

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

In the Matter of the Accusation Against:

**ADVANCED CARE FUNERAL AND
CREMATION SERVICES
ANDREW WAYNE REEL, Manager**

and

ANDREW WAYNE REEL
Funeral Director License No. FDR 2450
Cemetery Manager License No. CEM 239
Crematory Manager License No. CRM 366

Respondents.

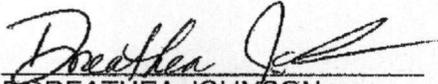
Case No. A1 2012 369

DECISION

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

This Decision shall become effective JANUARY 31, 2014.

DATED: JAN 16 2014


DORATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

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Attorney General of California
2 JANICE K. LACHMAN
Supervising Deputy Attorney General
3 JEFFREY M. PHILLIPS
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7 *Attorneys for Complainant*

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

11 In the Matter of the Accusation Against:

Case No. A1 2012 369

12
13 **ADVANCED CARE FUNERAL AND**
CREMATION SERVICES,
14 **ANDREW WAYNE REEL, Manager**

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

15 **and**

16 **ANDREW WAYNE REEL,**
Funeral Director License No. FDR2450,
17 **Cemetery Manager License No. CEM239,**
18 **Crematory Manager License No. CRM366**

19 Respondents.

20
21 **IT IS HEREBY STIPULATED AND AGREED** by and between the parties to the above-
22 entitled proceedings that the following matters are true:

23 **PARTIES**

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

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

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

6 CIRCUMSTANCES IN MITIGATION

7 9. Respondent Reel maintains that J. Morris Company made direct arrangements with
8 Sharer-Nightingale Funeral Chapel (Nightingale; Establishment License No. FD-912) to provide
9 embalming services on behalf of Advanced Care and transported decedents to and from
10 Nightingale's embalming facility for eventual storage at J. Morris Company after completion of
11 the embalming process. Once Respondent Reel became aware that human remains that had been
12 entrusted to Advanced Care were being left in storage at the J. Morris Company and not being
13 properly disposed of, Respondent Reel made cremation and/or funeral arrangements at his own
14 expense and provided for the proper disposition of these human remains.

15 CULPABILITY

16 10. Respondent admits the truth of each and every charge and allegation in Accusation
17 No. A1 2012 369, as to paragraphs one through twenty-one and twenty-three to thirty-four.

18 11. Respondent agrees that his Funeral Establishment License is subject to discipline and
19 he agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order
20 below.

21 RESERVATION

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

26 CONTINGENCY

27 13. This stipulation shall be subject to approval by the Director of Consumer Affairs or
28 his designee. Respondent understands and agrees that counsel for Complainant and the staff of

1 the Cemetery and Funeral Bureau may communicate directly with the Director and staff of the
2 Department of Consumer Affairs regarding this stipulation and settlement, without notice to or
3 participation by Respondent. By signing the stipulation, Respondent understands and agrees that
4 he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director
5 considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and
6 Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for
7 this paragraph, it shall be inadmissible in any legal action between the parties, and the Director
8 shall not be disqualified from further action by having considered this matter.

9 14. The parties understand and agree that facsimile copies of this Stipulated Settlement
10 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
11 effect as the originals.

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

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

21 **DISCIPLINARY ORDER**

22 IT IS HEREBY ORDERED that Funeral Director License No. FDR2450, Cemetery
23 Manager License No. CEM239, and Crematory Manager License No. CRM366 issued to
24 Respondent Andrew Wayne Reel are revoked. However, the revocation is stayed and
25 Respondent is placed on probation for five (5) years as to Cemetery Manager License No.
26 CEM239 and Crematory Manager License No. CRM366, on the following terms and conditions.
27 Funeral Director License No. FDR2450 issued to Respondent will remain revoked.

28 1. **Actual Suspension.** Cemetery Manager License No. CEM239 and Crematory

1 Manager License No. CRM366 issued to Respondent Andrew Wayne Reel is suspended for one
2 (1) year from the October 9, 2012 date of the Interim Order of Suspension to October 8, 2013.
3 Respondent shall not mislead consumers or prospective customers regarding the reasons for
4 suspension.

