

1 KAMALA D. HARRIS  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
3 DAVID E. BRICE  
Deputy Attorney General  
4 State Bar No. 269443  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 324-8010  
Facsimile: (916) 327-8643  
7 E-mail: David.Brice@doj.ca.gov  
*Attorneys for Complainant*

8  
9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE CEMETERY AND FUNERAL BUREAU**  
**STATE OF CALIFORNIA**

11  
12 In the Matter of the Accusation Against:

Case No. A1-2014-150

13 **SINCLAIR FAMILY CREMATION &**  
**BURIAL SERVICE;**  
14 **THOMAS MATTHEW BARTEL,**  
**PARTNER/MANAGER;**  
15 **DEIDRE SINCLAIR, PARTNER**  
10906 Wethersfield Drive  
16 Mather, CA 95655

OAH No. 2015040644

**STIPULATED SETTLEMENT,**  
**ORDER FOR SURRENDER OF**  
**LICENSE (FD 2177), AND**  
**DISCIPLINARY ORDER (FDR 3616 AND**  
**EMB 8761)**

17 **Funeral Establishment License No. FD 2177**

18 **THOMAS MATTHEW BARTEL**  
6335 Sunrise Blvd.  
19 **Citrus Heights, CA 95610**

20 **Funeral Director License No. FDR 3616**  
**Embalmer License No. EMB 8761**

21 Respondents.  
22

23  
24 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
25 entitled proceedings that the following matters are true:

26 PARTIES

27 1. Lisa M. Moore (Complainant) is the Bureau Chief of the Cemetery and Funeral  
28 Bureau. She brought this action solely in her official capacity and is represented in this matter by

1 Kamala D. Harris, Attorney General of the State of California, by David E. Brice, Deputy  
2 Attorney General.

3 2. Respondents Thomas Matthew Bartel and Deidre Sinclair (Respondents) are  
4 representing themselves in this proceeding and have chosen not to exercise their right to be  
5 represented by counsel.

6 3. On or about September 12, 2013, the Cemetery and Funeral Bureau issued Funeral  
7 Establishment License Number FD 2177 to Sinclair Family Cremation & Burial Service, a  
8 Partnership; Thomas Matthew Bartel, Partner and Manager; Deidre Sinclair, Partner. The Funeral  
9 Establishment License was in full force and effect at all times relevant to the charges brought  
10 herein, expired on September 30, 2014, and has not been renewed.

11 4. On or about May 16, 2013, the Cemetery and Funeral Bureau issued Funeral Director  
12 License Number FDR 3616 to Respondent Bartel. The Funeral Director License was in full force  
13 and effect at all times relevant to the charges brought herein and will expire on May 31, 2016,  
14 unless renewed. On or about February 19, 2002, the Cemetery and Funeral Bureau issued  
15 Embalmer License Number EMB 8761 to Respondent Bartel. The Embalmer License was in full  
16 force and effect at all times relevant to the charges brought herein and will expire on February 29,  
17 2016, unless renewed.

18 JURISDICTION

19 5. Accusation No. A1-2014-150 was filed before the Director of Consumer Affairs  
20 (Director), for the Cemetery and Funeral Bureau (Bureau), and is currently pending against  
21 Respondents. The Accusation and all other statutorily required documents were properly served  
22 on Respondents on March 6, 2015. Respondents timely filed their Notices of Defense contesting  
23 the Accusation.

24 6. A copy of Accusation No. A1-2014-150 is attached as exhibit A and incorporated  
25 herein by reference.

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1 Funeral Bureau, or other professional licensing agency is involved, and shall not be admissible in  
2 any other criminal or civil proceeding.

3 CONTINGENCY

4 15. This stipulation shall be subject to approval by the Director of Consumer Affairs or  
5 the Director's designee. Respondents understand and agree that counsel for Complainant and the  
6 staff of the Cemetery and Funeral Bureau may communicate directly with the Director and staff  
7 of the Department of Consumer Affairs regarding this stipulation and settlement, without notice  
8 to or participation by Respondents. By signing the stipulation, Respondents understand and agree  
9 that they may not withdraw their agreement or seek to rescind the stipulation prior to the time the  
10 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision  
11 and Order, the Stipulated Settlement, Order for Surrender of License, and Disciplinary Order  
12 shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
13 between the parties, and the Director shall not be disqualified from further action by having  
14 considered this matter.

