

1 KAMALA D. HARRIS
Attorney General of California
2 ARMANDO ZAMBRANO
Supervising Deputy Attorney General
3 NANCY A. KAISER
Deputy Attorney General
4 State Bar No. 192083
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 897-5794
6 Facsimile: (213) 897-2804
Attorneys for Complainant
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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 and Petition to
12 Revoke Probation Against:

Case No. A1 2013 229

13 **EVERGREEN MEMORIAL CARE, INC. DBA**
14 **EVERGREEN CEMETERY; GLENN WONG,**
15 **PRESIDENT; TONY SOO HOO, RMO**
204 North Evergreen Avenue
15 Los Angeles, CA 90033
16 **Certificate of Authority License No. COA 524**

ACCUSATION AND PETITION TO
REVOKE PROBATION

17 and

18 **TONY SOO HOO**
204 North Evergreen Avenue
18 Los Angeles, CA 90033
19 **Cemetery Manager License No. CEM 251**

20 Respondents.
21

22 Complainant alleges:

23 **PARTIES**

24 1. Lisa Moore (Complainant) brings this Accusation and Petition to Revoke Probation
25 solely in her official capacity as the Bureau Chief of the Cemetery and Funeral Bureau,
26 Department of Consumer Affairs.¹

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

(continued...)

1 2. On or about September 1, 1994, the Cemetery and Funeral Bureau, Department of
2 Consumer Affairs (Bureau), issued Certificate of Authority License Number COA 524 to
3 Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo,
4 RMO (Respondent Evergreen), for operation of Evergreen Cemetery, an existing cemetery
5 located at 204 North Evergreen Avenue, Los Angeles, California (Evergreen Cemetery or the
6 cemetery). The Certificate of Authority License was in full force and effect at all times relevant
7 to the charges brought herein and will expire on January 1, 2015, unless renewed.

8 3. On or about September 1, 1994, the Bureau issued Certificate of Authority Number
9 525 to Evergreen Memorial Care, Inc. dba Woodlawn Cemetery, for operation of Woodlawn
10 Cemetery, an existing cemetery located at 1715 Greenleaf Boulevard, Compton, California
11 (Woodlawn Cemetery). Certificate of Authority Number 525 was revoked on March 22, 2001.

12 4. On or about December 27, 2004, the Bureau issued Cemetery Manager License
13 Number CEM 251 to Tony Soo Hoo (Respondent Soo Hoo). The Cemetery Manager License
14 was in full force and effect at all times relevant to the charges brought herein and will expire on
15 December 31, 2014, unless renewed.

16 5. In a disciplinary action entitled "*In the Matter of the Accusation and First Amended*
17 *Petition to Revoke Probation Against: Evergreen Memorial Care, Inc. dba Evergreen Cemetery,*
18 *COA No. 524, and Tony Soo Hoo, Cemetery Manager License No. CEM 251,* Cemetery and
19 Funeral Bureau Case No. I-2017, the Director of Consumer Affairs, Department of Consumer
20 Affairs on behalf of the Bureau, issued a Decision and Order effective March 10, 2010, in which
21 Respondent Evergreen's Certificate of Authority License to operate Evergreen Cemetery No. 524
22 and Respondent Soo Hoo's Cemetery Manager License No. CEM 251 were revoked. However,
23 the revocations were stayed and Respondent Evergreen's Certificate of Authority License and
24 Respondent Soo Hoo's Cemetery Manager License were placed on probation for four (4) years
25
26

27 Board and the Board of Funeral Directors and Embalmers, and consolidated the functions into the
28 Cemetery and Funeral Programs. Effective January 1, 2001, the regulatory agency is designated
as the Cemetery and Funeral Bureau.

1 with certain terms and conditions. A copy of that Decision and Order is attached as **Exhibit A**
2 and is incorporated by reference.

3 **JURISDICTION AND STATUTORY PROVISIONS FOR ACCUSATION**

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

7 7. Section 477 states, in part:

8 “(a) ‘Board’ includes ‘bureau,’ ‘commission,’ ‘committee,’ ‘department,’ ‘division,’
9 ‘examining committee,’ ‘program,’ and ‘agency.’

10 “(b) ‘License’ includes certificate, registration or other means to engage in a business
11 or profession regulated by this code.”

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

16 9. Section 9725 states:

17 "Upon grounds provided in this article [Article 6 (commencing with section 9725)], and the
18 other articles of this act [the Cemetery Act], the license of any cemetery licensee and the
19 certificate of authority of any cemetery corporation may be revoked or suspended in accordance
20 with the provisions of this article."

21 10. Section 9725.1 states:

22 “Unprofessional conduct by any licensee or registrant or by any agent or employee of a
23 licensee or registrant constitutes grounds for disciplinary action. Unprofessional conduct includes,
24 but is not limited to, the following:

25 “(a) Violating or attempting to violate, directly or indirectly, or assisting in or abetting the
26 violation of this chapter and any regulation adopted thereunder, or of any federal or state law or
27 regulation governing the disposition of human remains, operation of cemeteries or crematories,
28 the sale of cemetery property, or the sale of crematory services or commodities.

1 “(b) Negligence in performing any act related to the operation of a cemetery or crematory.”

2 11. California Code of Regulations, title 16, section 2333 states:

3 “(a) Every endowment care cemetery shall have cemetery maintenance standards to ensure
4 the property is kept in a condition so as to prevent the cemetery's offensive deterioration. The
5 cemetery maintenance standards shall be in accordance with either subdivision (b) or subdivision
6 (c) of this Section.

7 “(b) Each endowment care cemetery shall perform, at a minimum, the following
8 maintenance on its cemetery property:

9 ...

10 (3) Provide a sufficient supply of water to keep cemetery grass and plants as green as
11 seasonally possible in accordance with natural terrain, availability of water, and local or county
12 ordinances regarding water use.

13 (4) Repair or restore improvements, structures and fences on the property which are owned
14 by the cemetery.

15 ...

16 “(c) An endowment care cemetery may establish written rules and regulations in
17 accordance with Health and Safety Code Section 8300. At a minimum, the rules and regulations
18 addressing maintenance of the cemetery's property shall include its lots, graves, grounds,
19 landscaping, roads, paths, parking lots, fences, mausoleums, columbaria, vaults, crypts, utilities,
20 and other improvements, structures, and embellishments.

21 ...

22 “(f) The cemetery contract shall include a statement notifying consumers that maintenance
23 standards are available for inspection at the cemetery office. Upon the consumer(s)' request, the
24 cemetery shall provide, for the consumer(s)' retention, a written copy of their maintenance
25 standards.”

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1 COST RECOVERY

2 12. Section 125.3, subdivision (a), states, in part:

3 "Except as otherwise provided by law, in any order issued in resolution of a disciplinary
4 proceeding before any board within the department . . . upon request of the entity bringing the
5 proceedings may request the administrative law judge may direct a licentiate found to have
6 committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable
7 costs of the investigation and enforcement of the case."

8 ACCUSATION

9 FACTUAL SUMMARY

10 13. Evergreen Cemetery is a corporately owned, private cemetery, located in Los
11 Angeles, California. Evergreen Cemetery's manager of record is Respondent Soo Hoo.

12 14. On or about September 25, 2013, the Bureau received a complaint from J.K. alleging
13 that Respondent Evergreen fails to properly maintain the cemetery property, specifically the
14 special care area in which his mother's remains are interred.

15 15. On or about November 1, 2013, the Bureau received a complaint from the Director of
16 Field Operations for Los Angeles County Supervisor Gloria Molina, alleging that Respondent
17 Evergreen is not irrigating the cemetery property properly in accordance with the watering
18 restriction imposed by the City of Los Angeles. The complaint included photographs taken on
19 November 1, 2013, which showed the cemetery's grass was brown and dry and the ground was so
20 dry that it appeared to be cracking.

21 16. On or about November 18, 2013, the Bureau received a complaint from Jose Huizar
22 (Huizar), a councilmember for the Fourteenth District, City of Los Angeles, against Respondent
23 Evergreen for failing to properly maintain the cemetery property, most noticeably failing to
24 irrigate. Huizar stated that the cemetery has become a blight in the Boyle Heights community.

25 17. The Bureau's investigation revealed the following:

26 a. Respondent Evergreen's maintenance standards declare that the licensee will
27 "provide a sufficient supply of water to keep cemetery grass and plants as green as seasonally
28

1 **SECOND CAUSE FOR DISCIPLINE**

2 **(General Unprofessional Conduct)**

3 19. The licenses of Respondents Evergreen and Soo Hoo are subject to disciplinary action
4 for unprofessional conduct pursuant to Section 9725.1, as described in paragraphs 14 through 18,
5 above.

