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

12
13 In the Matter of the Accusation Against:

14 **OCEANVIEW CREMATIONS**
15 **25180 Mission Blvd.**
Hayward, CA 94542
16 **Funeral Establishment License No. FD 2082**
17 **ROBERT SMITH, SR.**
18 **P.O. Box 45**
Hayward, CA 94543
19 **Funeral Director License No. FDR 781**

20 Respondents.

Case No. A1 2021 372

OAH No. 2022120074

ACCUSATION

21
22 **PARTIES**

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

26 2. On or about February 7, 2011, the Bureau issued Funeral Establishment License No.
27 FD 2082 to Oceanview Cremations (Respondent Oceanview), with Robert Smith, Sr.
28 (Respondent Smith) as the responsible managing funeral director. The Funeral Establishment

1 License was in full force and effect at all times relevant to the charges brought herein, except
2 between February 28, 2022, when the license expired, and April 4, 2022, when the license was
3 renewed. The license will expire on February 28, 2023, unless renewed. On or about December
4 22, 2022, in *In the Matter of the Petition for Interim Suspension Order Against Oceanview*
5 *Cremations and Robert C. Smith, Sr.*, OAH No. 2022120074, Respondent Oceanview's license
6 was suspended pending further proceedings, in accordance with Business and Professions Code
7 section 494, subdivision (f).

8 3. On or about May 13, 1997, the Bureau issued Funeral Director License No. FDR 781
9 to Respondent Smith. The Funeral Director License was in full force and effect at all times
10 relevant to the charges brought herein and will expire on May 31, 2023, unless renewed. On or
11 about December 22, 2022, in *In the Matter of the Petition for Interim Suspension Order Against*
12 *Oceanview Cremations and Robert C. Smith, Sr.*, OAH No. 2022120074, Respondent Smith's
13 license was suspended pending further proceedings, in accordance with Business and Professions
14 Code section 494, subdivision (f).

15 **JURISDICTION**

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

19 5. Code section 7686 states:

20 The bureau may suspend or revoke licenses, after proper notice and hearing to the
21 licensee, if the licensee has been found guilty by the bureau of any of the acts or
22 omissions constituting grounds for disciplinary action. The proceedings under this
23 article shall be conducted in accordance with Chapter 5 of Part 1 of Division 3 of
24 Title 2 of the Government Code, and the bureau shall have all the powers granted
25 therein.

26 6. Code section 118, subdivision (b) states:

27 The suspension, expiration, or forfeiture by operation of law of a license issued by a
28 board in the department [of Consumer Affairs], or its suspension, forfeiture, or
cancellation by order of the board or by order of a court of law, or its surrender
without the written consent of the board, shall not, during any period in which it may
be renewed, restored, reissued, or reinstated, deprive the board of its authority to
institute or continue a disciplinary proceeding against the licensee upon any ground
provided by law or to enter an order suspending or revoking the license or otherwise

1 taking disciplinary action against the licensee on any such ground.

2 **STATUTORY AND REGULATORY PROVISIONS**

3 7. Code section 7616, subdivision (a) states:

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

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

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

14 8. Code section 7617 states:

15 The business of a licensed funeral establishment shall be conducted and engaged in
16 at a fixed place or facility.

17 No person, partnership, association, corporation, or other organization shall open or
18 maintain a place or establishment at which to engage in or conduct, or hold himself or
19 herself or itself out as engaging in or conducting, the business of a funeral
20 establishment without a license.

21 9. Code section 7628 states:

22 Any person, partnership, association, corporation, or other organization desiring to
23 change the location of a licensed funeral establishment shall apply therefor on forms
24 furnished by the bureau and shall include a fee fixed by this chapter.

25 The application shall be granted by the bureau upon the filing with the bureau of a
26 favorable report from an inspector concerning the physical status or plans and
27 specifications of the proposed licensed funeral establishment to the effect that it
28 conforms to the requirements of this article.

10. Code section 7680 states:

Every license issued shall be displayed conspicuously in the place of business or
employment of the licensee.

11. Code section 7685, subdivision (a) states:

(1) Every funeral director shall provide to any person, upon beginning
discussion of prices or of the funeral goods and services offered, a written or printed
list containing, but not necessarily limited to, the price for professional services
offered, that may include the funeral director's services, the preparation of the body,
the use of facilities, and the use of automotive equipment. All services included in

1 this price or prices shall be enumerated. The funeral director shall also provide a
statement on that list that gives the price range for all caskets offered for sale.

2 . . .

