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BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE CEMETERY AND FUNERAL BUREAU
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **FINAL LEGACY FAMILY FUNERAL PARLOR, LARRY DARNELL MORRIS, MANAGER** **1900 East Artesia Blvd.** **Long Beach, CA 90805** **Funeral Establishment License No. FD 2173** **LARRY DARNELL MORRIS** **6306 South Fairfax Ave.** **Los Angeles, CA 90056** **Funeral Director License No. FDR 2062** **ANA M. BELCHER** **13212 Paramount Boulevard** **South Gate, CA 90280** **Funeral Director License No. FDR 3515** Respondents.	Case No. A1 2014 191 **FIRST AMENDED ACCUSATION**

Complainant alleges:

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PARTIES

1. Lisa M. Moore (Complainant) brings this Accusation solely in her official capacity as the Bureau Chief of the Cemetery and Funeral Bureau, Department of Consumer Affairs ("Bureau"). [1]

2. On or about July 19, 2013, the Bureau issued Funeral Establishment License Number FD 2173 to Final Legacy Family Funeral Parlor, Larry Darnell Morris, Manager (Respondents). The Funeral Establishment License was in full force and effect at all times relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

3. On or about December 10, 1999, the Bureau issued Funeral Director License Number FDR 2062 to Larry Darnell Morris ("Morris"). The Funeral Director License was in full force and effect at all times relevant to the charges brought herein and will expire on December 31, 2016, unless renewed.

4. On or about July 12, 2012, the Bureau issued Funeral Director License Number FDR 3515 to Ana Belcher ("Belcher"). The Funeral Director License was in full force and effect at all times relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

REVOKED ENTITIES

5. On or about May 21, 1996, the Bureau issued Funeral Establishment License Number FD 1566 to Kenneth B. Pitchford & Sons Family Mortuary, Kenneth B. Pitchford Manager and Owner. The Funeral Establishment License was revoked on December 4, 2001, following a hearing on Accusation no. A1 1998 405 filed July 31, 2001.

6. On or about May 3, 1994, the Bureau issued Funeral Establishment License Number FD 1529 to Kenneth B. Pitchford & Sons Family Mortuary, Kenneth B. Pitchford Manager and Owner. The Funeral Establishment License was revoked on December 4, 2001, following a hearing on Accusation no. A1 1998 405 filed July 31, 2001.

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[1] Effective January 1, 1996, the Department of Consumer Affairs succeeded to, and was vested with, all the duties, powers, purpose, responsibilities and jurisdiction of the Cemetery Board and the Board of Funeral Directors and Embalmers, and consolidated the functions into the Cemetery and Funeral Programs. Effective January 1, 2001, the regulatory agency is designated as the Cemetery and Funeral Bureau.

7. On or about June 30, 1998, the Bureau issued Funeral Director License Number FDR 1346 to Kenneth B. Pitchford ("Pitchford"). The Funeral Director License was revoked on December 4, 2001, following a hearing on Accusation no. A1 1998 405 filed July 31, 2001.

JURISDICTION

8. This Accusation is brought before the Director of Consumer Affairs (Director) for the Bureau, under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

9. Section 118, subdivision (b), of the Code provides that the suspension/ expiration/ surrender/cancellation of a license shall not deprive the Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

10. Section 7686 of the Code states, in pertinent part, that the bureau may suspend or revoke licenses, after proper notice and hearing to the licensee, if the licensee has been found guilty by the bureau of any of the acts or omissions constituting grounds for disciplinary action. The proceedings under this article shall be conducted in accordance with Chapter 5 of Part 1 of Division 3 of Title 2 of the Government Code, 1 and the bureau shall have all the powers granted therein.

11. Section 7692 of the Code states: "Misrepresentation or fraud in the conduct of the business or the profession of a funeral director or embalmer constitutes a ground for disciplinary action."

12. Section 7707 of the Code states: "Gross negligence, gross incompetence or unprofessional conduct in the practice of funeral directing or embalming constitutes a ground for disciplinary action."

