- 15. Application(s) for Direct Disposal Establishment**
A. Recommended for Approval with Conditions
(1) Crevasse's Simple Cremation Inc. (St Augustine)

Ms. Simon – An application for a direct disposal establishment was received by the Division on June 14, 2021, and was incomplete when submitted. The application was deemed complete on July 13, 2021. The Funeral Director in Charge will be Shelly Branson (F458207). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff.

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

- 16. Application(s) for Funeral Establishment**
A. Recommended for Approval with Conditions
(1) Independent Funeral Home (Quincy)

Ms. Simon – A change of ownership application for a funeral establishment was received by the Division on February 18, 2021, but was incomplete when submitted. The application was deemed complete on June 18, 2021. The application is based upon a change of ownership due to the death of the previous owner, James Black III. The Funeral Director in Charge will be Bert Boldt (F043994). The Division is recommending approval subject to the condition that the establishment passes an onsite inspection by a member of Division Staff.

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

Mr. Knopke – Mr. Chair?

Chair – Excuse me?

Mr. Knopke – Just a question. You said the change of ownership was due to a death. Did we approve that change prior to this meeting, or was that the change just there?

Chair – Ms. Simon?

Ms. Simon – Mr. Knopke, I am unaware, but I believe that that's the change just approved.

Mr. Knopke – Ok. Was there any question about preneed contracts and who's going to assume the liability for those?

Ms. Simon – No, sir.

Mr. Jones – Good point.

Mr. Knopke – Do we know if they had a preneed license? I'm just sitting there looking at this going, duh.

Ms. Simon – Mr. Chairman, if I may have a moment?

Chair – Go right ahead.

Ms. Simon – Thank you, sir.

Ms. Clay – Mr. Chair, just for clarification considering the question, there were conditions based on that vote we just took, right?

Chair – The condition of passing an on-site inspection.

Ms. Clay – Just asking, because we could always add that to that if we needed to.

Chair – That's right.

Ms. Simon – Excuse me. If I may? Mr. Knopke, the reason it was not on the application is because there was no preneed license issued to Independent Funeral Home previously.

Mr. Knopke – Thank you very much. I appreciate the quick look up.

Chair – Thank you. Ms. Clay, you understood the response on it?

Ms. Clay – Yes. And thank you, Mr. Knopke for making us aware that we need to think a little forward than just the vote.

Chair – That's right. Ms. Simon?

Ms. Simon – Yes, sir.

17. Application(s) for Removal Service

A. Recommended for Approval with Conditions

(1) *M.Y. USA Group LLC d/b/a Superior Mortuary Transports (Miami Lakes)*

Ms. Simon – An application for a removal service license was received by the Division on June 4, 2021, but was incomplete when submitted. The application was deemed complete on June 29, 2021. The Division is recommending approval subject to the condition that the removal service passes an onsite inspection by a member of Division Staff.

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

(2) *Padgett Mortuary Transport LLC (Palatka)*

Ms. Simon – An application for a Removal Service license was received on by the Division on July 8, 2021, and was deemed complete on July 16, 2021. The Division is recommending approval subject to the condition that the removal service passes an onsite inspection by a member of Division Staff.

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

(3) *Sky Light Removal Services LLC (North Miami)*

Ms. Simon – An application for Removal Service licensure was received on July 7, 2021, and deemed completed on July 16, 2021. The Division is recommending approval subject to the condition that the removal service passes an onsite inspection by a member of Division Staff.

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

(4) West Florida Removal Service LLC (Pensacola)

Ms. Simon – An application for removal service licensure was received on March 2, 2021. The application was incomplete when submitted, but deemed complete on June 25, 2021. The Division is recommending approval subject to the condition that the removal service passes an onsite inspection by a member of Division Staff.