3 (3) The funeral director shall also provide a written statement or list that, at a
4 minimum, specifically identifies a particular casket or caskets by price and by
5 thickness of metal, or type of wood, or other construction, interior and color, in
6 addition to other casket identification requirements under Part 453 of Title 16 of the
7 Code of Federal Regulations and any subsequent version of this regulation, when a
8 request for specific information on a casket or caskets is made in person by an
individual. Prices of caskets and other identifying features such as thickness of metal,
or type of wood, or other construction, interior and color, in addition to other casket
identification requirements required to be given over the telephone by Part 453 of
Title 16 of the Code of Federal Regulations and any subsequent version of this
regulation, shall be provided over the telephone, if requested.

9 12. Code section 7685.2 states:

10 (a) A funeral director shall not enter into a contract for furnishing services or
11 property in connection with the burial or other disposal of human remains until he or
12 she has first submitted to the potential purchaser of those services or property a
written or printed memorandum containing the following information, provided that
information is available at the time of execution of the contract:

13 (1) The total charge for the funeral director's services and the use of his or her
14 facilities, including the preparation of the body and other professional services, and
the charge for the use of automotive and other necessary equipment.

15 (2) An itemization of charges for the following merchandise as selected: the
16 casket, an outside receptacle, and clothing.

17 (3) An itemization of fees or charges and the total amount of cash advances
18 made by the funeral director for transportation, flowers, cemetery, crematory, or
hydrolysis facility charges, newspaper notices, clergy honorarium, transcripts,
19 telegrams, long distance telephone calls, music, and any other advances as authorized
by the purchaser.

20 (4) An itemization of any other fees or charges not included above.

21 (5) The total of the amount specified in paragraphs (1) to (4), inclusive.

22 If the charge for any of the above items is not known at the time the contract is
23 entered into, the funeral director shall advise the purchaser of the charge therefor,
within a reasonable period after the information becomes available. All prices
24 charged for items covered under Sections 7685 and 7685.1 shall be the same as those
given under such sections.

25 (b) A funeral establishment shall obtain from the person with the right to
26 control the disposition pursuant to Section 7100 of the Health and Safety Code, or the
person prearranging the cremation or hydrolysis and disposition of his or her own
27 remains, a signed declaration designating specific instructions with respect to the
disposition of cremated remains or hydrolyzed human remains. The bureau shall
28 make available a form upon which the declaration shall be made. The form shall
include, but not be limited to, the names of the persons with the right to control the
disposition of the cremated remains or hydrolyzed human remains and the person

1 who is contracting for the cremation or hydrolysis services; the name of the deceased;
2 the name of the funeral establishment in possession of the remains; the name of the
3 crematorium or hydrolysis facility; and specific instructions regarding the manner,
4 location, and other pertinent details regarding the disposition of cremated remains or
hydrolyzed human remains. The form shall be signed and dated by the person
arranging for the cremation or hydrolysis and the funeral director, employee, or agent
of the funeral establishment in charge of arranging or prearranging the cremation or
hydrolysis service.

5 . . .

6 13. Code section 7692 states:

7 Misrepresentation or fraud in the conduct of the business or the profession of a
8 funeral director or embalmer constitutes a ground for disciplinary action.

9 14. Code section 7693 states:

10 False or misleading advertising as a funeral establishment, funeral director, or
11 embalmer constitutes a ground for disciplinary action.

12 15. Code section 7707 states:

13 Gross negligence, gross incompetence or unprofessional conduct in the practice of
14 funeral directing or embalming constitutes a ground for disciplinary action.

15 16. Health and Safety Code section 7110 states:

16 Any person signing any authorization for the interment or cremation of any remains
17 warrants the truthfulness of any fact set forth in the authorization, the identity of the
18 person whose remains are sought to be interred or cremated, and his or her authority
to order interment or cremation. He or she is personally liable for all damage
occasioned by or resulting from breach of such warranty.

19 17. Health and Safety Code section 102775 states:

20 Each death shall be registered with the local registrar of births and deaths in the
21 district in which the death was officially pronounced or the body was found, within
eight calendar days after death and prior to any disposition of the human remains.

22 18. Health and Safety Code section 103070 states:

23 The body of any person whose death occurs in this state, or whose body is found in
24 the state, or that is brought in from outside the state, shall not be temporarily held
pending disposition more than eight calendar days after death, unless a permit for
25 disposition is issued by the local registrar of the registration district in which the
death occurred or the body was found.