13. Health and Safety Code sec. 102775 provides, "Each death shall be registered with the local registrar of births and deaths in the district in which the death was officially pronounced or the body was found, within eight calendar days after death and prior to any disposition of the human remains."

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14. Health and Safety Code sec. 102780 provides, "A funeral director, or person acting in lieu thereof, shall prepare the certificate and register it with the local registrar."

15. Title 16, California Code of Regulations, section 1204, states, in pertinent part, that:

"(b) The designated managing licensed funeral director of a licensed funeral establishment shall be responsible for exercising such direct supervision and control over the conduct of said funeral establishment as is necessary to ensure full compliance with the Funeral Directors and Embalmers Law, the provisions of this chapter and the applicable provisions of the Health and Safety Code. Failure of the designated managing licensed funeral director and/or the licensed funeral establishment to exercise such supervision or control, or failure of the holder of the funeral establishment license to make such designation shall constitute a ground for disciplinary action."

16. Section 125.3 of the Code provides, in pertinent part, that the Bureau may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

Decedent: Arlene Williams

FIRST CAUSE FOR DISCIPLINE

(Misrepresentation or Fraud)

17. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents' agent, Pitchford, received the proceeds of an insurance policy from a decedent's family to cover payment to a cemetery for a grave. Respondents wrote the cemetery a check to cover the cemetery charges, but the check could not be processed due to insufficient funds. Respondent's agent failed to respond to and ignored the inquiries of the decedent's family for four (4) months while Respondents retained the funds that had been entrusted to them to pay the cemetery. The circumstances are as follows:

18. Arlene Williams ("Arlene") passed away on or about January 24, 2014. Her daughter's pastor recommended Pitchford, a "funeral counselor" for Respondents to handle the

funeral arrangements. Pitchford was contacted and came to Arlene's house on or about January 27, 2014 and met with her husband, Willie Williams ("Williams"). Williams signed paperwork and gave Pitchford an insurance policy to cover Respondent's bill of $7,703.24 and Forest Lawn cemetery charges of $5,743.50.

19. Arlene's funeral service was held on or about February 8, 2014. A couple of days later, Williams and other family members went to Forest Lawn and discovered that Arlene had not been buried. A representative from Forest Lawn told Williams that Arlene's remains were taken back to Respondent funeral establishment because it did not have the correct burial permit. When Williams contacted Pitchford to find out what happened, Pitchford said he thought Respondent's staff told him that Arlene's remains were returned to the funeral establishment because of problems with the burial permit. Pitchford told Williams that Arlene's remains would be returned to Forest Lawn within a few days.

20. A few weeks after Arlene's funeral service, Williams began receiving statements from Forest Lawn that showed he owed the cemetery for Arlene's grave. In the beginning Williams believed it was a mistake and the paperwork had not been processed. When Williams received other statements from Forest Lawn, he called the cemetery and was told by a representative that the check given to the cemetery by Respondent Final Legacy was no good and the cemetery would be pursuing him for the money.

21. When Williams contacted Pitchford about the money owed to Forest Lawn, Pitchford told him not to worry, that he (Pitchford) would take care of it. Pitchford eventually stopped returning Williams's calls. Approximately four months after Williams had given Pitchford the insurance policy to pay Forest Lawn, on or about May 22, 2014, Williams went to Respondent Final Legacy and met with its Manager of Record, Larry Morris ("Morris").

22. Morris told Williams that he did not know anything about the money owed to Forest Lawn but he would speak with Pitchford to find out what was going on. When Morris discovered a few days later that Williams had filed a complaint with the Bureau on May 21, 2014, he called him back and told him that Forest Lawn would be paid by the funeral establishment.

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23. On or about May 28, 2014, Dorothea Cooper ("Cooper") who had been a business partner with Pitchford at Eternal Rest Mortuary Directors, a funeral establishment whose license was revoked by the Bureau for similar activities, made a credit card payment of $2,000 to Forest Lawn and told Forest Lawn that the balance would be paid within a week. On or about June 3, 2014, the balance was paid by Pitchford.