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

18. Collective Application(s)

A. Recommended for Approval with Conditions

(1) Change of Ownership

(a) Capstone Funeral Holdings of FL LLC

- **Cinerator Facility**
- **Funeral Establishment (2)**
- **Preneed Branch**

Ms. Simon – Capstone Funeral Holdings of FL LLC, seeks approval of applications for a change of ownership for two (2) funeral establishments, one (1) cinerator facility, and one (1) preneed branch license. More specifically, the entities that are being acquired are as follows:

- 1) Allen-Summerhill Funeral Home Inc, a licensed funeral establishment, license #F039933, physical address: 126 E New York Ave, Deland, FL 32724
- 2) Allen-Summerhill Funeral Home Inc, a licensed funeral establishment, license #F039932, physical address: 163 S Volusia Ave, Orange City, FL 32763
- 3) Mid-Florida Crematory Inc, a licensed cinerator facility, license #F039934, physical address: 126 E New York Ave, Deland, FL 32724
- 4) Allen-Summerhill Funeral Homes & Crematory, a licensed preneed branch office, license number pending, physical address: 126 E New York Ave, Deland, FL 32724

The applications regarding each of these establishments is included within your Board package. The change of ownership is the result of an asset purchase. The principals of the corporation have submitted fingerprints, which were returned without criminal history. Applicant confirms that if there are any unfulfilled preneed contracts sold at these locations, the obligation to fulfill those preneed contracts will be assumed by the new owners. The Division is recommending approval subject to the following conditions:

- 1) That the closing on the transaction to acquire ownership shall occur within 60 days of the date of this Board meeting.
- 2) That the closing on the transaction shall be substantially on terms and conditions as represented to the Board at this Board meeting.
- 3) That Applicant shall assure receipt by the Division within 75 days of the Board meeting, of a letter signed by applicant or applicant's attorney, addressed to the Division, certifying that closing has occurred and stating the date of closing, and stating that closing occurred on terms and conditions not inconsistent with those as represented to the Board at this Board meeting, and providing a copy of the fully 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.

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

- (2) *New Application*
 - (a) *The Richardson Group Funerals & Cremations Inc.*
 - *Funeral Establishment (2)*

Ms. Simon – The Richardson Group Funerals & Cremations Inc seeks approval of its applications for two (2) funeral establishment licenses. A completed background check of the principal(s) for the business revealed no relevant criminal history. The applicants have submitted a new application. This is not a change of ownership of assets. The locations are currently licensed as stated below. The current owner has submitted a letter stating she will relinquish the current licenses should these applications be granted. More specifically, these applications are for:

- 1) Southern Belle Services LLC d/b/a Precious Memories Home for Funerals, a funeral establishment license, license number, F390684 physical address: 2616 Meridian Street, Tallahassee, FL 32301
- 2) Southern Belle Services LLC d/b/a Precious Memories Home for Funerals, a funeral establishment license, license number, F493066 physical address: 1123 Harrison Avenue, Panama City, FL 32401

The Division is recommending approval subject to the conditions that the establishment passes an inspection by a member of Division Staff, and that the current funeral establishment licenses be relinquished to the Division.

Mr. Knopke – Mr. Chair?

Chair – Go right ahead.

Mr. Knopke – Thank you. Ms. Simon, did the current funeral establishments located at these two (2) places have a preneed license?

Ms. Simon – I do not believe so, sir, but if you will give me one moment, I will check.

Ms. Jasmin Richardson – I can answer that question for you. This is Jasmin. No. Neither establishment had a preneed license.

Mr. Knopke – Thank you very much.

Chair – Thank you, Ms. Richardson, for looking that up for us.

MOTION: Mr. Knopke moved to approve the applications subject to the conditions that the establishment passes an inspection by a member of Division Staff, and that the current funeral establishment licenses be relinquished to the Division. Ms. Clay seconded the motion, which passed unanimously.

19. *Request(s) for Un-dedication*

A. *Recommended for Denial*

(1) *Faithful Heritage Holdings, Inc. d/b/a Forest Meadows – West Cemetery (Newberry) (F040035)*

Ms. Simon – The requestor seeks to un-dedicate five (5) acres of cemetery land. However, if the request is granted, the cemetery grounds will consist of 26.7 acres. The applicable law is included within your Board package. In light of the applicable law, the Division is recommending denial of the application. Ms. Wiener represents the applicant.

