

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

In the Matter of the Accusation and Petition to
Revoke Probation Against:

**EVERGREEN MEMORIAL CARE, INC.
DBA EVERGREEN CEMETERY; GLENN
WONG, PRESIDENT; TONY SOO HOO,
RMO**

204 North Evergreen Avenue
Los Angeles, CA 90033
Certificate of Authority License No. COA
524

and

TONY SOO HOO

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

Respondents.

Case No. A1 2016 223

OAH No. 2016120915

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order as to Respondent Evergreen Memorial Care, Inc., only is hereby adopted by the Director of Consumer Affairs and the Cemetery and Funeral Bureau as the Decision and Order as to Respondent Evergreen Memorial Care, Inc., in the above entitled matter.

This Decision shall become effective on August 21, 2017.

It is so ORDERED July 19, 2017.



FOR THE DIRECTOR OF CONSUMER AFFAIRS
CEMETERY AND FUNERAL BUREAU

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Attorney General of California
2 MARC D. GREENBAUM
Supervising Deputy Attorney General
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9 **FOR THE CEMETERY AND FUNERAL BUREAU**
10 **STATE OF CALIFORNIA**

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15 204 North Evergreen Avenue
Los Angeles, CA 90033
16 **Certificate of Authority License No. COA**
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17 and
18 **TONY SOO HOO**
204 North Evergreen Avenue
19 Los Angeles, CA 90033
Cemetery Manager License No. CEM 251
20
21 Respondents.

Case No. A1 2016 223
OAH No. 2016120915

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO
RESPONDENT EVERGREEN
MEMORIAL CARE, INC., ONLY**

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties¹ to the above-
2 entitled proceedings that the following matters are true:

3 **PARTIES**

4 1. Lisa M. Moore (“Complainant”) is the Bureau Chief of the Cemetery and Funeral
5 Bureau (“Bureau”). She brought this action solely in her official capacity and is represented in
6 this matter by Xavier Becerra, Attorney General of the State of California, by Zachary T.
7 Fanselow, Deputy Attorney General.

8 2. Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President;
9 Tony Soo Hoo, RMO (“Respondent”) is represented in this proceeding by attorney Jeffrey
10 Zinder, whose address is: Law Offices of Zinder, Koch, & McBratney, 15455 San Fernando
11 Mission Boulevard, #409, Mission Hills, CA 91345.

12 3. On or about September 1, 1994, the Bureau issued Certificate of Authority License
13 Number COA 524 to Respondent, for operation of Evergreen Cemetery, an existing cemetery
14 located at 204 North Evergreen Avenue, Los Angeles, California (“Evergreen Cemetery”). The
15 Certificate of Authority License was in full force and effect at all times relevant to the charges
16 brought in the First Amended Accusation and Petition to Revoke Probation No. A1 2016 223 and
17 will expire on January 1, 2018, unless renewed

18 **JURISDICTION**

19 4. Accusation and Petition to Revoke Probation No. A1 2016 223 was filed before the
20 Director of Consumer Affairs (“Director”), for the Bureau on October 28, 2016. The First
21 Amended Accusation and Petition to Revoke Probation No. A1 2016 223 was filed on December
22 13, 2016, and is currently pending against Respondent. The Accusation and Petition to Revoke
23 Probation and all other statutorily required documents were properly served on Respondent on
24 October 31, 2016. The First Amended Accusation and Petition to Revoke Probation and all other
25 statutorily required documents were properly served on Respondent on December 14, 2016.

26 ¹ The parties to this stipulation are the Cemetery and Funeral Bureau and Respondent
27 Evergreen Memorial Care, Inc., Certificate of Authority License No. COA 524, only.
28 Respondent Tony Soo Hoo, Cemetery Manager License No. CEM 251, is not a party to this stipulation.

1 Respondent timely filed its Notice of Defense contesting the Accusation/Petition to Revoke
2 Probation.

3 5. A copy of First Amended Accusation and Petition to Revoke Probation No. A1 2016
4 223 is attached as Exhibit A and incorporated herein by reference.

5 **ADVISEMENT AND WAIVERS**

6 6. Respondent has carefully read, fully discussed with counsel, and understands the
7 charges and allegations in First Amended Accusation and Petition to Revoke Probation No. A1
8 2016 223. Respondent has also carefully read, fully discussed with counsel, and understands the
9 effects of this Stipulated Settlement and Disciplinary Order.