24. Morris admitted that Pitchford was an authorized signer on Respondents' checking account in case Morris was "unavailable". Morris admitted that both he and Pitchford managed the account online. During a Bureau investigation prior to Respondents being issued licenses, Morris signed a declaration that Pitchford would not be meeting with decedents' families and making funeral arrangements. Notwithstanding this, Morris admitted that he had failed to notify the Bureau that Pitchford would be making funeral arrangements with families. Morris claimed he was not aware of bus bench ads for Respondent funeral establishment throughout the county that showed Pitchford's picture. Morris could not explain why Pitchford's name was on the building lease for Respondent Final Legacy.

SECOND CAUSE FOR DISCIPLINE

(Gross Negligence- Failure to Obtain Burial Permit)

25. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents' failure to obtain a burial permit for Arlene, despite having been given full insurance proceeds to cover burial and purchase of a cemetery plots was an extreme departure from the standard of care. The failure of Respondents' agents to timely respond to Arlene's family's inquiries and retaining the burial proceeds given to Respondent's for four (4) months without paying the third party cemetery constitutes a further extreme departure from the standards of care. The circumstances are as alleged in the preceding paragraphs 17 through 24 that are incorporated herein by reference as though fully set forth.

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THIRD CAUSE FOR DISCIPLINE

(Unprofessional Conduct)

26. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents' failure to obtain a burial permit for Arlene, despite having been given full insurance proceeds to cover burial and purchase of a cemetery plots was unprofessional conduct. The failure of Respondents' agents to timely respond to Arlene's family's inquiries and retaining the burial proceeds given to Respondent's for four (4) months without paying the third party cemetery constitutes further unprofessional conduct. The circumstances are as alleged in the preceding paragraphs 17 through 24 that are incorporated by reference as though fully set forth.

FOURTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance with Laws and Regulations)

27. Respondent Morris is subject to disciplinary action under section 7686 of the Code, for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted thereunder, as set forth more fully in the preceding paragraphs 17 through 24 that are incorporated herein by reference as though fully set forth.

Decedent: Angel Manriquez

FIFTH CAUSE FOR DISCIPLINE

(Gross Negligence- Failure to Obtain Burial Permit)

28. Respondents Final Legacy Family Funeral Parlor, Morris and Belcher have subjected their licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents' failure to make a final disposition of the remains of Angel Manriquez ("Angel") while having the remains in their possession for four (4) months constitutes an extreme departure from the standard of care. The circumstances are as follows:

29. Angel was a premature baby that passed away on February 14, 2014, at Harbor UCLA Medical Center ("Harbor"). Staff in the hospital's Decedent Affairs Office recommended

Pitchford and Final Legacy to Angel's father, Fili Manriquez ("Manriquez") stating that they could cremate Angel's remains for $500. Manriquez called Pitchford and made an appointment to meet with him at Final Legacy.

30. Because Manriquez spoke very limited English, Pitchford had him meet with Belcher, who speaks Spanish, on February 20, 2014. Manriquez signed the paperwork he was given and paid the quoted fee of $183 to Belcher for Angel's cremation, a death certificate and permit. Although Belcher had Manriquez sign the "Declaration for Disposition" form, she failed to sign the document which Morris later signed as the representative from the funeral establishment. Belcher provided Manriquez a copy of Final Legacy's General Price List, but failed to give him a Consumer Guide, as required prior to executing a contract for funeral services.

31. Belcher faxed the release to Harbor and gave the paperwork to Andre Pitchford ("Andre"), an employee. Belcher asked Andre the next day if he had picked up Angel's remains and she was told "no". About a week later, Andre told Belcher that Angel had been picked up from the hospital and his remains were in Final Legacy's refrigeration unit. Following that, Belcher inquired several times later of Andre as to when Angel's remains would be taken to the crematory and was told that his relative, Pitchford, was handling everything.