6 **DISCIPLINE CONSIDERATIONS**

7 20. To determine the degree of discipline, if any, to be imposed on Respondents,
8 Complainant alleges the following:

9 21. On or about March 11, 2010, in a prior disciplinary action entitled *In the Matter of*
10 *Accusation Against Evergreen Memorial Care, Inc. dba Evergreen Cemetery, Certificate of*
11 *Authority No. 524, and Tony Soo Hoo, Cemetery Manager License No. CEM 251, Cemetery and*
12 *Funeral Bureau Case No. I-2017, Respondent Evergreen's Certificate of Authority No. 524 to*
13 *operate Evergreen Cemetery and Respondent Soo Hoo's Cemetery Manager License No. CEM*
14 *251 were revoked, with the revocation stayed and placed on four (4) years of probation pursuant*
15 *to a stipulated disciplinary action. The stipulated settlement is attached as Exhibit A. That*
16 *decision is now final and is incorporated by reference as if fully set forth.*

17 **Re: Respondent Evergreen Only**

18 22. On or about March 22, 2001, in a prior disciplinary action entitled *In the Matter of*
19 *Accusation Against Evergreen Memorial Care, Inc. dba Woodlawn Cemetery, Certificate of*
20 *Authority No. 525, and Evergreen Memorial Care, Inc. dba Evergreen Cemetery, Certificate of*
21 *Authority No. 524, Cemetery and Funeral Bureau Case No. I-2017, Evergreen Memorial Care*
22 *Inc.'s Certificate of Authority No. 525 to operate Woodlawn Cemetery was revoked, and its*
23 *Certificate of Authority No. 524 to operate Evergreen Cemetery was revoked, with the revocation*
24 *stayed and placed on five (5) years' probation pursuant to a stipulated disciplinary action. The*
25 *stipulated settlement is attached as Exhibit A. That decision is now final and is incorporated by*
26 *reference as if fully set forth.*

27 23. On or about November 1, 2001, in a criminal proceeding entitled *The People of the*
28 *State of California v. Evergreen Memorial Care, Inc., aka Woodlawn Cemetery*, in the Superior

1 Court of California, Los Angeles County, Case No. TA059473, Evergreen Memorial Care, Inc.,
2 was convicted on its plea of nolo contendere of violating Penal Code section 182(a)(1) (criminal
3 conspiracy), a felony, Health and Safety Code section 8113.5(a) (unlawful burial of multiple
4 bodies in single plot), a misdemeanor, and Health and Safety Code section 7103 (failure to inter
5 within reasonable time), a misdemeanor. Evergreen Memorial Care, Inc. was sentenced to two
6 years summary probation and ordered to pay fines and penalties of \$3,240, to pay restitution to
7 the Woodlawn Cemetery's endowment trust fund in the amount of \$96,760, and to transfer
8 ownership of Woodlawn Cemetery to an approved third party.

9 24. On or about September 23, 2011, in a prior action, the Bureau issued Citation
10 Number IC 2011 164 to Respondent Evergreen, Certificate of Authority No. 524, for violating
11 Business and Professions Code section 9650 and California Code of Regulations, Title 16,
12 Section 2388, subdivision (a) (failure to file annual endowment care fund report) and fined. That
13 Citation is now final and is incorporated by reference as if fully set forth.

14 25. On or about October 15, 2004, in prior actions, the Bureau issued Citation Numbers I
15 2004 194, I 2004 195, I 2004 196, and I 2004 197 to Respondent Evergreen, Certificate of
16 Authority No. 524, for violating Business and Professions Code section 9650 and California Code
17 of Regulations, Title 16, Section 2388, subdivision (a) (failure to file annual endowment care
18 fund report) and fined. Those Citations are now final and are incorporated by reference as if fully
19 set forth.

20 26. On or about November 21, 2003, in a prior action, the Bureau issued Citation Number
21 I 2003 189 to Respondent Evergreen, Certificate of Authority No. 524, for violating Health and
22 Safety Code section 7054.7 (cremating the remains of more than one person at the same time)
23 and fined. That Citation is now final and is incorporated by reference as if fully set forth.

24 27. On or about December 5, 2003, in a prior action, the Bureau issued Citation Number I
25 2003 195 to Respondent Evergreen, Certificate of Authority No. 524, for violating Business and
26 Professions Code section 9650 and California Code of Regulations, Title 16, Section 2388,
27 subdivision (a) (failure to file annual endowment care fund report) and fined. That Citation is now
28 final and is incorporated by reference as if fully set forth.

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PETITION TO REVOKE PROBATION

JURISDICTION FOR PETITION TO REVOKE PROBATION

28. This Petition to Revoke Probation is brought before the Director of Consumer Affairs, Department of Consumer Affairs, for the Cemetery and Funeral Bureau (Director) under Probation Term and Condition Number 6 of the Decision and Order *In the Matter of the Accusation and First Amended Petition to Revoke Probation against Evergreen Memorial Care, Inc., dba Evergreen Cemetery, Certificate of Authority No. 524 and Tony Soo Hoo, Cemetery Manager License No. CEM 251*, Case No. I-2017. That term and condition states:

“**Violation of Probation.** Should Respondents violate probation in any respect, the Director, after giving Respondents 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 Respondents during probation, the Director and Bureau shall have continuing jurisdiction until the matter is final, and the probation shall be extended until the matter is final.”

GROUND FOR REVOKING PROBATION

29. Grounds exist for revoking probation and reimposing the order of revocation of Respondent Evergreen’s Certificate of Authority and Respondent Soo Hoo’s Cemetery Manager License in that they failed to comply with the following probation conditions:

CAUSE TO REVOKE PROBATION

(Failure to Obey All Laws)

30. Respondent Evergreen’s probation is subject to revocation because it failed to comply with Probation Condition 1 (Obey All Laws), in that it failed to obey all laws, in that it violated Section 9725.1, in conjunction with California Code of Regulations, title 16, section 2333, as set forth in paragraphs 14 through 19, above.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters alleged in this Accusation and Petition to Revoke Probation, and that following the hearing, the Director of Consumer Affairs, Department of Consumer Affairs, issue a decision:

1. Revoking the probation that was granted by the Cemetery and Funeral Bureau in Case No. I-2017, effective March 10, 2010, and imposing the disciplinary order that was stayed thereby revoking Certificate of Authority License No. COA 524 issued to Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo, RMO;

2. Revoking the probation that was granted by the Cemetery and Funeral Bureau in Case No. I-2017, effective March 10, 2010, and imposing the disciplinary order that was stayed thereby revoking Cemetery Manager License Number CEM 251 issued to Tony Soo Hoo;

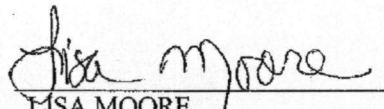
3. Revoking or suspending Certificate of Authority License No. COA 524, issued to Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo, RMO;

4. Revoking or suspending Cemetery Manager License Number CEM 251 issued to Tony Soo Hoo;

5. Ordering Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo, RMO and Tony Soo Hoo 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;

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

DATED: March 5, 2014


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

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Exhibit A

Decision and Order

Cemetery and Funeral Bureau Case No. I-20017

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

In the Matter of the Accusation Against:

EVERGREEN MEMORIAL CARE, INC.
DBA EVERGREEN CEMETERY
204 North Evergreen Avenue
Los Angeles, CA 90033

Certificate of Authority No. 524,

and,

TONY SOO HOO
204 North Evergreen Avenue
Los Angeles, CA 90033
Cemetery Manager License No. CEM 251,

Respondents.

Case No. I-2017

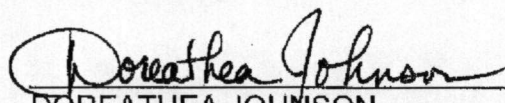
OAH No. 2009080871

DECISION

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

This Decision shall become effective MARCH 11, 2010.

IT IS SO ORDERED this 11th day of February, 2010.


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

1 EDMUND G. BROWN JR.
Attorney General of California
2 GREGORY J. SALUTE
Deputy Attorney General
3 NANCY A. KAISER
Deputy Attorney General
4 State Bar No. 192083
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 897-5794
6 Facsimile: (213) 897-2804
Attorneys for Complainant
7

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

12 In the Matter of the Accusation and First
Amended Petition to Revoke Probation
13 Against:

14 **EVERGREEN MEMORIAL CARE, INC.**
15 **DBA EVERGREEN CEMETERY**
204 North Evergreen Avenue
16 Los Angeles, CA 90033
Certificate of Authority No. 524

17 and

18 **TONY SOO HOO**
204 North Evergreen Avenue
19 Los Angeles, CA 90033
Cemetery Manager License No. CEM 251

20 Respondents.
21

Case No. I-2017

OAH No. L-2009080871

22 **STIPULATED SETTLEMENT AND**
23 **DISCIPLINARY ORDER**

24 In the interest of a prompt and speedy settlement of this matter, consistent with the public
25 interest and the responsibilities of the Cemetery and Funeral Bureau, Department of Consumer
26 Affairs, the parties hereby agree to the following Stipulated Settlement and Disciplinary Order
27 which will be submitted to the Director of the Department of Consumer Affairs for his approval
28 and adoption as the final disposition of the Accusation and First Amended Petition to Revoke
Probation.

1 Respondents timely filed their Notices of Defense contesting the Accusation and First Amended
2 Petition to Revoke Probation. A copy of the Accusation and First Amended Petition to Revoke
3 Probation No. I-2017 is attached as **Exhibit A** and incorporated herein by reference.

