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7

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

11 In the Matter of the Accusation Against:

Case No. A1 2014 191

12 **FINAL LEGACY FAMILY FUNERAL**
13 **PARLOR, LARRY DARNELL MORRIS,**
14 **MANAGER**

SECOND AMENDED ACCUSATION

15 1900 East Artesia Blvd.
16 Long Beach, CA 90805

17 Funeral Establishment License No. FD 2173

18 **LARRY DARNELL MORRIS**
19 6306 South Fairfax Ave.
20 Los Angeles, CA 90056

21 Funeral Director License No. FDR 2062

22 **ANA M. BELCHER**
23 13212 Paramount Boulevard
24 South Gate, CA 90280

25 Funeral Director License No. FDR 3515

26 Respondents.

27 Complainant alleges:

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PARTIES

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2 1. Lisa M. Moore (Complainant) brings this Accusation solely in her official capacity as
3 the Bureau Chief of the Cemetery and Funeral Bureau, Department of Consumer Affairs
4 (“Bureau”).¹

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

9 3. On or about December 10, 1999, the Bureau issued Funeral Director License
10 Number FDR 2062 to Larry Darnell Morris (“Morris”). The Funeral Director License was in full
11 force and effect at all times relevant to the charges brought herein and will expire on December
12 31, 2016, unless renewed.

13 4. On or about July 12, 2012, the Bureau issued Funeral Director License Number FDR
14 3515 to Ana Belcher (“Belcher”). The Funeral Director License was in full force and effect at all
15 times relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

16 REVOKED ENTITIES

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 The Funeral Establishment License was revoked on December 4, 2001,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

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

25
26 ¹ Effective January 1, 1996, the Department of Consumer Affairs succeeded to, and was
27 vested with, all the duties, powers, purpose, responsibilities and jurisdiction of the Cemetery
28 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.

1 7. On or about June 30, 1998, the Bureau issued Funeral Director License Number FDR
2 1346 to Kenneth B. Pitchford ("Pitchford"). The Funeral Director License was revoked on
3 December 4, 2001, following a hearing on Accusation no. A1 1998 405 filed July 31, 2001.

4 JURISDICTION

5 8. This Accusation is brought before the Director of Consumer Affairs (Director) for the
6 Bureau, under the authority of the following laws. All section references are to the Business and
7 Professions Code unless otherwise indicated. Section 118, subdivision (b), of the Code
8 provides that the suspension/ expiration/ surrender/cancellation of a license shall not deprive the
9 Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period
10 within which the license may be renewed, restored, reissued or reinstated.

11 9. Section 7607 of the Code provides that "The bureau may inspect the premises in
12 which the business of a funeral director is conducted, where embalming is practiced, or where
13 human remains are stored." Section 7704 of the Code states that "Violation of any state law or
14 municipal or county ordinance or regulation affecting the handling, custody, care or
15 transportation of human remains constitutes a ground for disciplinary action."

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

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

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

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1 while Respondents retained the funds that had been entrusted to them to pay the cemetery. The
2 circumstances are as follows:

3 18. Arlene Williams ("Arlene") passed away on or about January 24, 2014. Her
4 daughter's pastor recommended Pitchford, a "funeral counselor" for Respondents to handle the
5 funeral arrangements. Pitchford was contacted and came to Arlene's house on or about January
6 27, 2014 and met with her husband, Willie Williams ("Williams"). Williams signed paperwork
7 and gave Pitchford an insurance policy to cover Respondent's bill of \$7,703.24 and Forest Lawn
8 cemetery charges of \$5,743.50.

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

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

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

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

5 23. On or about May 28, 2014, Dorothea Cooper ("Cooper") who had been a business
6 partner with Pitchford at Eternal Rest Mortuary Directors, a funeral establishment whose license
7 was revoked by the Bureau for similar activities, made a credit card payment of \$2,000 to Forest
8 Lawn and told Forest Lawn that the balance would be paid within a week. On or about June 3,
9 2014, the balance was paid by Pitchford.