32. During the next several months, Manriquez called Final Legacy and was told that he would be called when Angel's cremated remains were ready to be picked up. After Manriquez made numerous calls to the funeral establishment, they stopped answering his calls or would not call him back. Manriquez, asked a family friend, Alberto Perez ("Perez") for assistance.

33. Harbor records document that the attending physician signed Angel's death certificate on February 19, 2014, and the death certificate was ready to be transferred when Angel's remains were removed from the hospital. It was incumbent on Final Legacy to obtain Angel's death certificate from Harbor and file it with the Health Department within eight calendar days as required by the Health and Safety Code.

34. From on or about February 27, 2014, until Perez talked to Morris on June 17, 2014, Angel's remains were at Final Legacy with no disposition. After talking to Perez, Morris started the process of having Angel's death certificate transferred from Harbor to Final Legacy, obtaining

a permit from the Health Department and taking Angel's remains to Evergreen Cemetery ("Evergreen") for cremation. According to Evergreen's records, Pitchford delivered Angel's remains to the crematory on June 18, 2014, at 1300 hours and the cremation process took place on June 19, 2014. According to Final Legacy's records, Angel's cremated remains were released to Manriquez on June 20, 2014.

SIXTH CAUSE FOR DISCIPLINE

(Unprofessional Conduct)

35. Respondents Final Legacy Family Funeral Parlor, Morris and Belcher have subjected their licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents' failure to make a final disposition of the remains of Angel Manriquez ("Angel") while having the remains in their possession for four (4) months; failing to insure that required paperwork was completed in a timely manner; failing to provide consumer documents as required by law; failing to timely obtain and file a death certificate with the LA County Health Department constitutes unprofessional conduct. The circumstances are as alleged in the preceding paragraphs 28 through 34 that are incorporated by reference as though fully set forth.

SEVENTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance with Laws and Regulations)

36. Respondent Morris is subject to disciplinary action under section 7686 of the Code, for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted thereunder, as set forth more fully in the preceding paragraphs 28 through 34 that are incorporated herein by reference as though fully set forth.

Decedent: Karen Swan

EIGHTH CAUSE FOR DISCIPLINE

(Misrepresentation or Fraud)

37. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents'

agent, Pitchford, received the proceeds of an insurance policy from a decedent's family to cover payment to a cemetery for a grave; however, Respondents failed to pay to the cemetery the money they received from the decedent's family to cover the cemetery charges. Respondent's failed to respond to and ignored the inquiries of the cemetery concerning an "insufficient funds" (NSF) check they were given by Respondents. Respondents further overcharged the decedent's family for insurance processing fee and for motorcycle escort. The circumstances are as follows:

38. Respondent's funeral establishment and Pitchford were recommended to Garland Smith ("Smith") the father of decedent Karen Swan ("Swan") by a friend. Smith spoke with Pitchford on the telephone and later met him at Final Legacy in Inglewood. There, Smith met with Pitchford and signed the required paperwork giving Respondent permission to remove Swan's remains from the Coroner's Office and embalm her remains. Pitchford prepared a contract for merchandise and services provided by Final Legacy with the addition of a grave at Lancaster Cemetery. The contract totaled $9,800.00.

39. Smith gave Pitchford a $10,000.00 insurance policy to pay Swan's funeral expenses with the understanding that $4,245.00 was to be paid to Lancaster Cemetery. Final Legacy charged Smith twice for an 8% processing fee provided in the contract for processing Swan's insurance policy to pay her funeral bill at Final Legacy. Further, the aforementioned processing fee was charged as merchandise and not as a "Cash Advance item" as stated on Respondent's General Price List ("GPL"). The sales tax on merchandise provided for Swan's funeral was listed at $255.46, based on the 9.50% taxable rate. Without the improperly included 8% processing fee, the sales tax should have been $186.68

40. Smith's contract with Respondent Final Legacy charged him $300.00 for motorcycle escorts for Swan's funeral. However, no motorcycle or other private escort was provided during Swan's funeral procession to Lancaster Cemetery that is located approximately one mile from the church where Swan's service was held.