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

Ms. Wiener – Well both, Mr. Chairman. I would appreciate an opportunity to address the Board on this matter. This cemetery was actually established by conveyance to West Hills Memorial Gardens, Inc. on December 31, 1964, interestingly. As indicated in your Board packet, at the time that the cemetery was established there was not a requirement for a thirty (30) acre minimum. At the time of its establishment, the cemetery was actually comprised of three (3) parcels, which totaled 26.7 acres. That is the same 26.7 acres that would be the existing cemetery, in the event that this request for un-dedication is approved. The subject parcel, which is identified as 04305-001-000, was not part of the cemetery when it was established back in the end of 1964. It was actually added to the cemetery, to the dedicated cemetery land, by approval of former Division Director Doug Shropshire on January 22, 2014. The way that this process normally works, these matters do not come before the Board,

because the authority is granted to the licensing authority, which is considered to be the Division. So, typically when land is either added to or taken away from a cemetery, that is a matter that is handled outside of Board approval. It has come before you as a matter of an informational item in the past, but not always. I'm not sure if this one was brought to the attention of the Board or not. But in any event, the parcel was added at the end of January 2014 and it was added in error, because the property has always been and continues to be zoned residential medium density. It's zoning is R-1B. You'll see that on Page 4 of your packet. The zoning reference "Land Use Desc" is SFR, which stands for a Single-Family Residence Acreage. There's five (5) acres, and the "Zoning" is R-1B. It's not zoned to agriculture, as the other parcels, are, which make up this cemetery property. And because it is zoned Single Family Residence, it cannot be used as a cemetery. The intended purpose, and I think consistent with what's set forth in s. 497,270, Florida Statutes, which gives the Board the authority to permit the licensee to sell certain acreage, will be for one of the owners to actually build a home on the property, and to be there at Forest Meadows, which is one (1) of the Faithful Heritage Holdings operations. We've heard so much about them today. As we mentioned, and I think was actually a question of one (1) of the Board members when this acquisition for approval of the Forest Meadows Property from the Thomas family, which had long had this cemetery, John Thomas, Sr., and then his son, J.T., and his wife, Patsy. This was the cemetery company that was based in South Carolina, and with significant holdings in South Carolina. And how are they going to be in Florida? Well, Quinton, 50% owner of the business, intends to establish his homestead there on this five (5) acres, if it is undedicated, if the un-dedication is required. As set forth in s. 497.270, Florida Statutes, when you read it in its entirety, it does give the Board the permission to grant approval for the conveyance of certain acreage away from the minimum thirty (30) acres. And I would argue to you that in this case, because the cemetery was established before that acreage requirement was in place, and because the acreage that was added was added in error, because it could never be used as a cemetery. This particular single-family residentially zoned property that the licensing authority, and in this case the Board, should not require its maintenance in order to support any type of acreage requirement. And I would be happy to take any questions that you have.

Mr. Jones – Mr. Chair, I have one (1) question.

Chair – Mr. Jones?

Mr. Jones – Ms. Wiener, when you say added in error, clarify how Mr. Shropshire or the Division added this in error.

Ms. Wiener – Well, that's a fantastic question. And I was actually the one who submitted the dedication request. As I said, it wasn't considered by the Board. I think, unfortunately, the fact of the matter is that none of us recognized that the property was zoned residential. It simply was the acreage that was contiguous to the other cemetery land, the three (3) parcels that already made up the cemetery, and there was another parcel of land that was adjacent to it. In fact, if you look at Page 3 of your Board packet, you will see a little notation that says, I can't really read that, "Property parcel not to be included." So, the parcel of land that was down there, was actually at one time, many years ago and well predating me, added to the cemetery. It was actually also zoned Single Family Residence, but it had been added to the cemetery. And then, Patsy Thomas wanted to have that piece of property for herself. And so, the Thomas' had acquired the parcel that is now the parcel you're taking under consideration. And so, we took out the one that says not to be included, and we put in the one that is under consideration right now. What no one recognized, not I, not Mr. Shropshire, not the Thomas', not anyone, was that that piece of property was actually zoned R-1B. And so, it never should have been added to the cemetery at all. And so, that's what I mean when I say it was added in error. I'm not casting any aspersions at Mr. Shropshire, certainly. We just simply were not aware that it was zoned incorrectly.

Mr. Jones – Is it still zoned residential today?

Ms. Wiener – Yes, sir. You'll see on Page 4 of your packet. If you like about halfway down the page, there's a box that says, Trim Notice, and under that, it says Land Information. There's Land Use, Land Use Description, Acreage, Square Feet, Frontage, Depth, and then the Zoning designation. The zoning designation is R-1B, which actually stands for Single Family Residential-Medium Density.

Mr. Jones – Thank you.

Ms. Wiener – Thank you.

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

Chair – Go right ahead.