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

19 SECOND CAUSE FOR DISCIPLINE

20 (Gross Negligence- Failure to Obtain Burial Permit)

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

3 THIRD CAUSE FOR DISCIPLINE

4 (Unprofessional Conduct)

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

13 FOURTH CAUSE FOR DISCIPLINE

14 (Failure to Ensure Compliance with Laws and Regulations)

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

22 **Decedent: Angel Manriquez**

23 FIFTH CAUSE FOR DISCIPLINE

24 (Gross Negligence- Failure to Obtain Burial Permit)

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

3 29. Angel was a premature baby that passed away on February 14, 2014, at Harbor
4 UCLA Medical Center ("Harbor"). Staff in the hospital's Decedent Affairs Office recommended
5 Pitchford and Final Legacy to Angel's father, Fili Manriquez ("Manriquez") stating that they
6 could cremate Angel's remains for \$500. Manriquez called Pitchford and made an appointment
7 to meet with him at Final Legacy.

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

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

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

25 33. Harbor records document that the attending physician signed Angel's death certificate
26 on February 19, 2014, and the death certificate was ready to be transferred when Angel's remains
27 were removed from the hospital. It was incumbent on Final Legacy to obtain Angel's death
28

1 certificate from Harbor and file it with the Health Department within eight calendar days as
2 required by the Health and Safety Code.

3 34. From on or about February 27, 2014, until Perez talked to Morris on June 17, 2014,
4 Angel's remains were at Final Legacy with no disposition. After talking to Perez, Morris started
5 the process of having Angel's death certificate transferred from Harbor to Final Legacy, obtaining
6 a permit from the Health Department and taking Angel's remains to Evergreen Cemetery
7 ("Evergreen") for cremation. According to Evergreen's records, Pitchford delivered Angel's
8 remains to the crematory on June 18, 2014, at 1300 hours and the cremation process took place on
9 June 19, 2014. According to Final Legacy's records, Angel's cremated remains were released to
10 Manriquez on June 20, 2014.

11 SIXTH CAUSE FOR DISCIPLINE

12 (Unprofessional Conduct)

13 35. Respondents Final Legacy Family Funeral Parlor, Morris and Belcher have subjected
14 their licenses to disciplinary action under section 7686 for violating section 7707, in that
15 Respondents' failure to make a final disposition of the remains of Angel Manriquez ("Angel")
16 while having the remains in their possession for four (4) months; failing to insure that required
17 paperwork was completed in a timely manner; failing to provide consumer documents as required
18 by law; failing to timely obtain and file a death certificate with the LA County Health Department
19 constitutes unprofessional conduct. The circumstances are as alleged in the preceding paragraphs
20 28 through 34 that are incorporated by reference as though fully set forth.

21 SEVENTH CAUSE FOR DISCIPLINE

22 (Failure to Ensure Compliance with Laws and Regulations)

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

3 **Decedent: Karen Swan**

4 EIGHTH CAUSE FOR DISCIPLINE

5 (Misrepresentation or Fraud)

6 37. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
7 licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents'
8 agent, Pitchford, received the proceeds of an insurance policy from a decedent's family to cover
9 payment to a cemetery for a grave; however, Respondents failed to pay to the cemetery the
10 money they received from the decedent's family to cover the cemetery charges. Respondent's
11 failed to respond to and ignored the inquiries of the cemetery concerning an "insufficient funds"
12 (NSF) check they were given by Respondents. Respondents further overcharged the decedent's
13 family for insurance processing fee and for motorcycle escort. The circumstances are as follows:

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

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

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

5 41. On the day of Swan's funeral and burial, Pitchford gave Lancaster Cemetery a check
6 for Swan's burial in the amount of \$4,245.00. Dayle DeBry, an employee of Lancaster Cemetery
7 deposited the check into Lancaster Cemetery's bank account; however, it was returned to the
8 cemetery for "Non-sufficient Funds" (NSF). DeBry said she contacted Swan's family who told
9 her that they paid Final Legacy with an insurance policy to pay Lancaster Cemetery for Swan's
10 grave. The family also told DeBry that they gave Pitchford \$300.00 cash to pay Lancaster
11 Cemetery for a Saturday burial, which was never given to the cemetery by Respondents.

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

19 NINTH CAUSE FOR DISCIPLINE

20 (Failure to Ensure Compliance with Laws and Regulations)

21 ~~43.~~ Respondent Morris is subject to disciplinary action under section 7686 of the Code,
22 for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the
23 designated, managing, licensed funeral director of Respondent Final Legacy, he failed to
24 exercise direct supervision and control over Pitchford and others at Final Legacy in order to
25 ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted
26 thereunder, as set forth more fully in the preceding paragraphs 37 through 42 that are
27 incorporated herein by reference as though fully set forth.