26 19. California Code of Regulations, title 16, section 1204, subdivision (b) states:

27 The designated managing licensed funeral director of a licensed funeral
28 establishment shall be responsible for exercising such direct supervision and control
over the conduct of said funeral establishment as is necessary to ensure full

1 compliance with the Funeral Directors and Embalmers Law, the provisions of this
2 chapter and the applicable provisions of the Health and Safety Code. Failure of the
3 designated managing licensed funeral director and/or the licensed funeral
4 establishment to exercise such supervision or control, or failure of the holder of the
5 funeral establishment license to make such designation shall constitute a ground for
6 disciplinary action.

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10 20. California Code of Regulations, title 16, section 1210 states:

11 The certificate of licensure shall remain the property of the State of California, in
12 possession of the licensee only so long as he/she or it exercises the license at the
13 location specified in the license, and said certificate shall be surrendered to the bureau
14 upon change of address, change of name, assignment or upon discontinuance of
15 business at the specified address. This rule shall not prevent a licensed funeral
16 director from conducting a funeral in another licensed establishment, nor shall it
17 prevent a licensed funeral director from conducting a funeral at a church, cemetery,
18 home, public hall, lodge room, or other suitable place.

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22 21. California Code of Regulations, title 16, section 1214 states:

23 Except as otherwise provided in Health and Safety Code section 7304, human
24 remains shall not be embalmed without the express authorization of a person having
25 the legal right to control disposition of the remains. Such authorization, to either
26 accept or decline embalming, shall be secured by use of form 12-AUTH (rev. 11/14)
27 prescribed by the bureau and made a part of this regulation. The form shall be used in
28 the exact form set forth below, without additions, substitutions, or amendments, and
may be either a separate form or combined with another form.

...

29 22. California Code of Regulations, title 16, section 1258.1 states:

...

30 (c) The statement regarding the price range for all caskets offered for sale,
31 required pursuant to Business and Professions Code section 7685, shall:

32 (1) Differentiate between the price range for all caskets regularly offered for
33 sale, and the price range for all alternative containers regularly offered for sale.

34 (d) All caskets, representations of caskets, and alternative containers regularly
35 offered for sale shall be either physically displayed in the funeral establishment casket
36 selection room or displayed photographically.

...

37 23. California Code of Regulations, title 16, section 1258.2, subdivision (f) states:

38 All rental caskets shall be included on the casket price list required by Business and
39 Professions Code section 7685 and shall be displayed in the funeral establishment
40 casket selection room or displayed photographically. When a rental casket is used, it
41 shall appear on the contract for funeral goods or services.

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1 24. California Code of Regulations, title 16, section 1277.5 states:

2 (a) The statement disclosing whether or not the funeral establishment has any
3 preneed agreement made by or on behalf of the deceased shall be made on the
4 “Disclosure of Preneed Funeral Agreement” form provided by the Bureau (Form
5 21F1 (10/03)), which is hereby incorporated by reference. The disclosure statement
6 shall be signed and dated by the representative of the funeral establishment and by the
7 survivor or responsible party. A copy of the completed disclosure statement shall be
8 given to the survivor or responsible party, and the original completed disclosure
9 statement, or copy thereof, shall be retained by the funeral establishment for not less
10 than one (1) year after the serviced preneed account has been audited by the Bureau
11 or seven (7) years from the date the disclosure statement was made, whichever comes
12 first.

13 (b) The “survivor” is the person with the right to control disposition of the
14 remains under Health and Safety Code Section 7100, or their designee.

15 (c) The “responsible party” is the person contracting for funeral goods or
16 services or both funeral goods and services for the decedent from the funeral
17 establishment.

18 (d) Pursuant to Business and Professions Code Sections 7685.6 and 7745, a
19 copy of any signed preneed agreement made by, or on behalf of the decedent that is
20 paid for in full or in part and is in the possession of the funeral establishment must
21 be given to the responsible party or the decedent's survivor who is handling the funeral
22 arrangements prior to drafting any contract for goods or services.

23 **COST RECOVERY**

24 25. Code Section 125.3 provides, in pertinent part, that the Bureau may request the
25 administrative law judge to direct a licentiate found to have committed a violation or violations of
26 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
27 enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
28 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
included in a stipulated settlement.

29 **FACTUAL ALLEGATIONS**

30 **General Allegations**

31 26. At all times relevant to the allegations below, Respondent Smith was the designated
32 managing licensed funeral director of Respondent Oceanview.

33 27. At all times relevant to the allegations below, Respondent Oceanview’s Bureau-
34 approved business premises were at 25180 Mission Boulevard in Hayward, California.

1 28. On or about February 28, 2022, Respondent Oceanview’s Funeral Establishment
2 License expired. Respondent Oceanview continued conducting the business of a funeral
3 establishment under the expired license, and did not renew it until on or about April 4, 2022.
4 During this period when its license was expired, Respondent Oceanview stored and transported
5 uncremated human remains, made arrangements for cremations, registered death certificates, and
6 obtained disposition permits.