Mr. Knopke – Ms. Wiener, I'll ask you and then we'll see where we go. The minimum acreage requirement the Department says, and Ms. Simon you can respond to this too, came into effect in 1965? Is that correct?

Ms. Wiener – Yes, I would agree with that. I don't think it was January 1, 1965, but sometime later in the year that became the requirement.

Mr. Knopke – Generally, as you know, it's either I think years ago, it may have been on the calendar year basis, but now it's either a July 1st effective date or October 1st or effective upon signing by the Governor. The other question I've got, you're putting a lot of basis on this on the fact that its current zoning is Single Family Home. Any idea what the zoning was back in 1964?

Ms. Wiener – No, I don't know what it {inaudible} full picture of the warranty deed. Let me look and see while we are looking at that to see. I will tell you that there is a home sitting on that property, and there has been for many, many, many, many years. You'll see it's even referred to on that Page 4 that there is a single-family residence sitting on that piece of property.

Mr. Knopke – Yes, but a lot of cemetery companies have had homes on them before and they were, you know, the acreage was this size, and zoning, obviously, can be changed and has changed every day.

Ms. Wiener – Well, I have a lot of clients that would beg to differ about how hard it might be to change zoning in Florida. I will say I think it's difficult to go from zoning of residential to zoning of agricultural, which is the zoning requirement in Alachua County for cemetery property.

Mr. Knopke – Ok.

Ms. Wiener – I don't, as I said, I think this parceled got in there when it should not have gotten in there in the first place and now it is zoned residential and the owner would like to carve out that piece of property to himself build a homestead on that property and be there at the cemetery location.

Mr. Knopke – Ms. Wiener, one other question. So, if I'm looking at this correctly, the parcel that Patsy Thomas carved out for her to keep is the parcel that says, property parcel not to be included, but that's not counting in the remaining twenty-six (26) plus acres or twenty-seven (27) acres. And now what we're saying is the parcel to the west of that is the part that you're wanting to un-dedicate, and you'll leave the two (2) big boxes and one (1) little box there is the twenty-seven (27) acres?

Ms. Wiener – That's correct. And the two (2) big boxes and the one (1) little box, as you described it, were the original cemetery deeded to West Hills Memorial Gardens in December of 1964.

Mr. Knopke – Ok, and the last box to the North, the big box?

Ms. Wiener – Yes.

Mr. Knopke – That big box on the north side?

Ms. Wiener – Yes, sir.

Mr. Knopke – Is it in the developed part of the cemetery at this point being used?

Ms. Wiener – It is.

Mr. Knopke – I see one road, it looks like going through there. Just wondering if we're going to get another comeback because of the time period.

Ms. Wiener – There is no intention by this licensee to reduce further the footprint on this cemetery. This would be, as I said, the reason for this is so that it can be transferred to the personal name of the owner, and he can build a homestead there on the property. The three (3) parcels that began the cemetery and that will remain the cemetery, are in fact the parcels that are developed and/or will be developed. The parcel that is zoned single-family residential was never developed as a cemetery. It was simply added in as acreage back in 2014.

Mr. Knopke – So, is it safe to assume that all the remaining two (2) big boxes and one (1) little box, smaller box, let's put it that way, are all zoned agricultural?

Ms. Wiener – They are. Yes.

Mr. Knopke – Ok, thank you.

Ms. Wiener – Thank you.

Chair – Rabbi Lyons?

Rabbi Lyons – Thank you. Would there be an option of un-dedicating 1.7 acres for the homestead and leaving it at 30 acres in order to not have to break this rule? That question is posed to you, Ms. Wiener.

Ms. Wiener – Well, possibly, but you still have now included an area of property that is zoned single-family residential in a cemetery. The Division has always been careful to make sure that, and if you establish a new cemetery, you have to prove that the zoning is appropriate for use because the purpose of maintaining thirty (30) contiguous acres unencumbered is to make sure that when you inter people on that land that you have not subjected that land and those interments to the whim of people who may not pay their bills. And bad things come to happen to cemetery property. So, in as much as no interments could ever occur on this property because the property is not appropriately zoned for interring human remains, it is possible that that could be done, but I don't think it would actually solve the problem per-se.

Rabbi Lyons – But isn't the problem the desire of the owner to have a residential home on the property?

Ms. Wiener – Well, I mean, the problem is twofold. Yes. The owner does want to have a residential home on the property, but in looking at that, the reason that we even started looking at this was because it came to our attention that this property was not zoned appropriately to be maintained as a part of the cemetery.