41. On the day of Swan's funeral and burial, Pitchford gave Lancaster Cemetery a check for Swan's burial in the amount of $4,245.00. Dayle DeBry, an employee of Lancaster Cemetery deposited the check into Lancaster Cemetery's bank account; however, it was returned to the

cemetery for "Non-sufficient Funds" (NSF). DeBry said she contacted Swan's family who told her that they paid Final Legacy with an insurance policy to pay Lancaster Cemetery for Swan's grave. The family also told DeBry that they gave Pitchford $300.00 cash to pay Lancaster Cemetery for a Saturday burial, which was never given to the cemetery by Respondents.

42. From February 9, 2015 to March 17, 2015, DeBry made over twelve telephone calls to Final Legacy regarding the NSF check given to the cemetery by Pitchford. During some of .the calls she spoke with a receptionist who stated she would give Respondent Morris the messages. Respondent Morris never returned DeBry's calls. On March 10, 2015, DeBry received a message from Pitchford who stated, "I apologize and we are intending to keep our promise to you. We are going to handle this matter by Friday (March 13, 2015)." The last call DeBry made to Final Legacy was on March 17, 2015 and she never received a response thereafter.

NINTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance with Laws and Regulations)

43. Respondent Morris is subject to disciplinary action under section 7686 of the Code, for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted thereunder, as set forth more fully in the preceding paragraphs 37 through 42 that are incorporated herein by reference as though fully set forth.

Decedent: Betty France

TENTH CAUSE FOR DISCIPLINE

(Misrepresentation or Fraud)

44. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents and/or their agent, Pitchford, received the proceeds of an insurance policy from a decedent's family to cover payment to a cemetery for a grave; however, Respondents failed to pay to the cemetery the money they received from the insurance proceeds to cover the cemetery charges. Respondent's failed to respond to and ignored the inquiries of the cemetery concerning an

"insufficient funds" (NSF) check they were given by Respondents. Respondents further overcharged the decedent's family for items as more particularly described herein. The circumstances are as follows:

45. Rose Clark (Clark) is the daughter of decedent (Betty France). After France passed away, Clark called Final Legacy to make funeral arrangements. Pitchford came to her home to complete the arrangements where she signed all the paperwork and gave him an insurance policy for coverage of France's funeral and cemetery expenses.

46. Approximately six or seven months after France's entombment at Inglewood Cemetery (Inglewood), she began to receive calls from Inglewood regarding payment for France's crypt and use of the chapel. Clark contacted Pitchford and was told by him not to call Inglewood back and that he would handle it. Pitchford also told Clark that Inglewood should call him, not her.

47. The Bureau received a complaint from Cheryl Lewis (Lewis), Vice President of Family Services at Inglewood. According to Lewis, Pitchford received money from an insurance policy for decedent, France that was to pay Inglewood. Respondent Morris, signed a check to pay Inglewood but the check was returned by the bank and the money was never paid to the cemetery.

48. Final Legacy collected money from an insurance policy for France in December 2013, and was supposed to pay Inglewood $7,253.50, for a crypt space for France and the use of the cemetery's chapel. Final Legacy wrote Inglewood a check for $7,253.50, on December 12, 2013, and the check was returned by the bank to Inglewood because of insufficient funds.

49. Bureau Investigator Ted Mims (Mims) telephoned Final Legacy to set an appointment to interview Pitchford regarding this and other consumer complaints. An appointment was made to interview Pitchford on January 14, 2015, and Respondent Morris on January 15, 2015.

50. Mims received a telephone message from Pitchford cancelling the appointments to interview him and Morris. Pitchford stated his Attorney was not available at that time. Another appointment was scheduled for January 22, 2015. When Mims arrived at Final Legacy he was

met by Pitchford, Morris, and Eric Morris (E. Morris) who identified himself as the Attorney who would be representing Pitchford and Morris. Also present was an unidentified male holding a video camera filming the meeting. E. Morris told Mims the male would video record his interviews with Pitchford and Morris.