7 29. On or about April 5, 2022, Respondent Oceanview moved its place of business from
8 the Bureau-approved address of 25180 Mission Boulevard in Hayward, California to an adjacent
9 storefront at 25176 Mission Boulevard. Respondent Oceanview did so without filing a change of
10 location form with the Bureau or surrendering its license to operate at its previous facility.
11 Respondent Oceanview then conducted the business of a funeral establishment out of the new
12 location, even though the location did not contain a cold storage unit and had not been inspected
13 or approved by the Bureau.

14 **February 2, 2022 Inspection**

15 30. On or about February 2, 2022, a Bureau Field Representative conducted a routine
16 inspection of Respondent Oceanview’s facility at 25180 Mission Boulevard. The Field
17 Representative noted several deficiencies, specifically:

- 18 • The Bureau-issued license was not conspicuously displayed.
- 19 • The list of caskets available for purchase did not contain sufficient identifying
20 information.
- 21 • The caskets available for purchase and rent were not all displayed in the premises,
22 either physically or photographically.

23 **Decedent SL**

24 31. SL passed away on or about June 26, 2022, and her surviving spouse, JK, made oral
25 arrangements with Respondent Oceanview for funeral services. JK paid approximately \$933.50
26 for cremation services and five copies of SL’s death certificate.

27 32. Respondent Oceanview held SL’s remains for approximately 46 days (June 26, 2022
28 to August 11, 2022) before transporting them for cremation. During this time, JK called

1 Respondent Oceanview multiple times, seeking an update on the status of SL’s cremation, but
2 neither Respondent Smith nor any other staff member returned her calls. This caused JK
3 considerable distress.

4 33. Respondent Oceanview did not register SL’s death certificate or receive a disposition
5 permit for SL’s remains until on or about July 28, 2021, 32 days after SL’s death.

6 34. Respondent Oceanview did not obtain JK’s signature on an Authorization For
7 Removal Of Human Remains form, a Declaration for Disposition of Cremated Remains form, a
8 Disclosure Of Preneed Funeral Agreement form, an Authorization To Accept Or Decline
9 Embalming form, or a Statement Of Funeral Goods And Services Selected form. Instead,
10 Respondent Smith forged JK’s signature and initials on the Cremation Authorization and
11 Declaration for Disposition of Cremated Remains forms, and presented these forms to staff at the
12 Cypress Lawn Cremation Center (Cypress Lawn) in Colma, California. Believing the forged
13 documents to be valid, the crematory staff went forward with the cremation of SL’s remains on or
14 about August 11, 2011. Later that day, Respondent Smith e-mailed the above-named documents
15 to JK and asked her to sign them after the fact.

16 35. On or about October 11, 2021, when interviewed by a Bureau Field Representative
17 about the issues surrounding SL’s funeral services, Respondent Smith admitted forging JK’s
18 signature and initials on the Cremation Authorization and Declaration for Disposition of
19 Cremated Remains forms, stating, “I did that. I DocuSigned those. I do it all the time,” or words
20 to that effect. Respondent further admitted that he “forgot to follow up” with JK regarding SL’s
21 cremation, or words to that effect.

22 **Decedent JB**

23 36. JB passed away on or about August 20, 2021. On or about August 24, 2021, JB’s
24 surviving sister, LB, viewed Respondent Oceanview’s website and saw an advertisement for
25 direct cremation priced at \$769.00, with “no hidden costs or fees.” However, when she contacted
26 Respondent Oceanview to purchase the cremation package, Respondent Smith quoted her a price
27 of \$849.50. Respondent Smith subsequently quoted a price of over \$3,000.00, due to the
28 decedent’s weight.

1 37. On or about October 6, 2021, a Bureau Field Representative reviewed Respondent
2 Oceanview’s website. Under the tab “Services,” the website advertised direct cremation,
3 inclusive of the crematory fee and transportation to the crematory, for \$769.00. No mention was
4 made of any additional charges. However, Respondent Oceanview’s General Price List, found
5 elsewhere on the website, indicated that extra charges applied for decedents over a certain weight.

6 38. On or about October 7, 2021, a Bureau Field Representative questioned Respondent
7 Smith about the \$849.50 quote given to LB. Respondent Smith stated that the direct cremation
8 package was \$769.00, plus a \$60.00 “crematory handling fee,” \$12.00 for the cremation permit,
9 and \$8.50 for the Department of Consumer Affairs fee. None of these extra fees were listed on
10 Respondent Oceanview’s website.