5 2. **Obey All Laws.** Respondent shall comply with all conditions of probation and obey
6 all federal, state and local laws, and all rules and regulations governing the programs regulated by
7 the department.

8 //

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

15 4. **Interview with Department Representative.** As necessary, Respondent shall
16 appear in person for scheduled interviews with the director or other designated representative for
17 the purpose of monitoring compliance with the terms of this decision.

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

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

26 7. **Violation of Probation.** Should Respondent violate probation in any respect, the
27 director of the Department of Consumer Affairs, after giving Respondent notice and an
28 opportunity to be heard, may revoke probation and carry out the disciplinary order which was

1 stayed. If an Accusation or Petition to Revoke Probation is filed against Respondent during
2 probation, the department shall have continuing jurisdiction until the matter is final, and the
3 probation shall be extended until the matter is final.

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

9 **9. Cost Recovery.** Respondent shall pay the department's actual and reasonable costs
10 of investigation and enforcement of this matter in the amount of \$1,551.25. Said amount shall be
11 paid six (6) months prior to the termination from probation. Probation shall not terminate until
12 full payment has been made. Respondent's license shall not be renewed until the cost recovery
13 has been paid in full or Respondent is otherwise in compliance with a payment plan approved by
14 the department

15 **10. Notification to Clients.** Respondent shall provide prospective clients with a copy of
16 the decision before rendering services that require licensure, during the period of probation.
17 Upon request, Respondent shall provide the department with proof of providing a copy of said
18 decision to prospective clients.

19 **11. Limitation of Duties.** Respondent shall not perform or practice in any capacity that
20 requires a Cemetery Manager License or Crematory Manager License No. CRM366 for one year,
21 until October 8, 2013, since these licenses are suspended. Respondent shall not act in any
22 capacity that requires a funeral director's license, since this license is revoked. Respondent shall
23 submit proof satisfactory to the department of this term of probation, upon request.

24 **12. Provision of Records.** Respondent shall provide specific records for department
25 inspection as required, upon request.

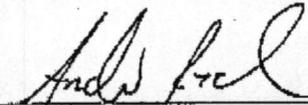
26 **13. Community Service.** After the first year of suspension, and 30 days prior to the
27 October 8, 2013 termination of suspension date, Respondent shall submit to the Department, for
28 its approval, a community service program for the second through fifth year of probation in which

1 Respondent shall provide volunteer services on a regular basis to a non-profit community or
 2 charitable facility or agency for at least twelve (12) hours per year over the second through fifth
 3 years of probation, totaling 48 hours. Such community service shall be cemetery, or crematory
 4 related, but not funeral related. Respondent shall not provide any community service during the
 5 suspension period from October 9, 2012 to October 8, 2013.

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

9 ACCEPTANCE

10 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
 11 stipulation and the effect it will have on my Funeral Establishment License. I enter into this
 12 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree
 13 to be bound by the Decision and Order of the Director of Consumer Affairs.

14 DATED: 11/01/2013 
 15 ANDREW WAYNE REEL, Respondent

16
 17
 18 ENDORSEMENT

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

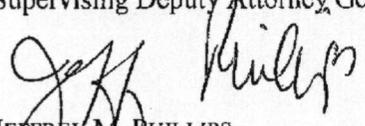
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Dated: 2/1/13

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JANICE K. LACHMAN
Supervising Deputy Attorney General



JEFFREY M. PHILLIPS
Deputy Attorney General
Attorneys for Complainant

SA2012107948
Reel revised stipulation.docx

Exhibit A

Accusation No. A1 2012 369

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8 **BEFORE THE**
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10 **FOR THE CEMETERY AND FUNERAL BUREAU**
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. A1 2012 369

12 **ADVANCED CARE FUNERAL AND**
13 **CREMATION SERVICES,**
14 **DALE ODOM, Owner,**
15 **ANDREW WAYNE REEL, Manager**
16 **Funeral Establishment License No. FD 2044**

ACCUSATION

16 and

17 **ANDREW WAYNE REEL,**
18 **Funeral Director License No. FDR2450,**
19 **Cemetery Manager License No. CEM239,**
20 **Crematory Manager License No. CRM366**

Respondents.