51. Mims told E. Morris that he did not want the interviews video recorded and that he wanted to review the funeral file for France. E. Morris told Mims that if he was going to interview his clients, the interviews would be video recorded. E. Morris also demanded to know what the complaint was regarding. Mims explained to E. Morris that he would explain the complaint to Pitchford and Morris when he interviewed them.

52. E. Morris told Mims that he was attempting to "ambush" his clients and refused to provide Mims with any documents until Mims told E. Morris the nature of the complaint. Mims refused to consent to his interviews with Pitchford and Respondent Morris to be video recorded and departed the licensed funeral establishment.

53. Later that day, Mims received an email from E. Morris that summarized E. Morris' perspective of the interview meeting that day. E. Morris further stated that Pitchford and Respondent Morris were represented by him and E. Morris demanded that Mims only communicate with him regarding the Bureau's investigations of Respondents Morris, Final Legacy and Pitchford.

54. Mims received a faxed copy of Respondents' statement to France which he compared to Respondent's General Price List (GPL). The comparison revealed the following discrepancies:

a. Regarding "Services Selected," Final Legacy charged $295.00 for Processing of Insurance. The GPL shows an 8% charge for Processing of Insurance.

b. Final Legacy charged another $1, 147.12, for "Insurance" under "Merchandise." The total charges on the Statement for Processing of Insurance were $1,442.12. If the 8% was charged per the GPL, the total charge for Processing of Insurance would have been $1,238.89. Final Legacy overcharged $203.23, on the Statement for Processing of Insurance.

c. There was a charge on the Statement under "Care of Decedent" for $200.00, regarding Post Autopsy/Donor repair and Restoration. The GPL shows the charge for Special Care for autopsied cases $150.00. Final Legacy overcharged $50.00, on the Statement for post autopsy care.

d. There was a charge of $400.00 for funeral coach and driver. The GPL shows the charge for a "Hearse" as $300.00. Final Legacy overcharged $100.00, on the Statement for the funeral coach and driver.

e. There was a charge of $7,300.00, on the Statement for "Inglewood Park Cemetery." The actual charges from Inglewood for the use of the cemetery's chapel and France's crypt were $7,253.50. Final Legacy overcharged $46.50, on the statement for "Inglewood Park Cemetery."

f. Total charges for merchandise on the Statement were $4,042.12. The charges included a casket, obituaries, flowers and "8% Insurance." Further review of the Statement shows that no sales tax was charged for the merchandise.

g. The Method of Payment checked on the contract shows the funeral bill was paid by a credit card, when in fact, insurance was used to pay Final Legacy $15,486.12.

h. Based on the Statement provided to Clark and Final Legacy's GPL, the funeral establishment over charged Clark $399.73.

55. Mims telephoned Lewis to determine if Final Legacy had paid Inglewood the $7,253.50, or made any arrangements to pay the cemetery. Lewis told Mims that Inglewood has not been paid by Final Legacy and the balance owed of $7,253.50 is still outstanding.

ELEVENTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance with Laws and Regulations)

56. Respondent Morris is subject to disciplinary action under section 7686 of the Code, for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted thereunder, as set forth more fully in the preceding paragraphs 45 through 55, including all subparts, that are incorporated herein by reference as though fully set forth.

Decedents: Sadie Ramsey, Martha Langford, Marco Gabrielli, Beautiful Salazar, Mack Adkins, Lottie Battles Norma Meadows, Barbara Conway, Ronnie Vaults, Jesse Rivas, Dora Dawson, Jefferson McCoy Jr.