4 ADVISEMENT AND WAIVERS

5 7. Respondents have carefully read, fully discussed with counsel, and understand the
6 charges and allegations in the Accusation and First Amended Petition to Revoke Probation No. I-
7 2017. Respondents have also carefully read, fully discussed with counsel, and understand the
8 effects of this Stipulated Settlement and Disciplinary Order.

9 8. Respondents are fully aware of their legal rights in this matter, including the right to a
10 hearing on the charges and allegations in the Accusation and First Amended Petition to Revoke
11 Probation; the right to be represented by counsel at their own expense; the right to confront and
12 cross-examine the witnesses against them; the right to present evidence and to testify on their own
13 behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the
14 production of documents; the right to reconsideration and court review of an adverse decision;
15 and all other rights accorded by the California Administrative Procedure Act and other applicable
16 laws.

17 9. Respondents voluntarily, knowingly, and intelligently waive and give up each and
18 every right set forth above.

19 10. Without admitting the violations alleged in the Accusation and First Amended
20 Petition to Revoke Probation No. I-2017 and for the purpose of resolving the Accusation and First
21 Amended Petition to Revoke Probation No. I-2017 without the expense and uncertainty of further
22 proceedings in this matter, Respondents agree that, should Respondents come before the Bureau
23 and/or the Director in any further or future proceedings, all of the charges and allegations set forth
24 in the Accusation and First Amended Petition to Revoke Probation No. I-2017 shall be deemed
25 proven without the necessity of further proof by Complainant.

26 11. Respondent Evergreen agrees that its Certificate of Authority and Respondent Soo
27 Hoo agrees that his Cemetery Manager License are subject to discipline and they agree to be
28 bound by the Director's imposition of discipline as set forth in the Disciplinary Order below.

1 However, the revocations are stayed and Respondents are placed on probation for four (4) years
2 on the following terms and conditions.

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

6 2. **Quarterly Reports.** Respondents shall submit quarterly declarations under penalty
7 of perjury, in a format designated by the Bureau, stating whether or not Respondents have been in
8 compliance with all the conditions of probation. Respondents shall also submit such additional
9 written reports and verifications of actions requested by the Bureau. Should the final probation
10 reports not be made as directed, the period of probation shall be extended until such time as the
11 final reports are made. Respondent Evergreen's quarterly reports shall state, in detail, the actions
12 taken to actively pursue the sale or transfer of any and all interest in Woodlawn Cemetery,
13 pursuant to paragraph 14, below, of this stipulation and order, to a Bureau-approved individual or
14 entity who will subsequently obtain a new Certificate of Authority, if required by law.

15 3. **Interviews with Bureau Representative.** As necessary, Respondent Soo Hoo and
16 Respondent Evergreen's corporate officers, directors, licensed employees and any personnel who
17 perform any function related to the operation of the cemetery, or who deal with the public, shall
18 appear in person for scheduled interviews with the Bureau Chief or other designated
19 representative for the purpose of monitoring compliance with the terms of this decision.

20 4. **Out-of-State Residence or Operation.** Should Respondent Soo Hoo and/or
21 Respondent Evergreen's corporate officers or directors leave California to reside or operate
22 outside this state, he/she/they must notify the Bureau in writing of the dates of departure and
23 return. Reporting in person may be waived if said individuals move out of the state. However,
24 Respondents shall continue compliance with other terms of probation to retain California
25 licensure. Periods of residency, business operation or employment outside California shall not
26 reduce the probationary period.

27 5. **Completion of Probation.** Upon successful completion of probation, Respondents'
28 Certificate of Authority and Cemetery Manager License, as applicable, will be fully restored.

1 6. **Violation of Probation.** Should Respondents violate probation in any respect, the
2 Director, after giving Respondents notice and an opportunity to be heard, may revoke probation
3 and carry out the disciplinary order which was stayed. If an accusation or petition to revoke
4 probation is filed against Respondents during probation, the Director and Bureau shall have
5 continuing jurisdiction until the matter is final, and the probation shall be extended until the
6 matter is final.

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

12 8. **Cost Recovery.** Respondents shall pay the Bureau's actual and reasonable costs of
13 investigation and enforcement of this matter, as follows: Respondent Soo Hoo shall pay costs in
14 the amount of three thousand dollars (\$3,000) and Respondent Evergreen shall pay costs in the
15 amount of five thousand (\$5,000). Said amounts shall be paid pursuant to a payment plan
16 determined by the Bureau and shall be paid in full no later than six months prior to the end of
17 probation. Probation shall not terminate until full payment has been made. Respondents'
18 Certificate of Authority and Cemetery Manager License, as applicable, shall not be renewed until
19 the cost recovery has been paid in full or Respondents are otherwise in compliance with a
20 payment plan approved by the Bureau.

21 9. **Provision of Records.** Respondents shall provide specific records for Bureau
22 inspection as required.

23 10. **Evidence of Knowledge.** Within 60 days of the date of the decision, Respondents
24 shall provide evidence satisfactory to the Bureau that Respondent Evergreen's corporate officers,
25 corporate directors, licensed employees and any personnel who perform any function related to
26 the operation of the cemetery, or who deal with the public, are knowledgeable in the laws and
27 regulations governing the cemetery industry, and that the appointed third party administrator, as
28 described in paragraph 13, below, of this stipulation and order, has provided training in both

1 English and Spanish to the employees working at Evergreen Cemetery in the procedures to be
2 followed in preparing a grave site. As part of the training, Respondents shall give each employee
3 written procedures, in English, Spanish, and/or any other language to ensure employees
4 understand the procedures, on the proper procedures to follow when preparing a grave for burial
5 and discovering that the grave is already occupied. All employees of Respondent Evergreen shall
6 certify that they understand these procedures. Within 60 days of the decision date, Respondents
7 shall provide the Bureau with a copy of these written procedures and a copy of the certifications
8 by each employee that he/she understands the procedures. Respondents shall also implement a
9 daily record of all interments and shall make available upon request to any Bureau representative
10 or designee, all interment records and sales records of interment spaces or of interment rights.

11 11. **Plot Maps.** Respondents shall provide current maps to any Bureau representative, or
12 the Bureau's designee, upon request.

13 12. **Interment Procedures.** Respondents shall provide interment procedures to any
14 Bureau representative, or its designee, upon request, including but not limited to interment
15 records and the procedures used to maintain a record of plots sold, plots available for sale, and
16 plots where interments have already taken place.

17 13. **Third Party Oversight of Evergreen.** During the period of probation, Respondent
18 Evergreen shall retain at its sole expense a Bureau-approved third party administrator who will
19 provide general oversight to the cemetery and the designated cemetery manager to ensure
20 compliance with all laws and regulations governing cemetery practice. Prior to the effective date
21 of the decision, Respondent Evergreen shall inform the Bureau of the name of the proposed third
22 party administrator.

23 14. **Transfer of Woodlawn Cemetery.** Respondent Evergreen shall use its best efforts
24 to sell or transfer any and all interest in Woodlawn Cemetery to a Bureau pre-approved
25 transferee. Said transferee must meet the qualifications for and obtain a new Certificate of
26 Authority, if required by law. Woodlawn Cemetery may not be transferred or sold to any current
27 or former employee, officer or director of Evergreen Memorialcare, Inc., Evergreen Cemetery or
28 Woodlawn Cemetery or to any of their agents. Said transferee shall manage and maintain

1 Woodlawn Cemetery and make Woodlawn Cemetery available for public visitation. Said
2 transferee shall be responsible for providing reasonable and adequate maintenance for the
3 property including, but not limited to, care of the lawn, fences, road, buildings, mausoleum,
4 markers, watering of the grounds and repair of sprinkler and water systems as needed.

5 **15. Third Party Supervision of Woodlawn Pending Transfer.** Respondent shall
6 retain/maintain at its sole expense a Bureau-approved third party administrator to supervise
7 maintenance of Woodlawn Cemetery, until Woodlawn Cemetery is transferred or sold pursuant to
8 paragraph 14, above, of this stipulation and order, and a new certificate of authority is issued, if
9 required by law. Said third party administrator shall be responsible for reasonable and adequate
10 maintenance of Woodlawn Cemetery, including but not limited to, care of the lawn, fences, road,
11 buildings, mausoleum, markers, watering of grounds, and repair of sprinkler and water systems as
12 needed. Said third party administrator shall make Woodlawn Cemetery available for public
13 visitation between the hours of 9:00 a.m. to 3:00 p.m. for a minimum of five days a week.