21 Complainant alleges:

22 PARTIES

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

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 a) A licensed funeral establishment is a place of business conducted in a
2 building or separate portion of a building having a specific street address or location
3 and devoted exclusively to those activities as are incident, convenient, or related to
4 the preparation and arrangements, financial and otherwise, for the funeral,
5 transportation, burial or other disposition of human remains and including, but not
6 limited to, either of the following:

7 (1) A suitable room for the storage of human remains.

8 (2) A preparation room equipped with a sanitary flooring and necessary
9 drainage and ventilation and containing necessary instruments and supplies for the
10 preparation, sanitation, or embalming of human remains for burial or transportation.

11 8. Section 7616.2 of the Code states: "A licensed funeral establishment shall at all times
12 employ a licensed funeral director to manage, direct, or control its business or profession."

13 9. Title 16, California Code of Regulations, section 1204, states, in pertinent part:

14 (a) Any person, association, partnership, corporation or other organization
15 licensed and conducting business as a funeral establishment shall designate a licensed
16 funeral director to manage the establishment, and shall report the designation to the
17 bureau within ten (10) days of the effective date of the designation.

18 (b) The designated managing licensed funeral director of a licensed
19 funeral establishment shall be responsible for exercising such direct supervision and
20 control over the conduct of said funeral establishment as is necessary to ensure full
21 compliance with the Funeral Directors and Embalmers Law, the provisions of this
22 chapter and the applicable provisions of the Health and Safety Code.

23 10. Section 7685.2 of the Code requires that a funeral director provide a written contract
24 that includes the itemization of all charges, prior to furnishing any services.

25 11. Title 16, California Code of Regulations, section 1214, states that "human remains
26 shall not be embalmed without the express authorization of a person having the legal right to
27 control disposition of the remains."

28 12. 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."

13. Section 7699 of the Code states: "Aiding or abetting an unlicensed person to practice
funeral directing or embalming constitutes a ground for disciplinary action."

1 20. On or about August 31, 2012, the Cemetery and Funeral Bureau received a complaint
2 from John Morris, owner of J. Morris Company, Inc. ("J. Morris"), that Advanced Care failed to
3 carry out the disposition of seven (7) deceased human remains. J. Morris is a mortuary
4 transportation business that provides removal, short-term storage (via refrigeration), and delivery
5 services to funeral directors and is not regulated as an actual funeral establishment. Mr. Morris
6 also alleged that Jermaine Odom abandoned human remains, thereby causing decomposition.

7 21. There is currently no preparation or holding facility of record for Respondent
8 Advanced Care, since Lind Brothers Mortuary canceled their facility agreement for preparation
9 (embalming) and holding (refrigerated storage) on July 7, 2011.

10 22. Respondent Advanced Care had made arrangements with Robert Sharer (Bureau
11 License Nos. EMB-5807, FDR-632) of Sharer-Nightingale Funeral Chapel (Nightingale;
12 Establishment License No. FD-912) to provide embalming services on behalf of Respondent
13 Advanced Care. J. Morris and/or Nightingale transported decedents to Nightingale's embalming
14 facility and then transported decedents back to J. Morris for storage of the body after completion
15 of the embalming process. J. Morris would then bill Advanced Care for the embalming.
16 Nightingale was not a Bureau-approved preparation facility for Advanced Care.