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1 Decedent: Betty France

2 TENTH CAUSE FOR DISCIPLINE

3 (Misrepresentation or Fraud)

4 44. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
5 licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents
6 and/or their agent, Pitchford, received the proceeds of an insurance policy from a decedent's
7 family to cover payment to a cemetery for a grave; however, Respondents failed to pay to the
8 cemetery the money they received from the insurance proceeds to cover the cemetery charges.
9 Respondent's failed to respond to and ignored the inquiries of the cemetery concerning an
10 "insufficient funds" (NSF) check they were given by Respondents. Respondents further
11 overcharged the decedent's family for items as more particularly described herein. The
12 circumstances are as follows:

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

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

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

27 48. Final Legacy collected money from an insurance policy for France in December
28 2013, and was supposed to pay Inglewood \$7,253.50, for a crypt space for France and the use of

1 the cemetery's chapel. Final Legacy wrote Inglewood a check for \$7,253.50, on December 12,
2 2013, and the check was returned by the bank to Inglewood because of insufficient funds.

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

7 50. Mims received a telephone message from Pitchford cancelling the appointments to
8 interview him and Morris. Pitchford stated his Attorney was not available at that time. Another
9 appointment was scheduled for January 22, 2015. When Mims arrived at Final Legacy he was
10 met by Pitchford, Morris, and Eric Morris (E. Morris) who identified himself as the Attorney
11 who would be representing Pitchford and Morris. Also present was an unidentified male holding a
12 video camera filming the meeting. E. Morris told Mims the male would video record his
13 interviews with Pitchford and Morris.

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

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

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

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

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

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

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

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

17 e. There was a charge of \$7,300.00, on the Statement for "Inglewood Park Cemetery."
18 The actual charges from Inglewood for the use of the cemetery's chapel and France's crypt were
19 \$7,253.50. Final Legacy overcharged \$46.50, on the statement for "Inglewood Park Cemetery."

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

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

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

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1 55. Mims telephoned Lewis to determine if Final Legacy had paid Inglewood the
2 \$7,253.50, or made any arrangements to pay the cemetery. Lewis told Mims that Inglewood has
3 not been paid by Final Legacy and the balance owed of \$7,253.50 is still outstanding.

4 ELEVENTH CAUSE FOR DISCIPLINE

5 (Failure to Ensure Compliance with Laws and Regulations)

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

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

15 TWELFTH CAUSE FOR DISCIPLINE

16 (Misrepresentation or Fraud)

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

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

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

3 Decedent: 4 Legacy	5 Date of Invoice:	6 Amount owed by Final
7 Sadie Ramsey	8 June 16, 2014	9 \$188.55
10 Martha Langford	11 February 14, 2014	12 214.50
13 Marco Gabrielli	14 February 27, 2014	15 155.85
16 Beautiful Salarar	17 November 1, 2013	18 70.75
19 Mary Adkins	20 November 1, 2013	21 139.50
22 Lottie Battles	23 November 13, 2013	24 139.50
25 Norma Meadows	26 November 20, 2013	27 139.50
28 Barbara Conway	29 October 15, 2013	30 120.50
31 Ronnie Vaults	32 October 17, 2013	33 139.50
34 Jessie Rivas	35 October 28, 2013	36 139.50
37 Dora Dawson	38 October 28, 2013	39 139.50
40 Jefferson McCoy Jr.	41 October 29, 2013	42 90.00
	43 TOTAL:	44 \$1,542.10

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

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

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

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

60 64. On or about August 12, 2015, Mims received a voicemail message from a person
61 who identified herself as "LaTonya" from Respondent Final Legacy. According to the message,

1 E. Morris was still representing Respondents Final Legacy and Morris, and E. Morris would
2 return the call later that day.

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

6 **THIRTEENTH CAUSE FOR DISCIPLINE**

7 (Failure to Ensure Compliance with Laws and Regulations)

8 66. Respondent Morris is subject to disciplinary action under section 7686 of the Code,
9 for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the
10 designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure
11 compliance with the Funeral Directors and Embalmers Law and the regulations adopted
12 thereunder, as set forth more fully in the preceding paragraphs 58 through 65, including all
13 subparts, that are incorporated herein by reference as though fully set forth.