Chair – Thank you.

Rabbi Lyons – I'm sorry, Mr. Chair, I'm sorry.

Chair – Go right ahead.

Rabbi Lyons – The requirement is they have thirty (30) contiguous acres, correct?

Ms. Wiener – The requirement of current law is to have thirty (30) contiguous acres. There is 26.7 acres made up in what Mr. Knopke referred to as the two (2) big boxes and the one (1) little box to the east. The box that would be undedicated is equivalent to five (5) acres.

Rabbi Lyons – Ok. If you were to either undedicated that or read the statutes the way that I'm understanding the way that you're reading it, that even having it dedicated doesn't help, because the statutes say that any land is owned by a licensee and dedicated for use by it as a cemetery, right? I guess what I don't understand is why... Where do you see in the statute that all thirty (30) acres need to be able to be used for human interment? I'm sure that there are plenty of cemeteries that are at thirty (30) acres that we would accept that. But based on county zoning, there are all kinds of buffers and drainage, and access roads and ingress and egress and whatnot, where you obviously can't inter somebody there for zoning reasons. So why is that different than this? Why is there any problem here other than the desire of the owner to have a homesteader property there?

Ms. Wiener – Well, certainly, there are lots of things that are constructed on cemetery property that are not cemetery per se, but the idea of the minimum acreage requirement has everything to do with the lack of encumbrance on the acreage that will be cemetery property. I would be very surprised if this Board would today take into account property not sound to be used as cemetery property and allow it to be dedicated for use as cemetery property. That was, I think it was unfortunately simply an error that was collectively made by the group. So, while other things can happen on property that is not cemetery property, this is just an unusual, one-off case where these two (2) things come together, at the, at the same time.

Rabbi Lyons – Ok, so, then isn't your client in violation and subject to disciplinary action according to that, because they have fewer than thirty (30) acres?

Ms. Wiener – Theoretically. However, the cemetery was established prior to that acreage requirement, and in as much, I would argue that this cemetery was never subject to that requirement. It was established pre-1965. It has maintained licensure since licenses were issued in one (1) form or another, and so, this matter all comes to the attention of the Board in this particular circumstance.

Chair – Ms. Simon?

Ms. Simon – Board members, I hope you know that I was unaware of this history. If I had been aware of the history, I would have included it on the package that was delivered to you. That being said, I have reviewed the request that Ms. Wiener made several years ago to Mr. Shropshire, I guess, who was the Division Director at the time, and she requested that this cemetery that had over thirty (30) acres of land, fourteen (14) acres be undedicated at the time, and other land be dedicated at the time. Well, as a result of that, the acreage of the cemetery changed, and if that area had not been undedicated, this would not be an issue, because we would still have thirty (30) acres. However, it is an issue, and the law states, s.497.270, Florida Statutes, says that all of these rules do not apply if prior to 2001, the cemetery had consisted of less than 30 acres. However, in this case, prior to 2001, but after 1963, based on Ms. Wiener's comments, it was thirty (30) acres. And as Rabbi Lyons stated, there is no requirement in the statute regarding how the land is used, how the thirty (30) acres is to be used. Regardless, because of what happened in 2014, the cemetery acreage changed and it is unable to lose five (5) acres while maintaining the thirty (30) acre requirement. If the Board chooses to do this, the Board chooses to do this. However, the recommendation of the Division remains the same that un-dedicating this five (5) acres of land would reduce the cemetery to a size that is not acceptable under statute.

Chair – I have two (2) questions before I make a motion or one (1) question. This is to Ms. Wiener. Is there contiguous property that's zoned agricultural that could be acquired to mitigate this problem?

Ms. Wiener – We looked into that early on. That was a question. I brought this matter to the Division and the Division Director and Assistant Division Director and we all hashed around this for a period of time to try and figure out how to resolve this matter. And we simply couldn't, so that's how it came to you, the Board members. We looked into that. There is not property there that can be reacquired contiguous. They actually approached Patsy Thomas about reacquiring some acreage from the original parcel that, as I described and Ms. Simon confirmed, when we came to the Board, we dedicated the parcel that was sold to Patsy. She took that parcel, and then we added this parcel in. We looked at trying to reacquire some of the property from Ms. Thomas and she's not interested in reselling any of the property to them.