14 **16. Disposition of Pre-Need Obligations at Woodlawn Cemetery.** Respondents shall
15 abide by any final resolution of the consolidated matter, entitled In Re Woodlawn Memorial Park
16 Litigation, Los Angeles Superior Court, Case No. BC277267 (hereinafter "the civil action"), to
17 the extent that it does not conflict with the terms and conditions set forth in this stipulation and
18 order. There shall be no sales of lots, vaults, or niches at Woodlawn Cemetery. However, a pre-
19 need contract right holder may file a Petition with the Bureau, under the authority of California
20 Business and Professions Code Sections 9630 and 9718 and California Code of Regulations, title
21 16, Section 2332, to seek authorization allowing for the fulfillment of a contract right to burial at
22 Woodlawn Cemetery. Within 60 days of the date of the decision, a form Petition that is
23 substantially similar to the Petition used in the civil action to fulfill preneed rights shall be
24 prepared by Respondents and provided to the Bureau for review and approval. Respondent shall
25 provide any preneed contract holder, upon request, with a Bureau-approved form Petition that
26 may be used to Petition the Bureau.

27 ///

28 ///


1 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
2 of the Director.

3
4 DATED: 12/16/2009


EVERGREEN MEMORIAL CARE, INC. DBA
EVERGREEN CEMETERY
Respondent

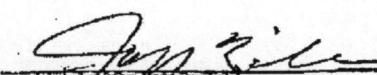
8 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
9 discussed it with my attorney, Jeffrey E. Zinder. I understand the stipulation and the effect it will
10 have on my Cemetery Manager License. I enter into this Stipulated Settlement and Disciplinary
11 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
12 of the Director.

13
14 DATED: 12/16/2009


TONY SOO HOO
Respondent

17 I have read and fully discussed with Respondents Evergreen Memorial Care, Inc. dba
18 Evergreen Cemetery and Tony Soo Hoo the terms and conditions and other matters contained in
19 the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

20
21 DATED: 12/16/09


JEFFREY E. ZINDER
Attorney for Respondents

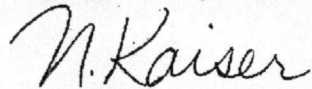
ENDORSEMENT

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

Dated: 12/18/09

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
GREGORY J. SALUTE
Deputy Attorney General



NANCY A. KAISER
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation and First Amended Petition to Revoke Probation No. I-2017

1 EDMUND G. BROWN JR., Attorney General
of the State of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 NANCY A. KAISER, State Bar No. 192083
Deputy Attorney General
4 California Department of Justice
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 897-5794
6 Facsimile: (213) 897-2804
7 Attorneys for Complainant

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 and First
Amended Petition to Revoke Probation Against:

Case No. I-2017

12 **EVERGREEN MEMORIAL CARE, INC.**
13 dba Evergreen Cemetery
204 North Evergreen Avenue
14 Los Angeles, CA 90033

**ACCUSATION
AND
FIRST AMENDED
PETITION TO REVOKE
PROBATION**

15 **Certificate of Authority No. 524**

16 **TONY SOO HOO**
204 N. Evergreen Avenue
17 Los Angeles, CA 90033

18 **Cemetery Manager License No. CEM 251**

19 Respondents.

20
21 Complainant alleges:

22 PARTIES

23 1. Richard L. Wallinder, Jr. (Complainant) brings this Accusation and First
24 Amended Petition to Revoke solely in his official capacity as the Bureau Chief of the Cemetery
25 and Funeral Bureau (Bureau), Department of Consumer Affairs.¹

26
27 1. Effective January 1, 1996, the Department of Consumer Affairs succeeded to, and was
28 vested with, all the duties, powers, purpose, responsibilities and jurisdiction of the Cemetery
Board and the Board of Funeral Directors and Embalmers, and consolidated the functions into

1 (b) "License" includes certificate, registration or other means to engage in a
2 business or profession regulated by this code.

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

7 8. Section 9725 states:

8 "Upon grounds provided in this article [Article 6 (commencing with section
9 9725)], and the other articles of this act, the license of any cemetery licensee and the certificate
10 of authority of any cemetery corporation may be revoked or suspended in accordance with the
11 provisions of this article."

12 9. Section 9725.1 states:

13 "Unprofessional conduct by any licensee or registrant or by any agent or
14 employee of a licensee or registrant constitutes grounds for disciplinary action. Unprofessional
15 conduct includes, but is not limited to, the following:

16 (a) Violating or attempting to violate, directly or indirectly, or assisting in or
17 abetting the violation of this chapter and any regulation adopted thereunder, or of any federal or
18 state law or regulation governing the disposition of human remains, operation of cemeteries or
19 crematories, the sale of cemetery property, or the sale of crematory services or commodities.

20 (b) Negligence in performing any act related to the operation of a cemetery or
21 crematory."

22 10. Section 9727 states:

23 "The bureau may suspend or revoke the license of any cemetery licensee who,
24 within the immediately preceding three years, has done any of the following:

25 ...

26 (d) Acted or conducted himself or herself in a manner which would have
27 warranted the denial of his or her application for a cemetery license, or for a renewal thereof."

28 ///

1 15. On or about June 22, 2006, Bureau Field Representatives, Dan Redmond
2 (Field Representative Redmond) and Steve Allen, inspected the Evergreen Cemetery and
3 discovered bone fragments in the "spoils pile" or excess grave dirt pile located at the cemetery.
4 The cemetery's backhoe operator indicated that the remains came from graves that he had dug on
5 the cemetery grounds. The bone fragments were turned over to the Los Angeles County
6 Coroner's office for identification. The bone fragments were determined to be human. Field
7 Representative Redmond directed Van Renessee not to tamper with the pile until the Bureau was
8 able to identify the remains and further instruct the cemetery on how to proceed.

9 16. On or about August 1, 2006, Field Representative Redmond met with
10 Respondent Soo Hoo and asked for records of all interments from June 15, 2006, and June 22,
11 2006. The investigator identified three locations that had interments for that week. Respondent
12 Soo Hoo provided copies of the interment contracts for the three interments. The contracts
13 provided did not have an exact grave location on them. Respondent Soo Hoo and Van Renessee
14 took the investigator to the grave locations, although there was some confusion on the part of
15 Respondent Soo Hoo and Van Renessee as to exactly where the specific graves were located.

16 17. On or about August 1, 2006, Field Representative Redmond discovered
17 that the Evergreen Cemetery's spoils pile had changed since the Bureau's inspection on June 22,
18 2006. Van Renessee stated that dirt had been added to the spoils pile since the Bureau's last
19 visit, but nothing had been removed.

20 18. In or about April 2008 and May 2008, remains were obtained from
21 Evergreen Cemetery from a large mound of dirt on cemetery property. The cemetery was
22 ordered by the Bureau to sift through the large mound of dirt to locate additional bones. The
23 cemetery gave the Los Angeles Coroner's office 23 bags ranging in size from large zip-loc bags
24 to small trash bags. Most bags had dates on them ranging from April 14, 2008, to May 29, 2008.
25 The Los Angeles County Coroner's office's analysis determined that most of the bones were
26 human, and that the remains of at least five different humans were found in the sample.
27 Therefore, a minimum of five individuals had been affected by their graves being disturbed.

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FIRST CAUSE FOR DISCIPLINE

(Mutilation of Graves)

19. The licenses of Respondents Evergreen and Soo Hoo are subject to disciplinary action for unprofessional conduct pursuant to Section 9725.1, subdivision (a), for violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of Health and Safety Code section 7052, in that Respondents willfully mutilated, disinterred, and/or removed human remains from their graves, without authority of law, and dumped the remains in the cemetery's spoils pile, in order to re-use graves, as set forth in paragraphs 15, 17, and 18, above.

SECOND CAUSE FOR DISCIPLINE

(Failure to comply with contract requirements)

20. The licenses of Respondents Evergreen and Soo Hoo are subject to disciplinary action under Section 9725.1, subdivision (a), for violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of Health and Safety Code Section §277, subdivision (c)(8), by failing to enter the exact location of the grave space sold on written interment contracts, as described in paragraph 16, above.

THIRD CAUSE FOR DISCIPLINE

(Negligence)

21. The licenses of Respondents Evergreen and Soo Hoo are subject to disciplinary action for unprofessional conduct pursuant to Section 9725.1(b), in that Respondents were negligent in performing acts related to the operation of a cemetery for the reasons stated in paragraphs 15 through 20, above.

FOURTH CAUSE FOR DISCIPLINE

(General Unprofessional Conduct)

22. The licenses of Respondents Evergreen and Soo Hoo are subject to disciplinary action for unprofessional conduct pursuant to Section 9725.1, for the reasons stated in paragraphs 15 through 21, above.

///

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Acts Which Would Have Warranted Denial of License)**

3 23. The licenses of Respondents Evergreen and Soo Hoo are subject to
4 disciplinary action pursuant to Section 9727, subdivision (d), in that Respondents acted or
5 conducted themselves in a manner which would have warranted the denial of his or her
6 application for a cemetery license, or for a renewal thereof, for the reasons stated in paragraphs
7 15 through 22, above.