11 **Decedent JG**

12 39. JG passed away on or about November 5, 2021. Respondent Oceanview took
13 custody of JG’s remains that same day, pursuant to unpaid preneed arrangements made by JG’s
14 surviving daughter, PP. PP thereafter paid approximately \$1,030.00 for cremation services and
15 six copies of JG’s death certificate.

16 40. Respondent Oceanview held JG’s remains for approximately 33 days (November 5,
17 2021 to December 8, 2021) before transporting them for cremation. During this time, PP
18 repeatedly called Respondent Oceanview to find out the status of her father’s cremation;
19 however, no one responded to her calls or messages. On multiple occasions, PP was unable to
20 reach Respondent Oceanview because the voice mailbox was full or the number was out of
21 service. This caused PP considerable distress.

22 41. On or about December 1, 2021, PP reported the situation to the Hayward Police
23 Department. Later that day, PP received a call from the Police Department, reporting that officers
24 visited Respondent Oceanview’s establishment, spoke to Respondent Smith, and provided
25 Respondent Smith with PP’s contact information.

26 42. On or about December 7, 2021, Respondent Smith signed a Declaration for
27 Disposition of Cremated Remains form, falsely attesting that he had the legal right to authorize
28

1 JG's cremation. The form also incorrectly listed Castro Valley Crematorium Inc. as the place of
2 cremation.

3 43. Respondent Oceanview failed to complete a Disclosure of Preneed Funeral
4 Agreement form regarding JG.

5 44. Respondent Oceanview did not register JG's death certificate or receive a disposition
6 permit for JG's remains until on or about December 7, 2021, 32 days after JG's death.

7 45. Although PP requested and paid for five copies of JG's death certificate, Respondent
8 Oceanview failed to provide her with such.

9 46. On or about February 3, 2022, when interviewed by a Bureau Field Representative
10 about the issues surrounding JG's funeral services, Respondent Smith admitted that he failed to
11 return PP's calls, stating, "I wasn't having problems with the phone, I was having problems with
12 me," or words to that effect. Respondent Smith reported that he was having health and memory
13 loss problems, and that he had no recollection of speaking with the Hayward Police. When asked
14 why he did not have PP sign the Declaration for Disposition of Cremated Remains form,
15 Respondent Smith stated, "She was already mad at me," or words to that effect.

16 **Decedent RC-1**

17 47. RC-1 passed away on or about December 22, 2021, and Respondent Oceanview took
18 custody of RC-1's remains on or about December 24, 2021. Respondent Oceanview did not
19 register RC-1's death certificate or obtain a disposition permit for RC-1's remains until on or
20 about February 4, 2022, 44 days after RC-1's death.

21 **Decedent AM**

22 48. AM passed away on or about January 7, 2022, and Respondent Oceanview took
23 custody of AM's remains approximately two to three days later. Respondent Oceanview did not
24 register AM's death certificate or obtain a disposition permit for AM's remains until on or about
25 February 22, 2022, 46 days after AM's death.

26 **Decedent DS**

27 49. DS passed away on or about November 11, 2021, and Respondent Oceanview took
28 custody of his remains on or about November 23, 2021, pursuant to arrangements made by DS's

1 surviving nephew, JS. JS paid approximately \$1,200.00 for the cremation services and five
2 copies of DS's death certificate.

3 50. Respondent Oceanview held DS's remains for approximately 130 days (November
4 23, 2021 to April 8, 2022) before transporting them for cremation. During this time, JS
5 repeatedly called Respondent Oceanview and left multiple voice messages, none of which were
6 returned. On another occasion, JS was answered with a recording that Respondent Oceanview's
7 phone number was out of service. On the one occasion that JS did speak to Respondent Smith, on
8 or about January 25, 2022, Respondent Smith falsely stated that the delay in cremation was
9 caused by "problems with the paperwork," or words to that effect. Respondent Smith later
10 admitted that he had simply forgotten that DS's remains were in Respondent Oceanview's
11 possession. This lack of communication caused JS considerable distress.

12 51. The Statement of Funeral Goods and Services Selected, signed by JS on or about
13 November 11, 2021, falsely listed Respondent Oceanview's address as 21365 Mission Boulevard
14 in Hayward.

15 52. Respondent Oceanview did not register DS's death certificate or receive a disposition
16 permit for DS's remains until on or about March 21, 2022, approximately 130 days after DS's
17 death.