Chair – I'll make a motion that the survey approved dedication be approved.

Mr. Knopke – Second, the motion, simply from the standpoint that the cemetery was established prior to the minimum acreage requirement. I don't like the idea of it, personally, but understanding a little bit of the history and when it came together is the basis for my second.

Mr. Clark – Mr. Chairman?

Chair – Mr. Clark?

Mr. Clark – Just a quick question before we vote. Ms. Wiener, because it's not that far from me, the last time I drove by the funeral home it was like only four (4) acres were developed. Maybe you said that, and I missed it, but what's developed? I

know it's like a half-circle lemon and a bunch of trees. Is that still the case, like it's three (3) or four (4) acres developed and maybe 50% capacity are filled up?

Chair – Mr. Clark, let me correct you if I may. You said when you drove by the funeral home?

Mr. Clark – The funeral home is across the street, if I remember correctly. Is that accurate, Ms. Wiener?

Ms. Wiener – It's, oh, I'm sorry.

Chair – It's not part of this parcel.

Mr. Clark – It's across the street.

Ms. Wiener – Correct. So, the parcel that would be the subject of un-dedication is not developed at a cemetery at all. And there is ample, ample, ample space at this capacity, at this cemetery. They are at 15% capacity. So, even with the remaining acreage, we are not looking at an issue where the cemetery will be running out of capacity soon.

Chair – So, we have a motion before us for approval and it's been seconded. Mr. Jensen?

Mr. Jensen – Yes, sir. I just have one question for Ms. Wiener. Am I understanding this that the entrance to the cemetery is on State Road 241 and the entrance for the homestead would be on State Road 26?

Ms. Wiener – The entrance for the homestead property is from a different road than the entrance to the cemetery property. Yes, you are correct.

Mr. Jensen – There will be no accessing the cemetery or anything to get to the homestead?

Ms. Wiener – No, that wouldn't be necessary.

Mr. Jensen – Thank you.

MOTION: Chair moved to approve the request for un-dedication. Mr. Knopke seconded the motion, which passed with one (1) dissenting vote.

Ms. Wiener – Thank you, Board.

Chair – Ms. Simon?

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

Ms. Simon – At this point, I will turn the meeting over to our Director, Mary Schwantes.

Ms. Schwantes – Thank you. Mr. Chair, may I? Mr. Chairman?

Chair – Go right ahead, Ms. Schwantes.

Ms. Schwantes – Thank you. Just two (2) items to quickly discuss today. The first has to do with the Board Appointment Process for 2021. The Board has five (5) positions with terms expiring on September 30, 2021. Four (4) of these positions are currently filled by Jody Brandenburg, Keenan Knopke, Lew Hall and Darrin Williams. The remaining position is for the CPA Consumer Member position, most recently held by John Williams. We're beginning the application process for these five (5) positions. Instructions regarding the process will be found on our website. Actually, they are already posted today, and will also be provided to the associations for distribution to their members, as may be appropriate. Current Board members may re-apply. As before, this is a two-step process. The initial phase involves review of applications by the Department at the end of

which the CFO will nominate applicants. This was a change in the current statute. The CFO will nominate from one (1) to three (3) applicants for each of these positions. Those who are nominated will be informed and will probably then need to also complete the Governor's Board Application forms, although that is subject to change and we do not have the answer on that one right now. The deadline for all applications in this initial phase of the process is Friday, August 27th. And again, the instructions and the forms are available on our website right now.

The next update I want to give you is on the EDRS project. You all know that we've been working with the Department of Health to modify the Electronic Death Registration System (EDRS), so that EDRS can mostly replace the need for our licensees to also complete the Bodies Handled Reports. Division staff just completed training in the system, and I'm very happy to report that it looks like the changes will resolve a lot of our licensees' concerns. EDRS can only be used by licensees which are responsible for completing the death record on the bodies they handle. The new procedures should work very well for funeral establishments and direct disposal establishments. They will be able to report information on EDRS that they would otherwise have had to duplicate on the Bodies Handled Reports forms. At the end of the month, however, they're still going to need to print the information from EDRS, which will basically look like the current Bodies Handled Reports forms, sign the printed documents, and maintain them in their files. And that is to comply with the statute that requires signature for who embalms, who handles the bodies, et cetera. So, they will have to maintain the printed documents from EDRS, just as they do the current Bodies Handled forms, but again, that will eliminate a lot of double entry. The EDRS system will not permit entries from centralized embalming facilities or cinerator facilities. These entities, as well as establishments which may receive bodies from other locations for embalming, et cetera, will need to continue to complete and maintain the Bodies Handled Reports as they're doing now. We do expect the instructions for the changes to EDRS to be completed probably within the next week and posted and sent out to our licensees.