15 16. The parties understand and agree that Portable Document Format (PDF) and facsimile  
16 copies of this Stipulated Settlement, Order for Surrender of License, and Disciplinary Order,  
17 including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same  
18 force and effect as the originals.

19 17. This Stipulated Settlement, Order for Surrender of License, and Disciplinary Order is  
20 intended by the parties to be an integrated writing representing the complete, final, and exclusive  
21 embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements,  
22 understandings, discussions, negotiations, and commitments (written or oral). This Stipulated  
23 Settlement, Order for Surrender of License, and Disciplinary Order may not be altered, amended,  
24 modified, supplemented, or otherwise changed except by a writing executed by an authorized  
25 representative of each of the parties.

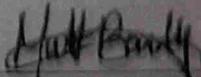
26 18. In consideration of the foregoing admissions and stipulations, the parties agree that  
27 the Director may, without further notice or formal proceeding, issue and enter the following  
28 Order for Surrender of License and Disciplinary Order:



ACCEPTANCE

We have carefully read the Stipulated Settlement and Order for Surrender of License. We understand the stipulation and the effect it will have on the Funeral Establishment license issued to Sinclair Family Cremation & Burial Service (FD 2177). We enter into this Stipulated Settlement and Order for Surrender of License voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 6/9/15

  
THOMAS MATTHEW BARTEL  
Respondent

DATED: 6-9-15

  
DEIDRE SINCLAIR  
Respondent



1           6.    **Violation of Probation.** Should Respondent Bartel violate probation in any respect,  
2 the director of the Department of Consumer Affairs, after giving Respondent notice and an  
3 opportunity to be heard, may revoke probation and carry out the disciplinary order which was  
4 stayed. If an Accusation or Petition to Revoke Probation is filed against Respondent Bartel  
5 during probation, the department shall have continuing jurisdiction until the matter is final, and  
6 the probation shall be extended until the matter is final.

7           7.    **License Issued During Probation.** Any license or registration issued to Respondent  
8 Bartel by the department during the period of probation shall be issued as a probationary license  
9 or registration and is subject to all the terms and conditions set forth herein. Respondent Bartel  
10 must comply with terms and conditions herein and demonstrate no cause for disciplinary action or  
11 denial of an application.

12           8.    **Cost Recovery.** Respondent Bartel shall pay the department's actual and reasonable  
13 costs of investigation and enforcement of this matter in the amount of \$7,375.54. Said amount  
14 shall be paid within twenty-four (24) months. Probation shall not terminate until full payment has  
15 been made. Respondent Bartel's license shall not be renewed until the cost recovery has been  
16 paid in full or Respondent is otherwise in compliance with a payment plan approved by the  
17 department

18           9.    **Limitation of Duties.** Respondent Bartel shall not serve as a designated manager of  
19 any funeral establishment during the term of probation and Respondent Bartel shall not serve as a  
20 supervising embalmer to train apprentice embalmers during the term of probation – including the  
21 two apprentice embalmers that are currently apprenticing under him. Within 30 days from the  
22 effective date of this decision, Respondent Bartel shall submit to the Department, for prior  
23 approval, a plan to implement this restriction. Respondent Bartel shall submit proof satisfactory  
24 to the department of this term of probation.

25           10. **Ethics.** Within 30 days of the effective date of this decision, Respondent Bartel shall  
26 submit for prior Department approval a course of ethics which will be completed within the first  
27 year of probation.

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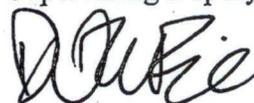
ENDORSEMENT

The foregoing Stipulated Settlement, Order for Surrender of License, and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

Dated: 6/9/2015

Respectfully submitted,

KAMALA D. HARRIS  
Attorney General of California  
KENT D. HARRIS  
Supervising Deputy Attorney General



DAVID E. BRICE  
Deputy Attorney General  
*Attorneys for Complainant*

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