17 23. J. Morris had been providing storage for Advanced Care since May 2012, but was not
18 a Bureau-approved storage facility. Prior to contacting the Bureau on August 31, 2012, J. Morris
19 had made numerous phone calls to Jermaine Odom as well as calls to Respondent Dale Odom,
20 about the disposition of human remains that were in storage at J. Morris, but these calls were not
21 answered and never returned. Advanced Care had not been paying the accounts due to J. Morris
22 and both Jermaine Odom and Respondent Dale Odom were avoiding any contact with J. Morris
23 and had abandoned human remains at their storage facility.

24 24. Decedent Westmoreland died on or about June 24, 2012 and was picked up on or
25 about June 24, 2012 by J. Morris at the direction of Jermaine Odom, manager of Advanced Care.
26 As of September 1, 2012, no certificate of death has been filed with the Electronic Death
27 Registration System ("EDRS") or the county health department. As of September 1, 2012, no
28 disposition permit has been issued. On or about September 4, 2012, a representative from the

1 Bureau traveled to J. Morris and observed decedent Westmoreland's human remains in a state of
2 decomposition that contained the formation of fly larva.

3 25. Decedent Cervantes died on or about August 14, 2012 and was picked up by J. Morris
4 at the direction of Jermaine Odom, manager of Advanced Care on or about August 14, 2012. As
5 of September 1, 2012, no certificate of death has been filed with the EDRS or the county health
6 department. As of September 1, 2012, no disposition permit has been issued. On or about
7 September 4, 2012, a representative from the Bureau traveled to J. Morris and observed decedent
8 Cervantes's human remains in a state of decomposition. As of September 4, 2012, the family
9 members of decedent Cervantes have not received the certificate of death, as promised by
10 Jermaine Odom.

11 26. Decedent Horne died on or about July 23, 2012. On or about July 29, 2012, Jermaine
12 Odom contacted J. Morris to transport decedent Horne and to have the decedent embalmed by
13 Mr. Sharer. On September 4, 2012, Sacramento County Coroner Gregory Wyatt verified that
14 decedent Horne had been a Sacramento Coroner's case and that the death certificate was attested
15 and the body was released to Advanced Care on or about July 28, 2012, but that a disposition
16 permit had not yet been issued for decedent Horne as of September 4, 2012. Decedent Horne's
17 file contained a signed embalming authorization, but the embalming authorization failed to
18 indicate the location of embalming. Although Respondent Advanced Care had received payment
19 for the preparation and disposition of Decedent Horne, Respondent Advanced Care did not
20 provide a written contract for services. On or about September 4, 2012, a representative from the
21 Bureau traveled to J. Morris and observed decedent Horne in a state of decomposition that
22 contained mold and fly larva.

23 27. Decedent Vaughn died on or about July 26, 2012 and was picked up by J. Morris at
24 the direction of Jermaine Odom, manager of Advanced Care, on or about August 1, 2012.
25 Jermaine Odom contacted J. Morris on or about August 1, 2012 to transport decedent Vaughn to
26 J. Morris for storage and then contacted J. Morris on August 7, 2012 to confirm that Mr. Sharer of
27 Nightingale would perform the embalming. As of September 1, 2012, no disposition permit has
28 been issued. As of September 1, 2012, no certificate of death has been filed with the EDRS or the

1 county health department. Decedent Vaughn's file contains a contract dated July 31, 2012,
2 signed by Jermaine Odom as funeral director. The embalming authorization failed to state the
3 actual location of embalming for Decedent Vaughn. On or about September 4, 2012, a
4 representative from the Bureau traveled to J. Morris and observed decedent Vaughn was
5 embalmed and in a state of decomposition, containing mold and fly larva.

6 28. Decedent Warner died on or about August 3, 2012 and was picked up by J. Morris at
7 the direction of Jermaine Odom, manager of Advanced Care, on or about August 8, 2012. As of
8 September 1, 2012, no disposition permit has been issued. As of September 1, 2012, no
9 certificate of death had been filed with the EDRS or the county health department. On or about
10 September 4, 2012, a representative from the Bureau traveled to J. Morris and observed decedent
11 Warner was embalmed but contained fly larva.