The next Board meeting is a video conference meeting on Thursday, September 2, 2021, and this ends the Operational Report. Thank you, Mr. Chair. Thank you, Board members. And thank you, Ken Jones and his crew for their hard work on the EDRS.

Chair – Thank you, Ms. Schwantes. Ms. Simon?

B. 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: August 5, 2021
 Date report was prepared: July 27, 2021

Licensee	Board Meeting	Case No.	Total Fine & Cost Due	Date Due	Paid in Full?	Comments
Jackson-McMurray Funeral Services	7/13/2021	280012-21-FC	\$250			
Jamoll L. Thomas d/b/a Exodus Removal Service:	7/13/2021	243526-19-FC	\$300			
Harry T. Reid Funeral Home	7/13/2021	279999-21-FC	\$450			
James Reed	7/13/2021	280406-21-FC	\$250			
Blackburn-Curry Funeral & Cremation, LLC	7/13/2021	278563-21-FC	\$500			
Dade & Broward Coaching Service, Inc	7/13/2021	277101-21-FC	\$500			
Rahming-Poitier Funeral Directors Corp	7/13/2021	265828-20-FC	\$25,000	20-Sep-21		
Joseph Sanitago	7/13/2021	185639-16-FC	\$1,300			
Hubbell Funeral Home	24-Jun-21	276846-21-FC	\$250			
Jerry Evans Funeral Home	24-Jun-21	280015-21-FC	\$250	8/30/2021		
Phillips Mortuary	24-Jun-21	243521-19-FC	\$300			
Shane Obert Funeral Home, Inc.:	24-Jun-21	279998-21-FC	\$250			
Archer Funeral Home, Inc.:	24-Jun-21	278186-21-FC	\$250	8/30/2021		
CL Page Mortuary d/b/a CL Page Funer	24-Jun-21	278183-21-FC	\$250	8/30/2021		
Gause Funeral Home, Inc.	24-Jun-21	278141-21-FC	\$250			
Metro Crematory Inc.	24-Jun-21	278434-21-FC	\$250			
Charles Segal	24-Jun-21	229744-18-FC	\$1,500			
Bay Area Family Funeral Services, Inc.	24-Jun-21	229738-18-FC 277011-21-FC	\$1,750			
JMR Service Group, LLC	24-Jun-21	281351-21-FC	\$250			
Joseph Pinello	24-Jun-21	277027-21-FC	\$250	8/30/2021		

	Pinello Funeral Home, Inc.	24-Jun-21	277027-21-FC	\$250	8/30/2021				
	Nathan Woody	24-Jun-21	269812-20-FC	\$1,000	8/30/2021				
	Woody's Funeral Home	24-Jun-21	269814-20-FC	\$1,000	8/30/2021				
	Alphonso West Mortuary	24-Jun-21	278181-21-FC	\$2,000	8/30/2021				
	Mid-Florida Crematory	24-Jun-21	278190-21-FC	\$250	8/30/2021				
	Apyre National Cremation Services, Inc	6-May-21		\$500			Full		
	Demarien Hawk	5/6/2021	257472-20-FC	\$1,250	7/12/2021		Full		
	Ivey Funeral Home	5/6/2021	257469-20-FC	\$1,750	7/12/2021		Full		
	Keith Kronish	5/6/2021	268812-20-FC	\$1,000	7/12/2021		Full		
	Kronish, Sunshine & Company	5/6/2021	243335-19-FC	\$1,000	6/21/2021		Full		
	Lowell J. MacDonald	5/6/2021	277022-21-FC	\$250	6/21/2021		Full		
	MacDonald Funeral Home & Cremation	5/6/2021	277019-21-FC	\$250	6/21/2021		Full		
	Jamie Watts	5/6/2021	267465-20-FC	\$1,000	6/21/2021		Full		
	Cremation Service of Florida LLC	5/6/2021	268464-20-FC	\$1,500	6/21/2021		Full		
	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		Full		
	Charles A. Lewis	5/6/2021	273653-20-FC	\$2,000	6/21/2021		Full		
	Charles A. Lewis Funeral Home	5/6/2021	273651-20-FC	\$2,000	6/21/2021		Full		
	Steven Loomis	5/6/2021	274959-21-FC	\$1,000	6/21/2021		Full		
	Central FL Direct Cremations d/b/a Loomis Family Cremations	5/6/2021	274952-21-FC	\$1,000	6/21/2021		Paid in Full		
	Elliot Maurice Graham	5/6/2021	265818-20-FC	\$2,000	7/12/2021				
	Island Bird	5/6/2021	277099-21-FC	\$250	7/12/2021		Full		
	Merritt Funeral Home, Inc.	5/6/2021	277439-21-FC	\$250	7/12/2021		Full		
	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		
	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		
	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	
	Marc Brooks	1-Oct-20	255318-19-FC	\$4,000	15-Nov-20			SEND TO OGC	
	Wilson Wolfe, Inc., d/b/a Sweet Dream	8/13/2020	256163-19-FC	\$4,000	2/15/2021			License Revoked	
	<p>A. When payment in full becomes past due, the FCCS Division works with the DFS Office of the General Counsel to enforce payment.</p> <p>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.</p> <p>C. The Order re this case is still in process, so no Due date is not yet established.</p> <p>D. Due date has not passed, as of the date of this report.</p> <p>E. As of the date of this report, monthly payments were current.</p>								

