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

SOLOMONS MORTUARY, WILLIE C. SOLOMON, SR., MANAGER, **10625 S. Broadway** **Los Angeles, CA 90003** **Funeral Establishment License No. FD 1428** **WILLIE C. SOLOMON, SR.** **10625 S. Broadway** **Los Angeles, CA 90003** **Funeral Director License No. FDR 2338** Respondents.	Case No. A1 2014 141 OAH No. 2015120936

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Director of Consumer Affairs and the Cemetery and Funeral Bureau as the Decision and Order in the above entitled matter.

This Decision shall become effective on November 17, 2016

It is so ORDERED OCT 17 2016.

Doreathea Johnson

DOREATHEA JOHNSON
Deputy Director
Division of Legal Affairs
Department of Consumer Affairs

KAMALA D. HARRIS
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General
SHAWN P. COOK
Deputy Attorney General
State Bar No. 117851
300 So. Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 897-9954
Facsimile: (213) 897-2804
Attorneys for Complainant

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FOR THE CEMETERY AND FUNERAL BUREAU
STATE OF CALIFORNIA

SOLOMONS MORTUARY, WILLIE C. SOLOMON, SR., MANAGER, **10625 S. Broadway** **Los Angeles, CA 90003** **Funeral Establishment License No. FD 1428** **WILLIE C. SOLOMON, SR.** **10625 S. Broadway** **Los Angeles, CA 90003** **Funeral Director License No. FDR 2338** Respondents.	Case No. A1 2014 141 OAH No. 2015120936 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

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

PARTIES

1. Lisa M. Moore (Complainant) is the Bureau Chief of the Cemetery and Funeral Bureau (Bureau). She brought this action solely in her official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of California, by Shawn P. Cook, Deputy Attorney General.

2. Respondent Solomons Mortuary and Willie Solomon, Sr., Director (Respondent) is represented in this proceeding by attorney Ashley Posner, whose address is: Ashley Posner, Esq.;

Posner Law Offices; 15303 Ventura Blvd Ste. 900; Sherman Oaks, CA 91403-3199; tel. # (310) 475-8520.

3. On or about April 25, 1985, the Bureau issued Funeral Establishment License No. FD 1428 to Solomons Mortuary, Willie Solomon, Sr., Manager. The Funeral Establishment License was in full force and effect at all times relevant to the charges brought in Accusation No. A1 2014 141, and will expire on April 30, 2017, unless renewed.

4. On or about March 12, 2003, the Cemetery and Funeral Bureau issued Funeral Director License Number FDR 2338 to Willie C. Solomon, Sr. The Funeral Director License was in full force and effect at all times relevant to the charges brought herein and will expire on March 31, 2017, unless renewed. Respondent Solomons Mortuary and Willie Solomon are collectively herein referred to hereafter as "Respondent."

JURISDICTION

5. Accusation No. A1 2014 141 was filed before the Director, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on June 30, 2016. Respondent timely filed its Notice of Defense contesting the Accusation.

6. A copy of First Amended Accusation No. A1 2014 141 ("Accusation") is attached as Exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. A1 2014 141. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of

documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

10. Respondent admits the truth of each and every charge and allegation in Accusation No. A1 2014 141.

11. Respondent agrees that its Funeral Establishment License is subject to discipline and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

RESERVATION

12. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the Director of Consumer Affairs, Cemetery and Funeral Bureau, or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

13. This stipulation shall be subject to approval by the Director of Consumer Affairs or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Cemetery and Funeral Bureau may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

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

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

16. In consideration of the foregoing admissions and stipulations, the parties agree that the Director may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Funeral Establishment License No. FD 1428 issued to Respondent Solomons Mortuary, Willie Solomon, Sr., Manager, and Funeral Director License No. FDR 2338 issued to Willie C. Solomon, Sr. are each and both revoked. However, the revocations are stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

1. **Obey All Laws.** Respondent shall comply with all conditions of probation and obey all federal, state and local laws, and all rules and regulations governing the programs regulated by the Bureau.

2. **Quarterly Reports.** Respondent shall submit quarterly declarations under penalty of perjury, in a format designated by the Bureau, stating whether or not Respondent has been in compliance with all the conditions of probation. Respondent shall also submit such additional written reports and verifications of actions requested by the Bureau. Should the final probation report not be made as directed, the period of probation shall be extended until such time as the final report is made.

3. **Interview with Bureau Representative.** As necessary, Respondent shall appear in

person for scheduled interviews with the Bureau Chief or other designated representative for the purpose of monitoring compliance with the terms of this decision.

4. **Out-of-State Residence or Operation.** Should Respondent leave California to reside or operate outside this state, Respondent must notify the Bureau in writing of the dates of departure and return. Reporting in person may be waived if the Respondent moves out of the state. However, Respondent shall continue compliance with other terms of probation to retain California licensure. Periods of residency, business operation or employment outside California shall not reduce the probationary period.

5. **Completion of Probation.** Upon successful completion of probation, Respondent's license will be fully restored.

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

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

8. **Cost Recovery.** Respondent shall pay the Bureau's actual and reasonable costs of investigation and enforcement of this matter in the amount of $7,813.94. Said amount shall be paid within thirty days of the effective date of the Decision unless Respondent has written the Bureau to request a payment plan. Probation shall not terminate until full payment has been made. Respondent's license shall not be renewed until the cost recovery has been paid in full or Respondent is otherwise in compliance with a payment plan approved by the Bureau.

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9. **Provision of Records.** Respondent shall provide specific records for Bureau inspection as required.

10. **Evidence of Knowledge.** Respondent shall provide evidence satisfactory to the Bureau that the licensee and all employees are knowledgeable in the laws and regulations governing the funeral industry, if deemed necessary by the policy chief or Bureau director.

11. **Ethics.** Within 30 days of the effective date of this decision, Respondent shall submit for prior Bureau approval a course of ethics which will be completed within the first year of probation.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Ashley Posner, Esq. I understand the stipulation and the effect it will have on my Funeral Establishment License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: _____

SOLOMONS MORTUARY, WILLIE SOLOMON, Sr., MANAGER,

WILLIE SOLOMON, Sr.
Respondent

I have read and fully discussed with Respondent Solomons Mortuary, Willie Solomon, Sr., Manager, and Willie Solomon, Sr., the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 9-23-16

Ashley Posner, Esq.
Attorney for Respondent

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DATED: 9-23-16

SOLOMONS MORTUARY, WILLIE SOLOMON, Sr., MANAGER,

WILLIE SOLOMON, Sr.
Respondent

I have read and fully discussed with Respondent Solomons Mortuary, Willie Solomon, Sr., Manager, and Willie Solomon, Sr., the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 9-23-16

Ashley Posner, Esq.
Attorney for Respondent

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ENDORSEMENT

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

Dated: 9/23/16

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General

SHAWN P. COOK
Deputy Attorney General
Attorneys for Complainant

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