14 **Decedent: Mary Thomas-Smith**

15 **FOURTEENTH CAUSE FOR DISCIPLINE**

16 (Unprofessional Conduct- Gross Negligence or Gross Incompetence)

17 67. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
18 licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents'
19 failure to return the cremated remains (cremains) of decedent Mary Thomas-Smith (Thomas-
20 Smith) for six (6) months to her husband, including holding the remains for one month before
21 transporting the remains to the crematory, and then holding the cremated remains (cremains) for
22 five months before returning them and failure to return the husband's phone calls, constitute an
23 extreme departure from the standard of care. The circumstances are as follows:

24 68. Thomas-Smith passed away on May 30, 2015. Smith met with Pitchford, whom he
25 believed was the owner of Final Legacy, at Smith's home on June 1, 2015, to complete the
26 funeral arrangements for Thomas-Smith. During their meeting, Smith made arrangements for a
27 viewing, funeral service and cremation for his wife and signed the required paperwork and
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1 contract. Final Legacy was paid the full amount demanded, \$3,554.00, prior to Thomas-Smith's
2 viewing and funeral service on June 11, 2015.

3 69. During the months following Thomas-Smith's funeral service, Smith called Pitchford
4 numerous times regarding Thomas-Smith's cremains. Smith was always told by persons on the
5 phone at Final Legacy that Pitchford would call him back, but he never did. Smith also ordered
6 and paid for two death certificates for Mary when he made the arrangements with Pitchford.
7 Smith never received the death certificates and later went to the Ventura County Health
8 Department (Health Department) to purchase the death certificates himself.

9 70. Pitchford delivered Thomas-Smith's cremated remains to him on December 21, 2015,
10 over six months after her death and the arrangements were completed. Pitchford apologized to
11 Smith for not returning his calls but did not apologize for the delay in delivering his wife's
12 cremains to him. Pitchford also did not give Smith any justification why it took over six months
13 for him to deliver Thomas-Smith's cremains to him.

14 71. On or about December 21, 2015, the Bureau received a complaint from Smith, stating
15 that he had been waiting for Final Legacy to give him his wife's cremains since May 30, 2015
16 and that representatives from Final Legacy would not return his calls or give him any information
17 regarding Thomas-Smith's remains.

18 72. On or about January 4, 2016, Bureau Investigator Ted Mims (Mims) was assigned the
19 complaint for investigation. Mims telephoned Evergreen Cemetery and Crematory (Evergreen)
20 and spoke with the Crematory Supervisor, Sonanda Sam (Sam). The permit for Thomas-Smith's
21 Cremation was issued by the Health Department on June 12, 2015. A representative from Final
22 Legacy printed the permit on July 1, 2015, and according to Sam, Evergreen received Thomas-
23 Smith's remains on July 2, 2015. Thomas-Smith was cremated on July 11, 2015, and her cremains
24 were released to Final Legacy on July 17, 2015. The cremains were not returned to Smith until
25 December 21, 2015, five months later.

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FIFTEENTH CAUSE FOR DISCIPLINE

(Misrepresentation or Fraud)

73. 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 Smith for funeral and cremation services, for which they misrepresented what was actually provided to Smith for his deceased wife, or failed to provide what they were paid for, in excess of \$300. The circumstances are as alleged in the preceding paragraphs 67 through 72 that are incorporated by reference, and as follows:

74. When Thomas-Smith's cremains were received at Evergreen on July 2, 2015, the cremains were encased in an "Airtray". An "Airtray" is a wood bottom container with cardboard sides used to cover and support caskets during the shipment of human remains on an airplane. The "Airtray" is occasionally used to encase obese decedents, such as Thomas-Smith, for cremations. It would be unlikely for a decedent to be cremated in both a casket and Airtray.

75. Sam told Mims that Evergreen does not cremate or incinerate metal caskets. The crematory operator would have known if a metal casket was inserted into the retort with the "Airtray" containing Mary's remains and reported it to Sam immediately. Evergreen's Cremation Authorization and Declaration clearly states the crematory will not accept remains unless they are in leak resistant, rigid combustible containers. The crematory will also remove and dispose of handles, ornaments and other non-combustible materials from the container or casket.