 7-29-2021

Mr. Chairman?

Chair – I’m looking for something on that. Go right ahead.

21. Chairman's Report (Verbal)

Chair – Well, I want to reinforce Ms. Simon’s accolades earlier directed toward LaTonya Bryant and Jasmin Richardson. I want to go on record as also thanking you both for your time, energy and organizational skills. You really keep it together for the Board. So, thank you very much, and that’s all from the Chairman’s Report.

Ms. LaTonya Bryant – Thank you.

Chair – You’re welcome.

22. Office of Attorney General’s Report
A. Attorney General’s Rules Report (Informational)

Ms. Stern – This report just gives updates on the status of rules, and at this point, as you can see, there are no rules pending, no rulemaking is pending.

Ms. Simon – Thank you, Ms. Stern.

**BOARD OF FUNERAL, CEMETERY, AND CONSUMER SERVICES RULES REPORT
AUGUST 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.

23. Public Comments (Verbal)

Ms. Simon – Is anyone present for this Board meeting that wishes to make comments. Hearing, no response, Mr. Chairman?

24. Administrative Report

25. Disciplinary Report

The information for both reports was provided on the Agenda.

26. Upcoming Meeting(s)

- A. September 2nd (Videoconference)
- B. October 7th (Videoconference)
- C. November 4th (Videoconference)
- D. December 2nd (Videoconference)

27. Adjournment

Chair – Ms. Stern, thank you for being a part of the meeting, and you've certainly earned your keep today with the comments on the non-rules, so thank you for being with us. Again, any comments from Board member? Anything to discuss or disclose? Rabbi Lyons?

Rabbi Lyons – Just maybe to bring up for discussion on public record, we had two (2) items that, based on my research, were somewhat similar. One of them was a motion to reconsider not permanently revoking a license. Based on if I understood, the idea was that they failed to timely pay a fine. Now, we had another item with the gentlemen who wasn't happy about having to pay a \$1500 fine for not paying a fine, but as far as we know, with the evidence we have, he didn't pay the original fine. He was just ordered to pay it and pay \$1500. And I'm just concerned that we don't have a more concrete set of guidelines, and it seems to be pretty disparaging. It could be I'm missing something from the original matter, but I'd love to hear comments, maybe from people who have more knowledge of that first case that we decided not to reconsider.

Chair – Thank you. Mr. Knopke, did you have your hand up earlier?

Mr. Knopke – Yes, sir. I just was wanting to jump on the bandwagon with you to complement staff on the job they do every day, and expand that also while LaTonya and Jasmin do a great job, the field staff also does a great job, both in Tallahassee and in the various offices around the State. I won't stand up, thank goodness for everybody, but I would suggest it albeit the accolades be standing ovations, because they do an outstanding job with what they're given to work with.

Mr. Jones – Agree.

Chair – Thank you. Thank you. Without any other comments, I'll adjourn the meeting. Thank you so much.

The meeting was adjourned at 1:14.