8 **DISCIPLINE CONSIDERATIONS**

9 **Re: Respondent Evergreen**

10 24. To determine the degree of discipline, if any, to be imposed on
11 Respondent, Complainant alleges the following:

12 a. On or about March 22, 2001, in a prior disciplinary action entitled *In the*
13 *Matter of Accusation Against Evergreen Memorial Care, Inc. dba Woodlawn Cemetery,*
14 *Certificare of Authority No. 525, and Evergreen Memorial Care, Inc. dba Evergreen Cemetery,*
15 *Certificate of Authority No. 524, Cemetery and Funeral Bureau Case No. I-2017, Evergreen*
16 *Memorial Care Inc.'s Certificate of Authority to operate Woodlawn Cemetery No. 525 was*
17 *revoked and its Certificate of Authority to operate Evergreen Cemetery No. 524 was revoked,*
18 *with the revocation stayed and placed in a five-year probation pursuant to a stipulated*
19 *disciplinary action.*

20 i. The discipline against Evergreen Memorial Care, Inc. dba Woodlawn
21 Cemetery, Certificare of Authority No. 525, and Evergreen Memorial Care, Inc. dba Evergreen
22 Cemetery, Certificate of Authority No. 524, was based on an accusation filed against Evergreen
23 Memorial Care, Inc., for grave desecration, unlawful interment of more than one body in a single
24 grave without proper authority, failure to properly dispose of human remains, failure to inter
25 cremated remains, failure to keep adequate records of ownership of transfer of plots, and
26 unlawful expenditure of Woodlawn Cemetery's and Evergreen Cemetery's endowment funds.
27 The accusation was amended several times resulting in the issuance of a Fourth Amended
28 Accusation, which was resolved by a stipulated settlement. The stipulated settlement was

1 adopted by the Director effective March 22, 2001, attached as **Exhibit A**. That decision is now
2 final and is incorporated by reference as if fully set forth.

3 ii. During the period of probation, on March 17, 2006, a petition to revoke
4 probation was filed against Respondent Evergreen's Certificate of Authority No. 524. As a
5 result, the probationary period has been automatically extended and shall not expire until this
6 Accusation and First Amended Petition to Revoke has been acted upon by the Director.

7 b. On or about November 1, 2001, in a criminal proceeding entitled *The*
8 *People of the State of California v. Evergreen Memorial Care, Inc., aka Woodlawn Cemetery*, in
9 the Superior Court of California, Los Angeles County, Case No. TA059473, Evergreen
10 Memorial Care, Inc., was convicted on its plea of nolo contendere of violating Penal Code
11 section 182(a)(1) (criminal conspiracy), a felony, Health and Safety Code section 8113.5(a)
12 (unlawful burial of multiple bodies in single plot), a misdemeanor, and Health and Safety Code
13 section 7103 (failure to inter within reasonable time), a misdemeanor. Evergreen Memorial
14 Care, Inc. was sentenced to two years summary probation and ordered to pay fines and penalties
15 of \$3,240, to pay restitution to the Woodlawn Cemetery's endowment trust fund in the amount of
16 \$96,760, and to transfer ownership of Woodlawn Cemetery to an approved third party.

17 **FIRST AMENDED PETITION TO REVOKE PROBATION**

18 **AGAINST EVERGREEN MEMORIAL CARE, INC.**

19 25. In a disciplinary action entitled *In the Matter of Accusation Against*
20 *Evergreen Memorial Care, Inc. dba Woodlawn Cemetery and Evergreen Memorial Care, Inc.,*
21 *dba Evergreen Cemetery*, Accusation No. I-2017 was filed against Respondent before the
22 Director of Consumer Affairs by the Cemetery and Funeral Bureau. The accusation was
23 amended several times resulting in the issuance of a Fourth Amended Accusation, which was
24 resolved by a stipulated settlement. The stipulated settlement was adopted by the Director
25 effective March 22, 2001.

26 26. Pursuant to the stipulation, Certificate of Authority No. 525 issued to
27 Evergreen Memorial Care, Inc., dba Woodlawn Cemetery, was revoked.

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FIRST CAUSE TO REVOKE PROBATION

(Failure to Obey All Laws)

30. Respondent Evergreen's probation is subject to revocation because it failed to comply with Probation Condition 1 (Obey All Laws), in that it failed to obey all laws, in that it violated Section 9725.1, and Health and Safety Code sections 7052 and 8277, as set forth in paragraphs 19 through 23, and 27, above.

SECOND CAUSE TO REVOKE PROBATION

(Failure to transfer Woodlawn Cemetery)

31. Respondent Evergreen's probation is subject to revocation because it failed to comply with Probation Condition 17 (Transfer Woodlawn Cemetery), in that Respondent Evergreen failed to sell or transfer any and all interest in Woodlawn Cemetery pursuant to paragraphs 27 and 28, above.

PRAYER

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

1. Revoking or suspending Certificate of Authority Number 524, issued to Evergreen Memorial Care, Inc. dba Evergreen Cemetery;
2. Revoking or suspending Cemetery Manager License number CEM 251 issued to Tony Soo Hoo;
3. Revoking the probation that was granted by the Director in Case No. I-2017 and imposing the disciplinary order that was stayed, thereby revoking Certificate of Authority Number 524, issued to Evergreen Memorial Care, Inc., dba Evergreen Cemetery;
4. Ordering Evergreen Memorial Care, Inc. and Tony Soo Hoo, jointly and severally, to pay the Cemetery and Funeral Bureau the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
5. Ordering Evergreen Memorial Care, Inc., to transfer Evergreen Cemetery to Bureau-approved third parties;

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- 6. Barring interments at Evergreen Memorial Care, Inc.; and,
- 7. Taking such other and further action as deemed necessary and proper.

DATED: 1/28/09

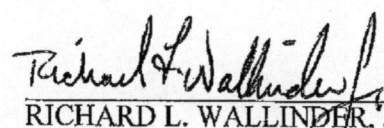

RICHARD L. WALLINDER, JR.
Bureau Chief
Cemetery and Funeral Bureau
Department of Consumer Affairs
State of California
Complainant

Exhibit A
Decision and Order,
effective March 22, 2001.
Case No. I-2017

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

In the Matter of the Accusation Against:

Evergreen Memorial Care, Inc.
dba Woodlawn Cemetery
1715 West Greenleaf Drive
Compton, CA 90220

Certificate of Authority No. 525

and

Evergreen Memorial Care, Inc. dba
Evergreen Cemetery
204 North Evergreen Avenue
Los Angeles, CA 90033

Certificate of Authority No. 524

Respondents.

Case No. 1-2017

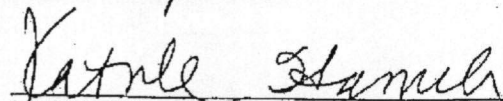
OAH No. L-2000030539

DECISION

The attached Stipulation in Settlement and Proposed Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective March 22, 2001.

IT IS SO ORDERED this 20th day of February, 2001.


KATHLEEN HAMILTON
Director of Consumer Affairs
Department of Consumer Affairs

1 BILL LOCKYER, Attorney General
of the State of California
2 JULIE A. CABOS, State Bar No. 162356
Deputy Attorney General
3 300 South Spring Street, Suite 500
Los Angeles, California 90013-2542
4 Telephone: (213) 897-2560

5 Attorneys for Complainant
Glen V. Ayers, Bureau Chief
6 Cemetery and Funeral Bureau
Department of Consumer Affairs
7

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10
11 **BEFORE THE**
DIRECTOR OF DEPARTMENT OF CONSUMER AFFAIRS
12 **CEMETERY AND FUNERAL BUREAU**
13 **STATE OF CALIFORNIA**

14 In the Matter of the Accusation Against:

15 Evergreen Memorial Care, Inc.
16 dba Woodlawn Cemetery
17 1715 West Greenleaf Drive
Compton, CA 90220

18 Certificate of Authority No. 525

19 and

20 Evergreen Memorial Care, Inc. dba
21 Evergreen Cemetery
22 204 North Evergreen Avenue
Los Angeles, CA 90033

23 Certificate of Authority No. 524

24 Respondents.

CASE NO. 1-2017

OAH NO. L-2000030539

STIPULATION IN
SETTLEMENT AND
PROPOSED ORDER

24 ///
25 ///
26 ///
27

1 In the interest of a prompt and speedy settlement of this matter, consistent with the public
2 interest and the responsibility of the CEMETERY AND FUNERAL BUREAU, DEPARTMENT
3 OF CONSUMER AFFAIRS, the parties submit this Stipulation and Proposed Order to the
4 Director of the Department of Consumer Affairs (hereinafter "the Director") for her approval and
5 adoption as the final disposition of the Accusation against Evergreen Memorialcare, Inc. dba
6 Woodlawn Cemetery and Evergreen Memorialcare, Inc. dba Evergreen Cemetery.

7 The parties stipulate the following is true:

8 1. A Fourth Amended Accusation No. I-2017 ("Accusation") is currently pending against
9 Evergreen Memorialcare, Inc. dba Woodlawn Cemetery and Evergreen Memorialcare, Inc. dba
10 Evergreen Cemetery before the Director.

11 2. The Accusation and all other statutorily required documents were duly served on the
12 respondent Evergreen Memorialcare, Inc. and respondent filed timely Notices of Defense
13 contesting the allegations.

14 3. On or about September 1, 1994, Certificate of Authority No. 524 was issued to
15 Evergreen Memorialcare, Inc. dba Evergreen Cemetery. Said Certificate of Authority will expire
16 on January 1, 2002, unless renewed.