18 53. On or about April 11, 2022, when interviewed by a Bureau Field Representative
19 about the issues surrounding DS's funeral services, Respondent Smith stated that he "forgot"
20 DS's remains were in Oceanview's custody. Respondent Smith reported that he had been
21 hospitalized, was experiencing memory loss, and "just haven't been right," or words to that
22 effect. Respondent Smith admitted that he did not return several of JS's messages, and that he
23 had "temporarily taken down" Respondent Oceanview's main business number for an unspecified
24 period of time, or words to that effect.

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1 **Decedent CMA**

2 54. CMA passed away on or about November 7, 2021. That same day, Respondent
3 Oceanview took custody of CMA’s remains pursuant to arrangements made by CMA’s surviving
4 granddaughter, RQ.

5 55. Respondent Oceanview held CMA’s remains for approximately 137 days (November
6 7, 2021 to March 24, 2022) before transporting them for cremation. During this time, RQ
7 repeatedly called and e-mailed Respondents, but received no answers to her messages. On other
8 occasions, RQ was unable to leave a voice message because Respondent Oceanview’s voice
9 mailbox was full; on another, RQ received a recorded message that the number had been
10 disconnected. This caused RQ considerable distress. RQ finally made contact with Respondent
11 Smith on or about March 7, 2022, at which time Respondent Smith falsely stated that the
12 cremation would occur on March 14, 2022.

13 56. CMA’s remains were not cremated until on or about March 24, 2022. Thereafter,
14 Respondent Smith stored the temporary urn containing CMA’s remains on the floor of
15 Respondent Oceanview’s new, unapproved facility at 25176 Mission Boulevard.

16 57. The Declaration for Disposition of Cremated Remains form regarding CMA did not
17 contain specific instructions as to the manner, location, and other pertinent details regarding the
18 disposition of CMA’s remains. Instead, the form stated only, “Return cremated remains to RQ.”

19 58. The Statement of Funeral Goods and Services Selected and Authorization for
20 Removal of Human Remains regarding CMA falsely listed Respondent Oceanview’s address as
21 21365 Mission Boulevard in Hayward.

22 59. Respondent Oceanview did not register CMA’s death certificate or obtain a
23 disposition permit for CMA’s remains until on or about March 7, 2022, 120 days after CMA’s
24 death.

25 60. On or about April 11, 2022, when interviewed by a Bureau Field Representative
26 about the issues surrounding CMA’s funeral services, Respondent Smith stated that he “probably”
27 did not return messages from RQ, and that he was “possibly” dishonest with her about what
28

1 caused the delay in CMA's cremation, or words to that effect. Respondent Smith reported that he
2 was having "tough memory loss," or words to that effect.

3 **Decedent RC-2**

4 61. RC-2 passed away on or about December 31, 2021. That same day, Respondent
5 Oceanview took custody of RC-2's remains pursuant to a pre-paid cremation arrangement made
6 by RC-2 through an insurance company.

7 62. Respondent Oceanview held RC-2's remains for approximately 77 days (December
8 31, 2021 to March 17, 2022), after which RC-2's surviving son, RC-2 Jr., arranged for a different
9 establishment to handle the funeral arrangements. During this time, RC-2 Jr. called Respondent
10 Oceanview repeatedly, but his messages were not returned. On other occasions, RC-2 Jr. was
11 unable to leave a message because the voice mailbox was full. This caused RC-2 Jr. considerable
12 distress.

13 63. RC-2 Jr. also sent a series of text messages to Respondent Smith, seeking information
14 about RC-2's death certificate. The majority of the messages went unanswered, except on or
15 about February 24, 2022, when Respondent Smith falsely indicated that RC-2's death certificate
16 would be registered the next day.

17 64. RC-2 Jr. made arrangements for the other funeral establishment to take possession of
18 RC-2's uncremated remains on or about March 17, 2022. At that point, Respondent Oceanview
19 had still not registered RC-2's death certificate or received a disposition permit for RC-2's
20 remains, even though 77 days had passed since RC-2's death.

21 65. On or about April 11, 2022, when interviewed by a Bureau Field Representative
22 about the issues surrounding RC-2's funeral services, Respondent Smith acknowledged that he
23 did not return several voicemails and text messages sent by RC-2 Jr. When asked whether he
24 misled RC-2 Jr. about the status of RC-2's death certificate, Respondent Smith stated, "I probably
25 did," or words to that effect.

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1 **Decedent AV**

2 66. AV passed away on or about January 20, 2022. On or about January 21, 2022, AV's
3 surviving daughter, MV, made arrangements with Respondent Oceanview for AV's cremation.
4 AV's surviving son, GV, paid \$1,089.50 for the cremation and ten copies of the death certificate.
5 On that same date, Respondent Smith falsely told MV that the crematory "was really backed up,"
6 or words to that effect, and that the cremation would occur in approximately 15 days.