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

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

19 **CULPABILITY**

20 9. With the exception of paragraph 48, Respondent admits the truth of each and every
21 charge and allegation in First Amended Accusation and Petition to Revoke Probation No. A1
22 2016 223.

23 10. Respondent agrees that its Certificate of Authority License is subject to discipline and
24 agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order
25 below.

26 **CONTINGENCY**

27 11. This stipulation shall be subject to approval by the Director or the Director's designee.
28 Respondent understands and agrees that counsel for Complainant and the staff of the Cemetery

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

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

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

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

21 **DISCIPLINARY ORDER**

22 IT IS HEREBY ORDERED that Certificate of Authority License No. COA 524 issued to
23 Evergreen Memorial Care, Inc. dba Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo,
24 RMO is revoked. However, the revocation is stayed and Respondent is placed on probation for
25 twelve (12) months on the following terms and conditions.

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

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

7 3. **Interview with Bureau Representative.** As necessary, Respondent shall appear in
8 person for scheduled interviews with the director or other designated representative for the
9 purpose of monitoring compliance with the terms of this decision.

10 4. **Out-of-State Residence or Operation.** Should Respondent leave California to
11 reside or operate outside this state, Respondent must notify the Bureau in writing of the dates of
12 departure and return. Reporting in person may be waived if the Respondent moves out of the
13 state. However, Respondent shall continue compliance with other terms of probation to retain
14 California licensure. The Bureau may determine whether periods of residency, business
15 operation or employment outside California reduce the probationary period.

16 5. **Violation of Probation.** Should Respondent violate probation in any respect, the
17 Director of the Department of Consumer Affairs, after giving Respondent notice and an
18 opportunity to be heard, may revoke probation and carry out the disciplinary order which was
19 stayed. If an Accusation or Petition to Revoke Probation is filed against Respondent during
20 probation, the Bureau shall have continuing jurisdiction until the matter is final, and the probation
21 shall be extended until the matter is final. Should Respondent fail to complete the sale of the
22 cemetery in accordance with paragraphs 13 and 14 of this stipulation, the notice and hearing
23 provisions of this section shall not be applicable and Respondent's license shall be automatically
24 revoked.

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

1 denial of an application.

2 7. **Cost Recovery.** Respondent shall pay the Bureau's actual and reasonable costs of
3 investigation and enforcement of this matter in the amount of \$20,396.36. Said amount shall be
4 paid in three equal installments, with the first payment due four (4) months from the effective
5 date of the decision, the second payment due eight (8) months from the effective date of the
6 decision, and the final payment due eleven (11) months from the effective date of the decision.
7 Respondent's license shall not be renewed until the cost recovery has been paid in full or
8 Respondent is otherwise in compliance with a payment plan approved by the Bureau.
9 Respondent and Tony Soo Hoo are both jointly and severally liable for repayment of this cost
10 recovery. Upon successful sale of the cemetery, Respondent shall pay to the Bureau the
11 remainder of the \$20,396.36, if any.

12 8. **Maintenance.** Respondent shall continue to comply with the provisions in California
13 Code of Regulations, title 16, section 2333, pertaining to Cemetery Maintenance Standards.
14 Respondent shall repair and maintain any and all utility water boxes in order to provide a
15 sufficient supply of water to keep cemetery grass and plants as green as seasonally possible in
16 accordance with natural terrain, availability of water, and any established watering restrictions
17 imposed by the local or county ordinances regarding water use. Respondent must make
18 arrangements to water the cemetery grass on the days/times identified by the local or county
19 municipality if such restrictions exist.

20 9. **Inspections.** Respondent shall be subject to monthly inspections by the Cemetery
21 and Funeral Bureau. Respondent will have an opportunity to correct any discrepancies identified
22 by the Bureau within a period of thirty (30) days; however, repeated violations of the same item
23 or issue shall subject Respondent to the revocation of its Certificate of Authority License.

24 10. **Evidence of Knowledge.** Upon request, Respondent shall provide evidence
25 satisfactory to the Bureau that all corporate officers, corporate directors, licensed employees and
26 any personnel who perform any functions related to the operation of Evergreen Cemetery or who
27 deal with the public are knowledgeable in the laws and regulations governing the cemetery
28 industry, and more specifically the interment of human remains.

1 **11. New Cemetery Manager.** Within sixty (60) days of the effective date of the
2 Bureau's decision, Respondent shall appoint a new cemetery manager properly licensed and
3 approved by the Bureau. The new cemetery manager shall be subject to the Bureau's prior
4 written approval. The Bureau shall not cite or otherwise file a petition to revoke probation for the
5 failure of Respondent to appoint a new cemetery manager within the first sixty (60) days of the
6 effective date of the decision.