12 29. Decedent Jurgensen died on or about August 23, 2012 and was picked up by J. Morris
13 at the direction of Jermaine Odom, manager of Advanced Care, on or about August 23, 2012.
14 The Jurgensen file contains a signed contract dated August 24, 2012, signed by Jermaine Odom
15 as funeral director. The embalming authorization failed to indicate the location for preparation or
16 storage of Decedent Jurgensen. The declaration for disposition indicated that the decedent was to
17 be cremated at Camellia Memorial Lawn, but did not provide a phone number or other contact
18 information. As of October 8, 2012, the family members of decedent Jurgensen have not
19 received the certificates of death, as promised by Jermaine Odom.

20 30. Decedent Reyes died on or about August 4, 2012 and was picked up by J. Morris at
21 the direction of Jermaine Odom, manager of Advanced Care on or about August 11, 2012.
22 Funeral arrangements were made by Respondent Advanced Care on or about August 6, 2012.
23 However, the death certificate and disposition permit were not filed with the health department by
24 Respondent Advanced Care until August 31, 2012, which required the family members to have
25 the memorial service continued to a new date, on two occasions. Decedent Reyes' authorization
26 for embalming indicated that "the decedent will be transported to the following license funeral
27 establishment: Crossroads Family Final Care, 1001 Nichols Drive, Rocklin, CA 95765."
28 However, the decedent was embalmed at Sharer-Nightingale Funeral Chapel.

1 31. On or about September 5, 2012, Jermaine Odom met with a representative of the
2 Bureau at the business offices of Advanced Care in order to provide the Bureau with requested
3 files and documents pertaining to the above-referenced decedents. Jermaine Odom stated that he
4 didn't have keys to get inside the offices of Advanced Care because he left his residence in a
5 hurry and forgot his keys. He also stated that he thought it might take too long to get the keys and
6 drive back. Jermaine Odom confirmed that he had been paid for each of the decedents, with the
7 exception of the decedent Westmoreland. Jermaine Odom also stated that all disposition permits
8 had been issued, except as to decedent Westmoreland, but that he couldn't print out the permits
9 because his computer wasn't working. Jermaine Odom stated that Advanced Care still had
10 approval for the storage of human remains at Lind Brothers. However, after he was informed that
11 the contract with Lind Brothers was cancelled in 2011 and that Respondent Advanced Care did
12 not have a licensed preparation or storage facility on file with the Bureau, Jermaine Odom stated
13 that he never received notification from Lind Brothers that the agreement was cancelled, then
14 later stated he did remember he received notification of the canceled contract, but that Lind
15 Brothers continued to allow Advanced Care to use their preparation and storage facilities and the
16 use of their chapel for services after the date of the contract was canceled. Jermaine Odom also
17 stated that Advanced Care was not handling the preparation and care of any other decedents other
18 than the above-referenced seven decedents.

19 32. Lind Brothers had not allowed Advanced Care to use their facilities after the
20 cancellation went into effect as of July 7, 2011.

21 33. On or about September 11, 2012, Respondent Reel confirmed that Advanced Care
22 was handling the preparation and care of decedent Lloyd Crapser and indicated that he had
23 obtained the disposition permit for decedent Crapser and was going to transport the human
24 remains to the crematory that day. A copy of the contract for the care and disposition of decedent
25 Crapser was signed by Jermaine Odom as funeral director on or about August 30, 2012.

26 34. On or about September 1, 2012, Mr. Sharer performed an embalming of decedent
27 Simeon Lewis on behalf of Respondent Advanced Care at the request of Jermaine Odom.

28 //

1 c. Respondents failed to obtain permits for disposition of the decedents' bodies within
2 eight (8) calendar days as required by Health and Safety Code section 103070.