76. Mims obtained photos of the casket that contained Thomas-Smith's remains at her funeral. The photos were shown to Emanuel Thomas (Thomas) a sales representative for Astral Casket Company (Astral). Thomas told Mims that the casket shown in the pictures was an Astral standard "Clair Silver" non-gasket metal casket. According to Thomas, the casket is not a Rental Casket. Final Legacy's General Price List (GPL) at the relevant time, offered a twenty-gauge metal, non-gasket, "Clair Silver" casket offered for sale for \$1,725.00.

77. In his investigation, Mims obtained the contract between Smith and Respondents and their GPL. The following misrepresentations were found:

1 78. A charge of \$300.00 was made for "Transfer of decedent to the funeral Home." The
2 price listed on the GPL for "Transfer of remains to funeral home within miles (not listed)" is
3 \$200.00. There was no information to show Mary's remains were removed from a long distant or
4 if an additional person was used for the removal. This constitutes an overcharge of \$100.00.

5 79. A charge of \$395.00 was made for "Cremation Fee." The price listed on the GPL for
6 "Cremation Charge" is \$225.00. This constitutes an overcharge of \$170.00.

7 80. A charge of \$400.00 was made for "Funeral coach and driver." The price listed on
8 the GPL for "Hearse and Driver" is \$300.00. This constitutes an overcharge of \$100.00.

9 81. A charge of \$45.00 was made for "Register Book" on the contract. The price listed
10 on the GPL for "Memorial Book" is \$35..00. This constitutes an overcharge of \$10.00. The
11 charge for "Total Merchandise" on the contract is \$1,995.00. In adding the items listed under
12 "Total Merchandise" the total is \$1,985.00. This constitutes an overcharge of \$10.00.

13 82. Final Legacy charged Smith \$42.00 for two death certificates that he never received.
14 Respondents also charged Smith on the contract for a casket, "Cloth Raise Light Purple" for
15 \$1,395.00. There was no such casket offered for sale on Final Legacy's GPL. Photographs of
16 Thomas-Smith's casket confirm it was a metal casket.

17 83. Respondents misrepresented their services and merchandise by representing one
18 casket on the contract and providing a different casket for Thomas-Smith's visitation and funeral
19 service. Respondents or their agents removed Thomas-Smith's remains from the metal casket
20 she was in and placed her inside an "Airtray" for cremation, even though Smith had contracted for
21 and purchased a "Cloth Raise Light Purple" casket for his deceased wife.

22 SIXTEENTH CAUSE FOR DISCIPLINE

23 (Failure to Ensure Compliance with Laws and Regulations)

24 84. Respondent Morris is subject to disciplinary action under section 7686 of the Code,
25 for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the
26 designated, managing, licensed funeral director of Respondent Final Legacy, he failed to ensure
27 compliance with the Funeral Directors and Embalmers Law and the regulations adopted
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1 thereunder, as set forth more fully in the preceding paragraphs 67 through 83 that are
2 incorporated herein by reference as though fully set forth and as follows:

3 85. Morris telephoned Smith on February 8, 2016, and asked why he filed a complaint
4 against Final Legacy with the Bureau. After Smith told Morris why he had filed a complaint,
5 Morris apologized and stated he did not know anything about the matter. Morris' only offer of
6 restitution was to provide Smith four death certificates for his wife at no charge.

7 **Decedent: Ramon Kahn**

8 SEVENTEENTH CAUSE FOR DISCIPLINE

9 (Misrepresentation or Fraud)

10 86. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
11 licenses to disciplinary action under section 7686 for violating section 7692, in that Respondents
12 and/or their agent, Pitchford, received money from the next of kin for decedent Ramon Kahn
13 (Ramon) for funeral and burial services, for which they misrepresented what was actually
14 provided to his parents Roosevelt and Jacqueline Kahn (Kahn) for their deceased son, in excess
15 of \$500, or failed to forward the funds to the provider of the burial service, William Harris
16 (Harris), owner of William C. Harris Funeral Directors & Cremation Service (WCH) in St.
17 Louis Missouri. The circumstances are as follows:

18 87. Ramon passed away at Memorial Hospital of Gardena on August 11, 2015 at 0945
19 after being transported there from his home by ambulance. His remains were released to the Los
20 Angeles County Coroner's Office (Coroner's Office) the same day at 1945 hours. An autopsy was
21 performed on Ramon's remains on August 20, 2015, and his remains were released to Final
22 Legacy the same day.