7 67. Respondent Oceanview failed to take possession of AV's remains until on or about
8 January 25, 2022, and did so only after the hospital where AV died contacted MV to inform her
9 that AV's remains were still in their facility.

10 68. Respondent Oceanview held AV's remains for approximately 68 days (January 25,
11 2022 to April 4, 2022) before MV arranged for another establishment to handle the funeral
12 services. During this time, MV left numerous voicemails, none of which received a response. On
13 other occasions, MV was unable to leave a message because the mailbox was full; in one
14 instance, she was answered with a recording that the number had been disconnected. On the
15 occasions when MV was able to reach Respondent Smith, Respondent Smith told her that he was
16 not in the office and would call her back. Respondent Smith failed to do so. This caused MV
17 considerable distress.

18 69. The Declaration for Disposition of Cremated Remains form, signed by MV on or
19 about January 21, 2022, did not contain specific instructions as to the manner, location, and other
20 pertinent details regarding the disposition of AV's remains. Instead, the form stated only,
21 "Return cremated remains to MV."

22 70. Respondent Oceanview did not register AV's death certificate or receive a
23 disposition permit for AV's remains until on or about March 24, 2022, 60 days after AV's death.

24 71. After transferring custody of AV's remains to the other funeral establishment,
25 Respondent Oceanview did not proactively refund GV's payment. Rather, GV had to file a
26 chargeback complaint with his bank to obtain a refund for services not provided.

27 72. On or about April 11, 2022, when interviewed by a Bureau Field Representative
28 about the issues surrounding AV's funeral services, Respondent Smith reported that he was

1 dealing with “mass confusion,” or words to that effect, and did not recall telling MV that the
2 crematory was “backed up.” Respondent Smith also stated that the cremation was delayed
3 because “we needed to get a coroner’s number,” or words to that effect; however, AV’s death was
4 not investigated by the county coroner.

5 **Decedent GE**

6 73. GE passed away on or about November 17, 2021. After a dispute with the
7 establishment initially hired to provide funeral services, GE’s surviving son, JE, made
8 arrangements with Respondent Oceanview to take custody of GE’s remains and provide
9 cremation services. Respondent Oceanview took custody of GE’s remains on or about January
10 25, 2022.

11 74. The Statement of Funeral Goods and Services Selected and Authorization for
12 Removal of Human Remains regarding GE falsely listed Respondent Oceanview’s address as
13 21365 Mission Boulevard in Hayward.

14 75. Between approximately January 25, 2022 and February 10, 2022, JE repeatedly
15 called and e-mailed Respondent Oceanview to receive an update on his mother’s cremation. JE
16 was unable to leave voice mail messages, either because Respondent Oceanview’s mailbox was
17 full or the number was out of service, and an e-mail sent to Oceanview bounced back as
18 undeliverable. This caused JE considerable distress.

19 76. On or about February 10, 2022, JE went to Respondent Oceanview’s premises to sign
20 the documents necessary for GE’s cremation. Although JE had not yet signed a Declaration for
21 Disposition of Cremated Remains form, Respondent Smith told JE that there were no forms for
22 him to sign, and falsely stated that GE’s remains had already been transported to a crematory.

23 77. At some point between February 10, 2022 and March 8, 2022, Respondent Smith told
24 JE, falsely, that GE’s remains had been transported to Cypress Lawn, but that the crematory was
25 behind schedule and taking two to three weeks to perform cremations. When JE requested
26 contact information for Cypress Lawn, Respondent Smith stated, falsely, that Cypress Lawn did
27 not have a public phone number. JE thereafter found Cypress Lawn’s public phone number
28

1 through an internet search, and after speaking to the crematory manager, learned that Cypress
2 Lawn had no record of receiving GE's remains.

3 78. On or about April 11, 2022, when interviewed by a Bureau Field Representative,
4 Respondent Smith falsely reported that GE's remains were either at Cypress Lawn or at Santos-
5 Robinson Mortuary, a funeral establishment in San Leandro that shares preparation facilities with
6 Respondent Oceanview. The Field Representative confirmed after the interview that neither
7 location had GE's remains.

8 79. Later that day, Respondent Smith transported GE's remains to Santos-Robinson, and
9 suggested to the Santos-Robinson funeral director that he lie to the Bureau Field Representative
10 about the delivery of the remains.

