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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 2015 85

12 **WILLIAM KENT SMITH,**  
13 **AKA KENT SMITH**  
14 **5111 Swamps Ct.**  
**Bakersfield, CA 93312**

**A C C U S A T I O N**

15 **Funeral Director License No. FDR 3164**

16 Respondent.

17  
18 Complainant alleges:

19 **PARTIES**

- 20 1. Lisa M. Moore (Complainant) brings this Accusation solely in her official capacity as  
21 the Bureau Chief of the Cemetery and Funeral Bureau, Department of Consumer Affairs.<sup>1</sup>  
22 2. On or about August 31, 2009, the Cemetery and Funeral Bureau issued Funeral  
23 Director License Number FDR 3164 to William Kent Smith, aka Kent Smith (Respondent). The  
24 Funeral Director License expired on August 31, 2015, and has not been renewed.

25  
26 <sup>1</sup> 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 JURISDICTION

2 3. This Accusation is brought before the Director of the Department of Consumer  
3 Affairs (Director) for the Cemetery and Funeral Bureau, under the authority of the following laws.

4 All section references are to the Business and Professions Code unless otherwise indicated.

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

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

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

18 7. Section 7707 of the Code provides that "gross negligence, gross incompetence, or  
19 unprofessional conduct" in the practice of funeral directing constitutes a ground for disciplinary  
20 action.

21 COST RECOVERY

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

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1 FACTUAL SUMMARY

2 9. At all times relevant to the charges brought herein, Respondent was employed as a  
3 funeral director at Basham Funeral Care (BFC), located in Bakersfield, California. On or about  
4 January 27, 2015, Respondent resigned from BFC in lieu of termination. On or about February  
5 16, 2015, BFC filed a complaint against Respondent with the Bureau. The complaint alleged that  
6 Respondent received cash from BFC's customers that was intended to pay for preneed funeral  
7 arrangements and merchandise. Respondent never gave the money to the funeral establishment.  
8 The Bureau's investigation revealed the following.

9 Victim L.M.

10 10. On or about September 26, 2013, Respondent executed a preneed funeral agreement  
11 with L.M. for prearranged funeral services for L.M.'s grandmother, B.S., and an application for  
12 group life insurance with Great Western Insurance Company (Great Western) with B.S. as the  
13 insured. The proceeds of the insurance policy were assigned to BFC to pay BFC for the  
14 prearranged funeral services upon the insured's death pursuant to the preneed funeral agreement.  
15 The price of the policy was \$2,865. L.M. paid Respondent \$2,000 cash, leaving a balance of  
16 \$856. Respondent told L.M. that Great Western would send her something in the mail that would  
17 tell her how much the payments would be to pay off the remaining \$865.00 for the policy and  
18 where to send the money.

19 11. After waiting several months and not hearing from Great Western, she contacted  
20 Great Western directly. Great Western advised her that it did not have any record of an insurance  
21 policy for B.S. L.M. contacted Respondent. Respondent told her that she still owed \$865.00 and  
22 she could drop it off at BFC. L.M. took a check for \$856 into BFC and left it with a secretary.

23 12. Soon thereafter L.M. received a letter purportedly from Great Western stating that  
24 B.S.' policy was paid in full and that if she had any questions, she should contact Respondent.  
25 However, the letter was fraudulent. Respondent fraudulently created the letter from Great  
26 Western to hide the fact that Respondent never turned in L.M.'s agreement, insurance application,  
27 or money to BFC or to Great Western.

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1           **Victim B.P.**

2           13.   On or about September 5, 2013, Respondent executed a preneed funeral agreement  
3 with B.P. for prearranged funeral services for his wife, M.P. B.P. paid \$3,900.00 cash to  
4 Respondent.

5           14.   On or about October 26, 2014, M.P. died. On or about October 27, 2014, Respondent  
6 sold B.P. a headstone for M.P. B.P. paid \$1,464.00 cash to Respondent.

7           15.   On or about December 2, 2014, B.P. requested an upgrade to the headstone because  
8 the cemetery would not accept the original size. B.P. paid \$400.00 cash to Respondent to upgrade  
9 the headstone to a larger size.

10          16.   Respondent never turned in B.P.'s agreement or money to BFC.