3 FOURTH CAUSE FOR DISCIPLINE

4 (Fraud)

5 38. Respondent Advanced Care, Dale Odom owner, is subject to disciplinary action
6 under Code section 7692 for misrepresentation and/or fraud in the conduct of the business or the
7 profession of a funeral director, in that Advanced Care's agent, manager Jermaine Odom, made
8 the following false and/or misleading statements to a Bureau representative as alleged in
9 paragraphs 17 through 33, as follows:

10 a. On or about September 5, 2012, Jermaine Odom stated that all disposition
11 permits had been issued, except as to decedent Westmoreland, but that he couldn't print out the
12 permits because his computer wasn't working. However, the EDRS indicates that as of September
13 6, 2012, only two death certificates and two disposition permits had been issued, as to decedents
14 Reyes and Jurgensen, only.

15 b. On or about September 5, 2012, Jermaine Odom falsely stated that Advanced
16 Care was not handling any additional decedents besides the seven indicated in the original
17 complaint. However, Respondent Advanced Care had, in fact, taken on the responsibility to
18 dispose of two additional decedents: Crapser and Lewis.

19 c. On or about September 5, 2012, Jermaine Odom falsely stated that he was
20 never given notice by Lind Brothers about the cancellation of the shared use preparation and
21 storage contract. When confronted about the cancellation letter from Lind Brothers, Jermaine
22 Odom then stated that he had been notified about this cancellation, but then falsely stated that
23 Lind Brothers continued to allow Advanced Care to use Lind Brothers facility for storage,
24 preparation, and chapel services. In fact, as of July 7, 2011, Lind Brothers did not continue to
25 allow Advanced Care to use Lind Brothers' facilities.

26 d. Decedent Jurgensen's file contains a signed contract dated August 24, 2012,
27 signed by Jermaine Odom as funeral director, when he was not licensed. Decedent Vaughn's file
28 contains a contract dated July 31, 2012, signed by Jermaine Odom as funeral director, when he

1 was not licensed. Respondent Advanced Care's contract for the care and disposition of decedent
2 Crapser was signed on August 31, 2012, with Jermaine Odom signing as funeral director, when
3 he was not licensed.

4 FIFTH CAUSE FOR DISCIPLINE

5 (Failure to Maintain an Approved Storage and Preparation Facility)

6 39. Respondents Advanced Care, Dale Odom owner, and Andrew Reel are subject to
7 disciplinary action under Business and Professions Code section 7616 and Code of Regulations
8 (CCR), Title 16, sections 1223 and 1223.1 in that Advanced Care did not maintain a Bureau-
9 approved storage or preparation facility, as alleged in paragraphs 17 through 33.

10 a. Respondent's approved preparation and storage at Lind Brothers was cancelled
11 in writing effective July 7, 2011. Respondent Advanced Care does not have a preparation room
12 (e.g., embalming room) or storage facility (e.g. refrigerated storage). Respondent Advanced Care
13 does not currently have a Bureau-approved preparation and storage facility and has not had one
14 since July 7, 2011.

15 b. Respondent Advanced Care used Crossroads for preparation and storage, but
16 this facility was not approved by the Bureau.

17 c. Respondent Advanced Care used J. Morris Company, Inc. for storage, but this
18 facility was not approved by the Bureau.

19 d. Respondent Advanced Care used Sacramento Mortuary Transportation (SMT)
20 for storage, but this facility was not approved by the Bureau.

21 e. Respondent Advanced Care used Sharer-Nightingale for embalming services;
22 but this facility was not approved by the Bureau.

23 SIXTH CAUSE FOR DISCIPLINE

24 (Failure to Provide Written Contract for Services)

25 40. Respondents Advanced Care, Dale Odom owner, and Andrew Reel are subject to
26 disciplinary action under Code section 7685.2 for failing to provide a written or printed
27 memorandum or contract for services, as alleged in paragraphs 17 through 33.

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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 2044, issued to Dale Odom, Owner.

2. Revoking or suspending Funeral Director License Number FDR2450, Cemetery Manager License No. CEM239, and Crematory Manager License No. CRM366, issued to Andrew Wayne Reel,

3. Ordering Respondents Dale Odom and Andrew Reel 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;

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

DATED: October 24, 2012

Lisa M. Moore

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