17 4. On or about September 1, 1994, Certificate of Authority No. 525 was issued to
18 Evergreen Memorialcare, Inc. dba Woodlawn Cemetery. According to Bureau records, said
19 certificate of authority expired on January 1, 1995 and has not been renewed. The certificate of
20 authority was placed on interim suspension effective March 27, 2000.

21 5. Respondent Evergreen Memorialcare, Inc. understands the nature of the charges
22 alleged in the Accusation and that the charges and allegations, if proven, constitute cause for
23 imposing discipline upon its Certificates of Authority. Respondent Evergreen Memorialcare, Inc.
24 (hereinafter "respondent") is fully aware of its rights to a hearing on the charges and allegations
25 contained in said Accusation, right to reconsideration, appeal and all other rights accorded
26 pursuant to the California Business and Professions Code and Government Code and freely and
27 voluntarily waives such rights.

1 6. Respondent agrees to the disposition of this matter as set out in the Order below.

2 7. Stipulations made by the respondent herein are for purposes of this proceeding, for
3 any other disciplinary proceedings by the Director, and for any petition for reinstatement,
4 reduction of penalty, or application for re-licensure, and shall have no force or effect in any other
5 case or proceeding.

6 8. The parties agree that the Stipulation recited herein shall be null and void and not
7 binding upon the parties unless approved by the Director, except for this paragraph, which shall
8 remain in effect. The parties agree that, in the event this stipulation is not adopted by the
9 Director, section 1152(a) of the California Evidence Code is applicable. The respondent
10 understands and agrees that, in deciding whether or not to adopt this stipulation, the Director may
11 receive oral and written communications from her staff and the Attorney General's office.
12 Communications pursuant to this paragraph shall not disqualify the Director or other persons
13 from future participation in this or any other matters affecting respondent. In the event the
14 Director, in her discretion, does not approve this settlement, this Stipulation, with the exception
15 of this paragraph, is withdrawn and shall be of no evidentiary value and shall not be relied upon
16 or introduced in any disciplinary action by either party hereto. Respondent agrees that, should
17 the Director reject this Stipulation, and if this case proceeds to hearing, respondent will not assert
18 any claim that the Director was prejudiced by her review and discussion of this Stipulation or any
19 related records.

20 9. In consideration of, and in reliance on, the foregoing stipulations and findings, the
21 parties agree that the Director may, without further notice of formal proceeding, issue and enter
22 an Order as follows:

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1
2 **ORDER**

3 IT IS HEREBY ORDERED that:

4 A. Certificate of Authority No. 525 issued to Evergreen Memorialcare, Inc. dba
5 Woodlawn Cemetery is revoked on the effective date of this decision.

6 B. Certificate of Authority No. 524 issued to Evergreen Memorialcare, Inc. dba
7 Evergreen Cemetery is revoked. However, the revocation is stayed and Certificate of Authority
8 No. 524 is placed on probation for five (5) years. If the probationary period ends prior to the
9 resolution of the consolidated matter entitled In Re: Woodlawn Memorial Park Litigation, Los
10 Angeles Superior Court Case No. BC277267, respondent shall have a continuing obligation to
11 address pre-need obligations, as set forth in subsection 14, below. Probation shall be subject to
12 the following terms and conditions:

13 1. Obey all Laws:

14 Respondent shall comply with all federal, state and local laws including those governing
15 the programs regulated by the Department of Consumer Affairs, Cemetery and Funeral Bureau
16 ("Bureau").

17 2. Quarterly Reports:

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

23 3. Interviews with Bureau Representative:

24 As necessary, respondent's corporate officers, corporate directors, licensed employees
25 and any personnel who perform any function related to the operation of the cemetery or
26 crematory, or who deal with the public, shall appear in person for interviews with the Bureau
27 Chief or other designated representative for the purpose of monitoring compliance with the terms
of this decision.

1 4. Violation Of Probation:

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

7 5. Ethics-Course

8 Within thirty (30) days of the effective date of this decision, respondent shall submit for
9 prior Bureau approval a course of ethics which will be completed, within the first year of
10 probation, by all corporate officers, corporate directors, licensed employees and any personnel
11 who perform any function related to the operation of the cemetery or crematory, or who deal with
12 the public.

13 6. Evidence of Knowledge

14 Within the first year of probation, respondent shall provide evidence satisfactory to the
15 Bureau that all corporate officers, corporate directors, licensed employees and any personnel who
16 perform any function related to the operation of the cemetery or crematory, or who deal with the
17 public, are knowledgeable in the laws and regulations governing the cemetery and crematory
18 industry.

19 7. Provision of Records

20 Respondent shall provide specific records for Bureau inspection upon demand by Bureau
21 field representatives.

22 8. Remedial Education

23 Within sixty (60) days of the effective date of this decision, respondent shall submit to
24 the Bureau for its prior approval, an appropriate program of remedial education related to
25 cemetery operations and crematory operations in an educational facility or program, which must
26 also be approved by the Bureau, for its corporate officers, corporate directors, licensed
27 employees and any personnel who perform any function related to the operation of the cemetery

1 or crematory, or who deal with the public. Additionally, within sixty (60) days of the effective
2 date of this decision, respondent shall submit to the Bureau for its prior approval, an appropriate
3 program of remedial education related to trust accounting in an educational facility or program,
4 which must also be approved by the Bureau, for its corporate officers, corporate directors,
5 licensed employees and managerial employees. Each corporate officer, corporate director and
6 employee described above shall complete at least eighteen (18) hours of continuing education as
7 described above within the first three (3) years of probation at respondent's expense. Failure to
8 complete the remedial education requirement, shall be considered a violation of probation and
9 grounds for imposition of the stayed discipline.

10 9. Completion of Probation:

11 Upon successful completion of probation, respondent's certificate of authority for
12 Evergreen Cemetery will be restored with any surviving restrictions as set forth in this order.

13 10. Payment of Costs:

14 Respondent shall pay \$210,000.00 in costs incurred by the Department of Consumer
15 Affairs, Cemetery and Funeral Bureau in prosecution and investigation of this matter pursuant to
16 Business and Professions Code Section 125.3. Respondent has already paid forty thousand
17 dollars (\$40,000) towards costs. Upon the signing of this stipulation, respondent shall pay an
18 additional eighty eight thousand dollars (\$88,000) by cashier's check, which may include the
19 thirty eight thousand dollar (\$38,000) cashier's check held by the Office of Administrative
20 Hearings. The balance of eighty two thousand dollars (\$82,000), shall be paid in three (3)
21 installments as follows: twenty seven thousand, three hundred and thirty three dollars (\$27,333),
22 due on February 15, 2002; twenty seven thousand, three hundred and thirty three dollars
23 (\$27,333), due on August 15, 2002; twenty seven thousand, three hundred and thirty four dollars
24 (\$27,334), due on February 15, 2003.

25 11. Plot Maps

26 Within two hundred and seventy (270) days of the effective date of this order, respondent
27 shall prepare and submit to the Bureau new plot maps for Evergreen Cemetery and Woodlawn

1 Cemetery, which must meet with Bureau approval and which must comply with Health and
2 Safety Code Sections 8550 and 8551.

3 12. Disposal of Cremated Remains

4 Evergreen Memorialcare, Inc. shall pay for the disposition of remains recovered from
5 Woodlawn Cemetery including the cremains of Ellen Haskell. Said disposition will be made
6 after, and in accordance with, appropriate orders from the Los Angeles Superior Court in the
7 consolidated matter of In Re: Woodlawn Memorial Park Litigation, bearing the lead case No.
8 BC277267. Said disposition shall be made under the supervision of the Bureau and the Los
9 Angeles County Coroner's Office. Evergreen Memorial Care, Inc. shall cooperate fully with the
10 Los Angeles County Coroner and the Bureau in the disposition of the cremated remains found at
11 Evergreen Cemetery, which are the subject of the Accusation, and in the notification of families
12 or next of kin of the decedents.

13 13. Institutional Trustee(s)

14 Evergreen Memorial Care, Inc. shall transfer the endowment care funds and special care
15 funds of Woodlawn Cemetery and Evergreen Cemetery to an institutional trustee within thirty
16 (30) days of the effective date of this order.

17 14. Disposition of Pre-Need Obligations

18 Respondent shall abide by any final resolution of the consolidated matter, entitled In Re:
19 Woodlawn Memorial Park Litigation, Los Angeles Superior Court Case No. BC277267,
20 (hereinafter "the civil action"), to the extent that it does not conflict with the terms and
21 conditions set forth in this stipulation and order. Pending a final resolution of the civil action,
22 and subject to the conditions and terms set forth in this stipulation and order, respondent shall
23 provide each qualified pre-need claimant, at the claimant's option, with either: (1) a grave site at
24 Evergreen Cemetery, at no cost to the claimant, or (2) a payment of money equal to the sum of
25 the original purchase price of the pre-need grave site or interment right at Woodlawn Cemetery,
26 plus annually compounded interest, calculated at the rate of 7% per annum ("cash-out").