11           **Victims J.R. and M.R.**

12          17.   On or about March 14, 2011, Respondent executed a Preneed Funeral Agreement and  
13 Assignment with J.R., for prearranged funeral services for J.R., and an enrollment form for group  
14 life insurance with Homesteaders Life Company with J.R. as the insured. On or about March 14,  
15 2011, J.R. signed and put his home address on both agreements. The Preneed Funeral Agreement  
16 and Assignment provides that the agreement will be funded by the assignment of life insurance  
17 benefits. The price of the policy was \$5,000. J.R. selected a single payment plan for the policy  
18 and paid \$5,000.00 cash to Respondent to pay for the policy in full. Respondent did not turn in  
19 J.R.'s agreements or money to BFC or to Homesteaders Life Company.

20          18.   On or about March 14, 2011, Respondent executed a Preneed Funeral Agreement and  
21 Assignment with M.R., for prearranged funeral services for M.R., and an enrollment form for  
22 group life insurance with Homesteaders Life Company, with M.R. as the insured. On or about  
23 March 14, 2011, M.R. signed and put her home address on both agreements. The Preneed  
24 Funeral Agreement and Assignment provides that the agreement will be funded by the assignment  
25 of life insurance benefits. The price of the policy was \$5,000. M.R. selected a single payment  
26 plan and paid \$5,000.00 cash to Respondent to pay for the policy in full. Respondent did not turn  
27 in M.R.'s agreements or money to BFC or to Homesteaders Life Company.

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1           19. On or about June 8, 2011, Respondent re-wrote the preneed funeral agreements and  
2 the life insurance enrollment forms for J.R. and M.R. Respondent executed and forged J.R.'s and  
3 M.R.'s signatures on the fraudulent documents. In the fraudulent enrollment forms, J.R. and  
4 M.R. purportedly selected to pay for their policies by a five year monthly installment plan, rather  
5 than the single payment plan of \$5,000 for each plan. Respondent wrote his home address on the  
6 agreements, instead of J.R.'s and M.R.'s home address. Respondent submitted the fraudulent  
7 enrollment forms to Homesteaders Life Company. Respondent paid the first few premium  
8 payments on both policies and then allowed the policies to lapse.

9           20. On or about July 14, 2011, Homesteaders Life Company sent correspondence to J.R.  
10 and M.R. about their policies; however, the correspondence was sent to Respondent's home  
11 address. The correspondence indicates that both M.R. and J.R. selected a multiple payment plan,  
12 rather than a single payment plan, and provides details about their payment plans.

13           21. On or about October 20, 2011, Respondent sent correspondence to J.R. and M.R.  
14 misrepresenting that their life policies for \$5,000.00 were created and paid for in full, that the  
15 policies cover complete burial expenses, and that \$1,527.29 would be used towards the purchase  
16 of a plot at a cemetery.

17           **Victims E.C. and J.C.**

18           22. On or about May 16, 2012, Respondent executed a preneed funeral agreement with  
19 E.C., for prearranged funeral services for her father, J.C. The price was \$3,267.65, to which E.C.  
20 and J.C. made payments.

21           23. On or about May 16, 2012, E.C. paid \$1,100.00 cash to Respondent. On or about  
22 June 1, 2012, J.C. paid \$400.00 cash to C. Ambriz, another employee of BFC. On or about July  
23 4, 2012, J.C. paid \$300.00 cash to Respondent. On or between August 4, 2012, and December 4,  
24 2012, J.C. made five more cash payments to employees of BFC. The payments totaled  
25 approximately \$3,260.00.

26           24. Respondent never turned in the agreement or money to BFC.

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1 FIRST CAUSE FOR DISCIPLINE

2 (Fraud or Misrepresentation)

3 25. Respondent is subject to disciplinary action under sections 7686 and 7692 of the  
4 Code, in that he committed acts which constitute misrepresentation or fraud in the practice of  
5 funeral directing. The allegations contained in paragraphs 9 through 24, above, are incorporated  
6 by reference as if fully set forth.

7 SECOND CAUSE FOR DISCIPLINE

8 (Unprofessional Conduct)

9 26. Respondent is subject to disciplinary action under sections 7686 and 7707 of the  
10 Code, in that he committed acts which constitute unprofessional conduct. The allegations  
11 contained in paragraphs 9 through 24, above, are incorporated by reference as if fully set forth.

12 PRAYER

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

- 15 1. Revoking or suspending Funeral Director License Number FDR 3164, issued to
- 16 William Kent Smith, aka Kent Smith;
- 17 2. Ordering William Kent Smith to pay the Cemetery and Funeral Bureau the reasonable
- 18 costs of the investigation and enforcement of this case, pursuant to Business and Professions Code
- 19 section 125.3;
- 20 3. Taking such other and further action as deemed necessary and proper.

21  
22  
23 DATED:

February 9, 2010

*Lisa M. Moore*

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

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