23 88. When Ramon passed away, both Roosevelt and Jacqueline Kahn travelled from St.
24 Louis to Los Angeles and met with Ramon's wife, Cheronda Kahn (Cheronda), to make funeral
25 arrangements. A family friend recommended Final Legacy to handle the funeral arrangements
26 and Pitchford came to the friend's home and met with the Kahns and Cheronda. Ramon's mother
27 signed most of the documents Pitchford gave her and the Kahns paid Pitchford with a credit card
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1 and the balance was paid with an insurance policy that was assigned to Final Legacy by the
2 Kahns.

3 89. A few days after the meeting, Cheronda asked Pitchford if Final Legacy had been
4 paid for their services. Pitchford told Cheronda that he had not been paid. Cheronda later
5 discovered that Final Legacy had been paid in full. The Kahns paid Pitchford \$5,000.00 for Final
6 Legacy to handle the funeral arrangements and also assigned an insurance policy to Final Legacy
7 for \$4,000.00 to cover its funeral expenses and to pay WCH and the cemetery in St. Louis where
8 Ramon was to be buried.

9 90. The Bureau received a complaint from Harris on or about October 23, 2015.
10 According to Harris, Kenneth Pitchford (Pitchford), a representative from Final Legacy Family
11 Funeral Parlor (Final Legacy) contacted WCH regarding shipping Ramon's remains to WCH.
12 Pitchford said he would collect the money for WCH from the decedent's family and transmit full
13 payment to WCH along with Ramon's remains.

14 91. When WCH received Ramon's remains, Harris discovered Final Legacy had not also
15 sent the money for WCH's services. Harris contacted Kahn's family who confirmed they gave
16 Final Legacy \$2,680.58 to pay WCH. Kahn's family contacted Pitchford who later called WCH
17 with a credit card number from American Express and the transaction went through. Several days
18 later, Harris received a telephone call from American Express informing him the money from
19 Final Legacy was charged back because the card-holder (Final Legacy) "did not recognize the
20 charges." Harris attempted to call Pitchford several times but did not receive a return call. The
21 money was again transferred back to WCH, though Harris has been monitoring to see if another
22 charge back would occur.

23 92. The investigation was assigned to Ted Mims of the Bureau (Mims). Mims
24 discovered that Final Legacy overcharged Ramon's family for services, merchandise and cash
25 advances provided by the funeral establishment. In reviewing Ramon's contract with Final
26 Legacy and the latter's Guaranteed Price List (GPL), Mims discovered the following
27 discrepancies:
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1 a. The charge for "Autopsy Repair" on the contract is \$250.00. The cost for "Autopsy
2 Repair" on the GPL is \$150.00. A \$100.00 overcharge.

3 b.. The charge for "Funeral coach and driver" on the contract is \$400.00. The cost for
4 "Hearse and driver" on the GPL is \$300.00. A \$100.00 overcharge.

5 c. The charge for "Register Book" on the contract is \$90.00. The cost for "Memorial
6 Book" on the GPL is \$35.00. A \$55.00 overcharge.

7 d It was noted that a charge of \$2,100.00, for "Mortuary in St." (Mortuary in St. Louis)
8 was charged under merchandise instead of cash advances.

9 e. A charge of \$620.00 was charged under cash advances for "Lawn Hill Memorial
10 Park out of State." Final Legacy charged a total of \$2,720.00, for WCH and the out-of-state
11 cemetery. The total charges from WCH and the cemetery was \$2,680.58. A \$39.42 overcharge.

12 f. A charge of \$550.00 was charged on the contract as merchandise for "Southwest
13 Airlines." In reviewing the Airbill from Southwest Airlines that was submitted by Harris (E-2),
14 the cost to ship Ramon's remains from Los Angeles to St. Louis was \$450.00. A \$100.00
15 overcharge.

16 g. A charge of \$424.18 was charged on the contract for "California Sales Tax." During a
17 review of merchandise on the contract, \$2,100.00 for payment to WCH and \$550.00 to Southwest
18 Airlines were added as taxable items. The actual taxable items on the contract were the "Casket"
19 at \$1,725.00 and the "Register Book" at \$90.00. The total of the taxable items was \$1,815.00.
20 With the California Sales Tax used on the contract at 9.50%, the tax on the merchandise should
21 have been \$172.43, not \$424.18. A \$251.75 overcharge.