27 For purposes of this stipulation and order, a qualified pre-need claimant is a person or

1 persons who either (i) can provide satisfactory documentation for, or proof of, a pre-need
2 purchase, and ownership (including by way of will or statutory succession) of, a grave site or
3 interment right at Woodlawn Cemetery which has become "at need" (I.E. a death has occurred);
4 or (ii) can provide satisfactory documentation for, or proof of, ownership (including by way of
5 will or statutory succession) of a grave site or interment right at Woodlawn Cemetery.

6 Within seventy five (75) days of the effective date of this order, respondent shall set aside
7 200 grave sites at Evergreen Cemetery to be used solely for the purpose of implementing this
8 stipulation and order. Within seventy five (75) days of the effective date of this order,
9 respondent shall provide the Bureau with a plot map and other documentation, evidencing that
10 respondent has set aside 200 grave sites at Evergreen Cemetery to be used solely for the purpose
11 of implementing this stipulation and order, and identifying the specific grave sites set aside.

12 If a qualified pre-need claimant opts to receive a grave site, respondent shall provide the
13 qualified pre-need claimant with one of the 200 set aside grave sites. If the qualified pre-need
14 claimant requests a particular grave site outside of the 200 set aside grave sites, respondent shall
15 be allowed to substitute the previously undesignated grave site for one of the 200 set aside grave
16 sites. If a customer who is not a qualified pre-need claimant requests to obtain a grave site which
17 is one of the 200 set aside grave sites, respondent shall be allowed to provide the requested grave
18 site to the customer and to designate another grave site in substitution for the previously
19 designated grave site. If, for any other reason, respondent wishes to substitute a previously
20 undesignated grave site for one of the 200 set aside grave sites, respondent shall obtain prior
21 approval from the Bureau. If any of the Evergreen Cemetery grave sites, set aside pursuant to
22 this stipulation and order, remain unused at the time this stipulation and order expires, the grave
23 sites will revert back, unencumbered, to the owners of Evergreen Cemetery, located at 204 North
24 Evergreen Avenue, Los Angeles, California.

25 Within thirty (30) days of the effective date of this order, respondent shall set aside, in a
26 special care trust fund (hereinafter "special pre-need" fund), no less than twenty five thousand
27 dollars (\$25,000), to guarantee respondent's ability to fund the payment of qualified pre-needs

1 claims. Within one hundred and twenty (120) days of the effective date of this order, respondent
2 shall deposit in the special pre-need fund an additional twenty five thousand dollars (\$25,000).
3 The special pre-need fund and proceeds shall be used solely for the payment of any qualified pre-
4 need claimant's cash-out option. If any special pre-need funds, created pursuant to this
5 stipulation and order, remain unused at the time this stipulation and order expires, the trust will
6 be dissolved and the monies will revert back to the owners of Evergreen Cemetery, located at
7 204 North Evergreen Avenue, Los Angeles, California.

8 Notwithstanding the set aside of 200 grave sites and the creation of the special pre-need
9 fund, respondent shall abide by the terms in paragraph B, subsection 14 of this stipulation and
10 order ("this subsection"), and shall compensate each qualified pre-need claimant during the term
11 of this stipulation and order, even if the number of qualified pre-need claimants exceeds 200, and
12 even if the payment of claimants' cash out options exceeds the amount in the special pre-need
13 fund.

14 Respondent shall include in the quarterly probationary reports, required by paragraph B,
15 subsection 2 above, a statement: (1) indicating the number of graves used to satisfy pre-need
16 claims, (2) identifying the graves used to satisfy pre-needs claims, (3) specifying of any
17 substitution of a previously undesignated grave site for one of the 200 set aside grave sites, and
18 (4) detailing the expenditures from, and balance of, the special pre-need fund.

19 Upon the effective date of this order, respondent shall issue written notice, in Bureau-
20 approved form, to all funeral establishments within Los Angeles County and Orange County,
21 requesting that all persons claiming to have a pre-need purchase, or ownership of a grave site or
22 interment right at Woodlawn Cemetery, be referred to respondent for handling of the pre-need
23 claim. Respondent understands and agrees that the Bureau has the authority to, and in its
24 discretion may, post an announcement on its website, issue press releases, or by any other means
25 contact and notify the public and individual consumers regarding the process for submitting pre-
26 need claims and regarding any other details of this stipulation and order.

27 A pre-need claimant's claim shall first be reviewed by respondent or a Bureau-approved

1 third party to determine whether a claimant is a qualified pre-need claimant within the meaning
2 of this stipulation and order. Within two business days of notification, either oral or written, of
3 claimant's claim, respondent shall notify the claimant in writing of the determination as to
4 whether that claimant is a qualified pre-need claimant within the meaning of this stipulation and
5 order. If respondent or the Bureau-approved third party makes a determination that a claimant is
6 a qualified pre-need claimant and provides that claimant with a grave site or "cash out" as
7 specified above, respondent may have that claimant execute a special release, in Bureau-
8 approved format, to Evergreen Memorial Care, Inc., pertaining to resolution of the pre-need
9 claim only.

10 If respondent or the Bureau-approved third party makes a determination that a claimant is
11 not a qualified pre-need claimant within the meaning of this stipulation and order, respondent
12 will also provide to the claimant written notification, in a Bureau-approved format, informing the
13 claimant of the claimant's options to either pursue a civil remedy, including a civil remedy in the
14 consolidated matter of In Re: Woodlawn Memorial Park Litigation, Los Angeles Superior Court
15 No. BC277267, or to obtain immediate alternative resolution of the dispute via binding
16 arbitration. Respondent shall not arbitrarily or capriciously deny redress to any qualified pre-
17 need claimant.

18 If the pre-need claimant opts for binding arbitration, respondent shall have the
19 responsibility of scheduling the binding arbitration and notifying the Bureau of the arbitration
20 date and the name of the consumer involved. Binding arbitration shall take place within thirty
21 (30) days of the pre-need claimant giving notice of election of binding arbitration. In order to
22 participate in the binding arbitration, pre-need claimants shall execute a special release, in
23 Bureau-approved format, to Evergreen Memorial Care, Inc., pertaining to resolution of the pre-
24 need claim only. The binding arbitration is to be conducted by the Office of Administrative
25 Hearings, 320 West Fourth Street, Suite 630, Los Angeles, California 90013. If, for any reason,
26 the Office of Administrative Hearings is unable to conduct the binding arbitration, the binding
27 arbitration will be conducted by an arbitration service selected by the Bureau.

1 The cost for arbitration shall be paid 50% by the respondent and 50% by the Bureau. If
2 the arbitrator finds that respondent's denial of the pre-need claim was arbitrary or capricious, the
3 arbitrator has the discretion to order that respondent reimburse the Bureau for the Bureau's share
4 of the arbitration costs.

5 Failure to comply with the requirements set forth in this subsection, shall be considered a
6 violation of probation and grounds for imposition of the stayed discipline. Respondent shall
7 have a continuing obligation to comply with the requirements set forth in this subsection, after
8 the termination of probation and until resolution of the civil action. Respondent agrees that
9 failure to comply with the requirements set forth in this subsection shall constitute unprofessional
10 conduct under Business and Professions Code Section 9725.1, and shall constitute independent
11 grounds for the imposition of discipline against respondent.

12 15. Audit and Reimbursement of Woodlawn Endowment Care Funds:

13 Respondent shall obtain a certified audit of the Woodlawn Cemetery Endowment Care
14 Fund prepared by a Bureau-approved, California-licensed Certified Public Accountant ("CPA")
15 within thirty (30) days of Bureau approval of a CPA. Respondent shall submit the name of a
16 California-licensed CPA to the Bureau for approval within ten (10) days of the signing of this
17 stipulation. Respondent shall reimburse any missing endowment monies to the Woodlawn
18 Endowment Care Fund within forty (40) days of Bureau approval of the CPA.

19 16. Third Party Supervision of Woodlawn Pending Transfer

20 Respondent shall retain a Bureau-approved third party to supervise maintenance of
21 Woodlawn Cemetery until Woodlawn Cemetery is transferred or sold pursuant to paragraph B,
22 subsection 17 of this stipulation and order, and a new Certificate of Authority is issued. Said
23 third party shall be responsible for reasonable and adequate maintenance of Woodlawn Cemetery
24 located at 1715 Greenleaf, Compton, California, including, but not limited to, care of the lawn,
25 fences, road, buildings, mausoleum, markers, watering of the grounds and repair of sprinkler and
26 water systems as needed. Said third party shall make Woodlawn Cemetery available for public
27 visitation between the hours of 9am to 3pm for a minimum of five days a week. There shall be

1 no interments at Woodlawn Cemetery. Said third party shall inform all persons claiming to have
2 a pre-need purchase, or ownership of a grave site or interment right at Woodlawn Cemetery, that
3 claimants should contact respondent directly for handling of the claim. Said third party shall
4 furnish all claimants with the name, address and phone number of the person to whom any
5 claims should be presented. Respondent's obligations with respect to paragraph B, subsection 16
6 of this stipulation and order shall be extinguished upon the issuance of a new Certificate of
7 Authority to a Bureau-approved third party.