TWELFTH CAUSE FOR DISCIPLINE

(Misrepresentation or Fraud)

57. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents and/or their agent, Pitchford, received money from decedents'' next of kin to pay for cremation services and then entered into agreements with a crematory to perform the cremations. Thereafter, Respondents have failed to pay all money due to the crematory for the services. The circumstances are as follows:

58. The Bureau received a complaint from Ada Bobadilla (Bobadilla), the Manager of Los Angeles Odd Fellows Cemetery (Odd Fellows). Respondent Final Legacy contracted with Odd Fellows to cremate decedents for their funeral establishment. Over a period of time, Final Legacy stopped paying for the cremations after Odd Fellows sent them invoices. Complainant is informed and believes and alleges that Final Legacy received cash advanced money from the decedents' families to pay the crematory and that Respondents instead kept the money.

59. Respondents have failed to pay Odd Fellows for the cremations of the following decedents in the following amounts:

Decedent:	**Date of Invoice:**	**Amount owed by Final Legacy**
Sadie Ramsey	June 16, 2014	$188.55
Martha Langford	February 14, 2014	214.50
Marco Gabrielli	February 27, 2014	155.85
Beautiful Salarar	November 1, 2013	70.75
Mary Adkins	November 1, 2013	139.50
Lottie Battles	November 13, 2013	139.50
Norma Meadows	November 20, 2013	139.50
Barbara Conway	October 15, 2013	120.50
Ronnie Vaults	October 17, 2013	139.50
Jessie Rivas	October 28, 2013	139.50
Dora Dawson	October 28, 2013	139.50
Jefferson McCoy Jr.	October 29, 2013	90.00
	TOTAL:	$1,542.10

60. On or about July 20, 2015, as part of the Bureau's investigation of Bobadilla's complaint, Mims sent an email and letter to Respondents' Attorney, E. Morris, who had identified himself as Respondents' and Pitchford's attorney and demanded that all the Bureau's communications to his clients be directed to him. In the email and letter, Mims explained to E. Morris that he was investigating a complaint filed with the Bureau against Final Legacy and requested the completed contracts for the twelve listed decedents.

61. Mims requested face- to-face interviews with Respondent Morris and other employees from Final Legacy who completed contracts for the listed decedents. Mims also requested that E. Morris forward the requested information to him no later than July 27, 2015.

62. E. Morris did not respond to Mims and on or about August 3, 2015, Mims sent him a follow-up email again requesting the completed contracts. Mims also telephoned E. Morris' office and left a similar message requesting copies of the contracts.

63. On or about August 11, 2015, after not receiving a response from E. Morris, Mims telephoned Final Legacy and left a message for Respondent Morris and requested that Morris return his call and confirm whether E. Morris was still their attorney.

64. On or about August 12, 2015, Mims received a voicemail message from a person who identified herself as "LaTonya" from Respondent Final Legacy. According to the message, E. Morris was still representing Respondents Final Legacy and Morris, and E. Morris would return the call later that day.

65. As of the date of this filing, Mims has not received a response to his emails and phone call and has not received the contracts of the subject twelve decedents that he had requested from E. Morris.

THIRTEENTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance with Laws and Regulations)

66. Respondent Morris is subject to disciplinary action under section 7686 of the Code, for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted

thereunder, as set forth more fully in the preceding paragraphs 58 through 65, including all subparts, that are incorporated herein by reference as though fully set forth.

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Director of Consumer Affairs issue a decision:

1. Revoking or suspending Funeral Establishment License Number FD 2173, issued to Final Legacy Family Funeral Parlor, Larry Darnell Morris, Manager

2. Revoking or suspending Funeral Director License Number FDR 2062 issued to Larry Darnell Morris;

3. Revoking or suspending Funeral Director License Number FDR 3515 issued to Ana Belcher:

4. Ordering Final Legacy Family Funeral Parlor, Larry Darnell Morris and Ana Belcher to pay the Cemetery and Funeral Bureau the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

5. Taking such other and further action as deemed necessary and proper.

DATED: February 1, 2016

LISA M. MOORE
Bureau Chief
Cemetery and Funeral Bureau
Department of Consumer Affairs
State of California
Complainant

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