22 EIGHTEENTH CAUSE FOR DISCIPLINE

23 (Unprofessional Conduct- Gross Negligence or Gross Incompetence)

24 93. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
25 licenses to disciplinary action under section 7686 for violating section 7707, in that Respondents'
26 failure to properly handle the remains of decedent Ramon Kahn (Ramon) by allowing them to sit
27 on a gurney and unrefrigerated for twenty hours constitutes an extreme departure from the
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1 standard of care. The circumstances are as alleged in the preceding paragraphs 86 through 87
2 that are incorporated by reference, and as follows:

3 94. Ramon's remains were released to Final Legacy from the Coroner's Office on August
4 20, 2015, at 2200 hours, after a full autopsy was completed. Ramon's remains were refrigerated
5 the entire time he was at the Coroner's Office except during the autopsy. The hours for releasing
6 remains from the Coroner's Office are from 1200 hours to 1800 hours. However, Ramon's
7 remains were released on August 20, 2015, at 2200 hours.

8 95. On August 21, 2015, Barry Reed (Reed), a "trade embalmer" who contracts with
9 different funeral establishments for embalming, was contacted by Final Legacy to come to their
10 facility and embalm Ramon. Reed arrived at 1830 and observed Ramon on a gurney in the prep
11 room and not under refrigeration. Ramon showed first stage signs of decomposition and also
12 skin slip from blebs. There were "water pockets" on Ramon's remains and his skin was
13 "marbling." Reed smelled a foul odor when he made an incision on the remains. Reed embalmed
14 his remains with 64 oz. of permaglo & 16 oz. of omega to a 3 gal solution. Then hypoed his torso
15 area with 64 oz. of permafix cavity I treated his viscera while embalming - Applied face pack
16 after embalming for 24 hours.

17 96. Reed has been called before by Final Legacy to embalm remains. The remains would
18 typically be on the embalming gurney when he arrives at the funeral establishment to do the
19 embalming. Reed did not know how long Ramon's remains had been on the embalming gurney
20 prior to the embalming or if Final Legacy had ever refrigerated Ramon's remains. Reed notified
21 someone at Final Legacy about the smell coming from Ramon's remains after the embalming was
22 completed.

23 97. Ramon's remains were kept on a gurney in the preparation room of Final Legacy for
24 approximately twenty hours and not refrigerated. This was a source for decomposition and an
25 extreme departure from the standard of care and unprofessional conduct.

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1 NINETEENTH CAUSE FOR DISCIPLINE

2 (Failure to Ensure Compliance with Laws and Regulations)

3 98. Respondent Morris is subject to disciplinary action under section 7686 of the Code,
4 for violating California Code of Regulations, Title 16, section 1204, subd. (b), in that as the
5 designated, managing, licensed funeral director of Respondent Final Legacy, he failed to
6 exercise direct supervision and control over Pitchford and others at Final Legacy in order to
7 ensure compliance with the Funeral Directors and Embalmers Law and the regulations adopted
8 thereunder, as set forth more fully in the preceding paragraphs 86 through 97 that are
9 incorporated herein by reference as though fully set forth.

10 **Bureau Inspection and Compliance with State Law**

11 TWENTIETH CAUSE FOR DISCIPLINE

12 (Refusal to Allow Bureau Inspection)

13 99. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
14 licenses to disciplinary action under section 7686 for violating section 7607, in that they have
15 refused to allow the Bureau access to conduct an inspection of the licensed facility. The
16 circumstances are as follows:

17 100. On December 8, 2015, the Bureau received a telephone call from Steven Alari
18 (Alari), an Investigator with the Board of Equalization (BOE). Alari's call was in regards to Final
19 Legacy Family Funeral Parlor (Final Legacy). Alari was referred to Ted Mims of the Bureau
20 because Final Legacy is located in the area where Mims conducts inspections on licensed funeral
21 establishments as part of his duties as a Bureau employee.

22 101. Alari told Mims that Final Legacy's seller's permit had been revoked by BOE, whose
23 investigators would be going to Final Legacy to speak with the owner, Morris. Patricia
24 Arancibia (Arancibia), an inspector with BOE informed Mims that she was scheduled to meet
25 Morris on January 20, 2016, at 1330 hours, to make sure Final Legacy was in compliance
26 regarding their seller's permit, for which Arancibia had previously met with Morris and provided
27 him a verbal warning about Final Legacy's seller's permit. Morris coordinated with Arancibia to
28 meet her at Final Legacy that day since he needed to complete a routine compliance inspection.