8 17. Transfer of Woodlawn Cemetery

9 Respondent shall sell or transfer any and all interest in Woodlawn Cemetery to a Bureau
10 pre-approved third party within 270 days of the effective date of this order. Said third party must
11 meet the qualifications for and obtain a new Certificate of Authority. Woodlawn Cemetery may
12 not be transferred or sold to any current or former employee, officer or director of Evergreen
13 Memorialcare, Inc., Evergreen Cemetery or Woodlawn Cemetery or to any of their agents. Said
14 third party shall manage and maintain Woodlawn Cemetery and make Woodlawn Cemetery
15 available for public visitation. Said third party shall be responsible for providing reasonable and
16 adequate maintenance of the property including, but not limited to, care of the lawn, fences, road,
17 buildings, mausoleum, markers, watering of the grounds and repair of sprinkler and water
18 systems as needed. There shall be no interments at Woodlawn Cemetery. Until transfer or sale of
19 the Woodlawn Cemetery to a Bureau-approved third party and issuance of a new Certificate of
20 Authority, respondent must comply with the requirements set forth above in paragraph B,
21 subsection 16, of this stipulation.

22 18. File Endowment Care Fund Reports

23 Respondent shall prepare and file its outstanding endowment care fund reports and
24 special care fund reports, up to and including those for the 2000 calendar year within thirty (30)
25 days of the effective date of this order.

26 19. Audit and Reimbursement of Evergreen Cemetery Endowment Care Funds

27 Respondent shall obtain a certified audit of the Evergreen Cemetery Endowment Care

1 Fund prepared by a Bureau-approved California licensed CPA within thirty (30) days of Bureau
2 approval of the CPA. Respondent shall submit the name of a California licensed CPA to the
3 Bureau for approval within ten (10) days of the signing of this stipulation. Respondent shall
4 reimburse any missing endowment monies to the Evergreen Endowment Care Fund within forty
5 (40) days of the Bureau approval of a CPA.

6 20. Audit and Reimbursement of Evergreen Cemetery Special Care Funds

7 Respondent shall provide a certified audit of the Evergreen Cemetery Special Care Funds,
8 prepared by a Bureau-approved, California- licensed CPA, and all records for the Evergreen
9 Cemetery Special Care Funds to the Bureau within thirty (30) days of Bureau approval of the
10 CPA. Respondent shall submit the name of a California licensed CPA to the Bureau for approval
11 within ten (10) days of the signing of this stipulation. Respondent shall reimburse any missing
12 special care fund monies to the Evergreen Special Care Fund within forty (40) days of the
13 Bureau approval of a CPA.

14 21. Maintenance of Records in State of California

15 All records pertinent to Evergreen Cemetery or Woodlawn Cemetery or any funds,
16 accounts or matters relating thereto shall be maintained in the State of California. Any records
17 that have been removed from California shall be returned within five (5) days of the effective
18 date of this decision, and the Bureau shall be notified of the place where they are being
19 maintained.

20 22. Transfer of Evergreen Cemetery While On Probation

21 As a condition of transfer, respondent must provide a certified audit of Evergreen
22 Cemetery endowment care funds and special care funds, including any pre-need funds, prepared
23 by a Bureau-approved, California licensed CPA. Any agreement between respondent and a third
24 party for transfer of Evergreen Cemetery must contain a provision for fulfilling all pre-need
25 obligations, indicating that any successors in ownership would abide by the terms and conditions
26 of this stipulation and order. All shortages in endowment care funds, special care funds and/or
27 pre-need funds must be funded prior to sale or transfer of Evergreen Cemetery. Evergreen

1 Cemetery may not be transferred or sold to any current or former employee, officer or director of
2 Evergreen Memorialcare, Inc., Evergreen Cemetery or Woodlawn Cemetery or to any of their
3 agents.

4 C. Respondent shall cooperate fully with the Bureau in the implementation of this order,
5 including, but not limited to, the execution of any documents, permitting access to all properties,
6 records, documents and employees in the possession, custody or control of respondent and
7 respondent shall cooperate fully in the Bureau's investigation and resolution of any consumer
8 complaints or inquiries regarding Woodlawn Cemetery and regarding Evergreen Cemetery.

9 D. It is understood by the parties that it is the Bureau's position that the costs ordered
10 herein are not dischargeable in bankruptcy whether under Chapter 7 or 11 and that attorneys' fees
11 are recoverable against the debtor if litigation is required to determine dischargeability.

12 E. All reports and other correspondence required to be submitted by Respondent in this
13 Stipulation and Order shall be directed to Probation Monitor, Department of Consumer Affairs,
14 Cemetery and Funeral Bureau, 400 R Street, Suite 3040, Sacramento, California 95814, and
15 copied to Deputy Attorney General Julie A. Cabos, 300 South Spring Street, Los Angeles,
16 California 90013. It is understood by the parties that Bureau correspondence with Respondent
17 will be addressed to the attention of ^{Glenn} ~~Glenn~~ Wong, Evergreen Memorial Care Inc., Evergreen
18 Cemetery, 204 North Evergreen Avenue, Los Angeles, California 90033, and copied to Janet I.
19 Levine and Stephen B. Sadowsky, at Lightfoot, Vandavelde, Sadowsky, Medvene & Levine, 655
20 South Hope Street, Thirteenth Floor, Los Angeles, California 90017-3211. Parties shall notify
21 each other of any change of address.

Handwritten initials:
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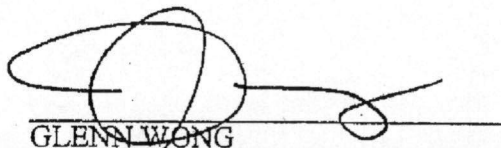
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1 I have carefully read and fully understand the stipulation and order set forth above. I
2 have discussed the terms and conditions set forth in the stipulation and order with my attorney. I
3 understand that in signing this stipulation I am waiving my right to a hearing on the charges set
4 forth in the accusation on file in this matter. I further understand that in signing this stipulation
5 that the Director may enter the foregoing order placing certain requirements, restrictions and
6 limitations on the Certificate of Authorities issued for Woodlawn Cemetery and Evergreen
7 Cemetery and upon my abilities to operate Woodlawn Cemetery and Evergreen Cemetery.

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9 DATED: 2/15/2001

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GLENN WONG
President EVERGREEN MEMORIALCARE, INC.
For Respondent

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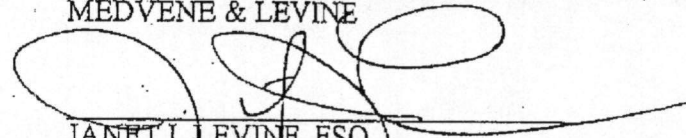
14 AS TO FORM ONLY:

15 Dated: 2/15/01

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LIGHTFOOT, VANDEVELDE, SADOWSKY,
MEDVENE & LEVINE

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JANET I. LEVINE, ESQ.
Attorneys for Respondent
EVERGREEN MEMORIALCARE, INC.

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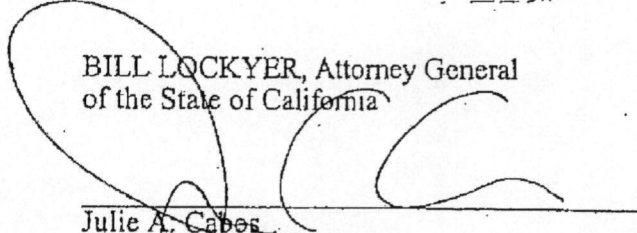
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21 Dated: 2/15/01

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BILL LOCKYER, Attorney General
of the State of California

23



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Julie A. Capes
Deputy Attorney General
Attorneys for Complainant

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Exhibit B

Order Granting Petition for Amendment to Decision

Case No. 1-2017

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

In the Matter of the Accusation Against:

Case No.: I-2017

EVERGREEN MEMORIAL CARE, INC.
dba Woodlawn Cemetery
1715 West Greenleaf Drive
Compton, CA 90220

OAH No. L-200003330539

Certificate of Authority No. 525

ORDER GRANTING PETITION FOR
AMENDMENT TO DECISION

And

EVERGREEN MEMORIAL CARE, INC.
dba Evergreen Cemetery
204 North Evergreen Avenue
Los Angeles, CA 90033

Certificate of Authority No. 524

Respondents.

DECISION AND ORDER

The petition of Respondent Evergreen Memorial Care, Inc. to amend the decision in the above referenced case is hereby granted as set forth herein. Respondent is granted ninety-one (91) additional days up to and including March 18, 2002 to comply with all provisions of its probation as set forth in paragraph B, subsection 11 and paragraph B, subsection 17 of the February 20, 2001 Decision in this matter.

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This Order granting petition for amendment of decision shall become effective immediately.

IT IS SO ORDERED this 30th day of January, 2002.

Kathleen Hamilton, Chief Deputy Director
KATHLEEN HAMILTON
Director of Consumer Affairs
Department of Consumer Affairs

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