7 **12. Endowment Care Fund Interest.** Respondent shall pay to Evergreen Cemetery's
8 Endowment Care Fund \$62,990.00 for the lost interest caused by the delay in depositing required
9 money into Evergreen Cemetery's Endowment Care Fund. Said amount shall be paid in three
10 equal installments, with the first payment due four (4) months from the effective date of the
11 decision, the second payment due eight (8) months from the effective date of the decision, and the
12 final payment due eleven (11) months from the effective date of the decision. Upon the
13 successful sale of the cemetery, Respondent shall pay to Evergreen Cemetery's Endowment Care
14 Fund the remainder of the \$62,990.00, if any. Additionally, within thirty days of the effective
15 date of the Bureau's decision, Respondent will provide satisfactory evidence to the Bureau to
16 reflect that it has complied with the instructions in the Bureau's July 22, 2015, letter regarding its
17 corrective action plan for Evergreen Cemetery's Endowment Care Fund.

18 **13. Sale of Evergreen Cemetery.** Respondent shall sell or otherwise transfer ownership
19 and operation of Evergreen Cemetery within the twelve month probationary period. No later than
20 thirty (30) days prior to the end of probation, Respondent may request a single six (6) month
21 extension of probation, and all terms and conditions of probation including this sale requirement,
22 from the Bureau. If Respondent requests an extension of time, then Respondent shall provide
23 evidence satisfactory to the Bureau of the efforts made during the twelve month probationary
24 period to sell or transfer Evergreen Cemetery. Such evidence will not require disclosure of the
25 terms and conditions of the sale/transfer including but not limited to financial information. The
26 Bureau shall have sole discretion whether to grant or deny the extension request. Upon request of
27 the Bureau, Respondent shall be required to disclose the names of any person or entity that has
28 made an offer to buy or otherwise acquire Evergreen Cemetery during the period of probation.


1 Respondent shall not sell or transfer the cemetery to any current or former employee, officer, or
2 director of Evergreen Memorial Care Inc., or Evergreen Cemetery, to any of their agents, or to
3 any current or former employee of any cemetery, funeral establishment, or crematory owned by
4 Respondent. Upon successful sale or transfer of the cemetery, Respondent shall surrender
5 Certificate of Authority License No. COA 524 for the Bureau's formal acceptance.

6 14. **Failure to Sell Evergreen Cemetery.** If Respondent fails to complete the sale of
7 Evergreen Cemetery prior to the end of probation, Respondent's Certificate of Authority license
8 shall be revoked automatically without further notice or opportunity to be heard.

9 ACCEPTANCE

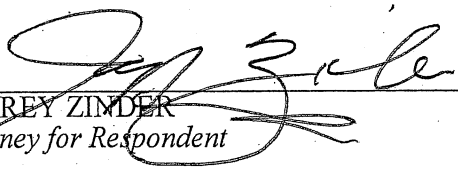
10 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
11 discussed it with my attorney, Jeffrey Zinder. I understand the stipulation and the effect it will
12 have on my Certificate of Authority License. I enter into this Stipulated Settlement and
13 Disciplinary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

15
16 DATED: 6/20/17


17 EVERGREEN MEMORIAL CARE, INC.
18 GLENN WONG, PRESIDENT
19 Respondent

20 I have read and fully discussed with Respondent Evergreen Memorial Care, Inc. dba
21 Evergreen Cemetery; Glenn Wong, President; Tony Soo Hoo, RMO the terms and conditions and
22 other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its
23 form and content.

24 DATED: 6/20/17


25 JEFFREY ZINDER
26 Attorney for Respondent

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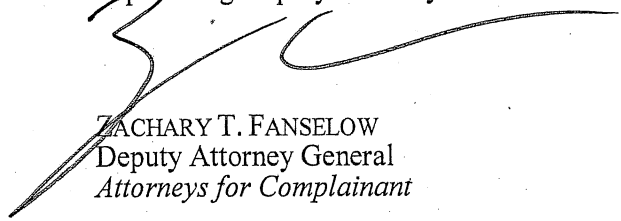
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ENDORSEMENT

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

Dated: 6/22/17

Respectfully submitted,
XAVIER BECERRA
Attorney General of California
MARC D. GREENBAUM
Supervising Deputy Attorney General



ZACHARY T. FANSELOW
Deputy Attorney General
Attorneys for Complainant

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