1 102. Final Legacy had not been inspected since August 20, 2014. The Bureau makes an
2 effort to inspect funeral establishments at least once a year. On January 20, 2016, at 1330 hours,
3 Mims met Arancibia and Sara Lubrica (Lubrica), another investigator with BOE in a parking lot
4 across the street from Final Legacy. Upon entering Final Legacy, Arancibia, Lubrica and Mims
5 were met by Kendrea Pitchford (Pitchford) who identified himself as an Office Assistant.
6 Pitchford told them that Morris was off the premises but would return shortly. Pitchford called
7 Morris' cell phone several times but did not receive an answer apparently.

8 103. Mims told Pitchford that he wanted to complete an inspection. Pitchford told Mims
9 that he did not know where anything was kept and did not have access to the preparation room.
10 After waiting over an hour for Morris at Final Legacy, Morris arrived at approximately 1445
11 hours. When Morris entered the funeral establishment and saw Mims, he asked him why he was
12 there.

13 104. Mims told Morris that he was there to conduct an inspection. Morris told Mims that
14 his attorney, Eric Morris (E.Morris), said that Mims would have to give the funeral
15 establishment notice before conducting an inspection. Morris walked into another room and made
16 a telephone call. When Morris walked back into the room, he handed me his cell phone that was
17 on speaker. A male on the telephone who Morris said was his attorney, E. Morris; told Mims that
18 he could not conduct an inspection and told Mims to leave the funeral establishment. E. Morris
19 also stated he would call the Long Beach Police Department and make a complaint against Mims
20 if he did not leave. Mims handed the cell phone back to Morris and asked if he was refusing to
21 allow Mims to inspect the funeral establishment. Morris affirmed that he was.

22 105. Mims ceased further attempt to conduct an inspection and Morris told Mims that he
23 would call the police if Mims did not leave the funeral establishment. Mims explained to Morris
24 that he was not conducting an inspection and would leave when Arancibia and Lubrica completed
25 their business. Doing the interim, as Arancibia and Lubrica spoke with Morris, Mims walked
26 outside the funeral establishment and telephoned the Bureau to report the incident. After
27 Arancibia and Lubrica completed their business with Morris, Mims left the funeral establishment
28 with them.

1 TWENTY-FIRST CAUSE FOR DISCIPLINE

2 (Unprofessional Conduct- Refusal to Allow Bureau Inspection)

3 106. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
4 licenses to disciplinary action under section 7686 for violating section 7607, in that Respondents'
5 refused to allow the Bureau to conduct an authorized inspection of the licensed premises of Final
6 Legacy. The circumstances are as alleged in the preceding paragraphs 100 to 105 that are
7 incorporated herein by reference as though fully set forth.

8 TWENTY-SECOND CAUSE FOR DISCIPLINE

9 (Violation of State Law- Refusal/Failure to File Tax Returns)

10 107. Respondents Final Legacy Family Funeral Parlor and Morris have subjected their
11 licenses to disciplinary action under section 7686 for violating section 7704, in that they have
12 refused or failed to pay in excess of \$20,000 in overdue taxes. The circumstances are as alleged
13 in the preceding 100 to 105 and as follows:

14 108. Arancibia told Mims on January 20, 2016, that Final Legacy and Morris had not
15 complied with the earlier warning from BOE, and was issued a criminal citation for Operating a
16 Business Without a Seller's Permit and Refusal/Failure to File Tax Returns. Arancibia stated
17 Morris and Final Legacy owe in excess of \$20,000.00, in unpaid taxes. According to Arancibia,
18 Morris is scheduled to appear in court in April 2016.

19 PRAYER

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

- 22 1. Revoking or suspending Funeral Establishment License Number FD 2173, issued to
23 Final Legacy Family Funeral Parlor, Larry Darnell Morris, Manager
24 2. Revoking or suspending Funeral Director License Number FDR 2062 issued to Larry
25 Darnell Morris;
26 3. Revoking or suspending Funeral Director License Number FDR 3515 issued to Ana
27 Belcher:

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

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

5
6 DATED: April 19, 2016 Lisa M. Moore

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

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