11 80. Later that day, after learning that GE's remains had been delivered to Santos-
12 Robinson, the Bureau Field Representative asked Respondent Smith where the remains had been
13 stored before transportation to Santos-Robinson, as Respondent Oceanview's new facility at
14 25176 Mission Boulevard did not have a cold storage unit. Respondent Smith refused to answer.

15 81. On or about April 28, 2022, JE arranged for another funeral establishment to take
16 custody of GE's remains. By then, Respondent Oceanview had held GE's remains for
17 approximately 93 days (January 25, 2022 to April 28, 2022).

18 82. Although in possession of GE's remains for approximately 93 days, at no point did
19 Respondent Oceanview obtain a disposition permit.

20 **Decedent ET**

21 83. ET passed away on or about December 13, 2021. That same day, ET's mother, JL,
22 and uncle, EL, made arrangements for Respondent Oceanview to provide cremation services.
23 Oceanview took custody of ET's remains on or about December 29, 2022.

24 84. Respondent Oceanview held ET's remains for approximately 83 days (December 29,
25 2021 to March 22, 2022) before transporting them for cremation. During this time, JL repeatedly
26 texted Respondent Smith's cell phone to obtain updates. Respondent Smith did not return several
27 of JL's texts. On the occasions when Respondent Smith did respond, he blamed the delay on
28

1 medical personnel at the hospital where ET died. This lack of communication caused JL
2 considerable distress.

3 85. Respondent Oceanview did not register ET's death certificate or obtain a disposition
4 permit for ET's remains until on or about March 11, 2022, 88 days after ET's death.

5 86. On or about April 11, 2022, when interviewed by a Bureau Field Representative
6 about the issues surrounding ET's funeral services, Respondent Smith admitted that he had not
7 responded to several of JL's text messages, stating, "I just couldn't place her. I'm having
8 memory problems. I'm just not right," or words to that effect.

9 **Decedent ML**

10 87. ML passed away on or about March 15, 2022. That same day, Respondent
11 Oceanview took custody of ML's remains pursuant to preneed cremation arrangements made by
12 ML's surviving son, JLB.

13 88. Respondent Oceanview held ML's remains for 28 days (March 15, 2022 to April 12,
14 2022) before transporting them for cremation. During this time, JLB repeatedly called and e-
15 mailed Respondent Oceanview, but received no reply. On one occasion, JLB's call to
16 Respondent Oceanview was met with a message indicating that the number was out of service.
17 This lack of communication JLB considerable distress.

18 89. On or about April 11, 2022—the day before ML's remains were transported for
19 cremation—a Bureau Field Representative interviewed Respondent Smith about the issues
20 surrounding ML's funeral services. Respondent Smith falsely stated that he had registered ML's
21 death certificate and obtained a disposition permit on March 24, 2022. Respondent Smith also
22 falsely stated that ML's remains had been transported to Cypress Lawn for cremation.

23 90. Later that day, the Bureau Field Representative confirmed that Cypress Lawn did not
24 have custody of ML's remains. The Field Representative thereafter e-mailed Respondent Smith
25 and asked where ML's remains were being stored, as Respondent Oceanview's new facility at
26 25176 Mission Boulevard did not have a cold storage unit. Respondent Smith refused to answer.

27 91. The Authorization for Removal of Human Remains regarding ML falsely listed
28 Respondent Oceanview's address as 21365 Mission Boulevard in Hayward.

1 92. Respondent Oceanview did not obtain a disposition permit for ML's remains until on
2 or about April 12, 2022, 28 days after ML's death.

3 **Decedent LR**

4 93. LR passed away on or about November 7, 2021. Respondent Oceanview took
5 custody of LR's remains on or about December 10, 2021, pursuant to arrangements made by LR's
6 surviving son, RR.

7 94. Respondent Oceanview held LR's remains for approximately 60 days (December 10,
8 2021 to February 8, 2022) before transporting them for cremation. Respondent Oceanview took
9 custody of LR's cremated remains on or about February 10, 2022, and thereafter held the remains
10 for approximately 131 days (February 10, 2022 to June 21, 2022 (131 days) before delivering
11 them to RR.

12 95. Between late December 2021 and June 2022, LR's surviving children (RR, CR, and
13 CC) made numerous attempts to contact Respondent Oceanview. Their e-mails went
14 unanswered, and they were unable to leave voice mail messages because the mailbox was full.
15 This caused them considerable distress.

16 96. On or about June 20, 2022, CC called the Hayward Police Department and requested
17 assistance. The police contacted Respondent Smith by telephone. Later that day, Respondent
18 Smith called CC and told her, "Your Dad is on my desk," or words to that effect. Respondent
19 Smith apologized to CC for the delay and offered a refund. The next day, on or about June 21,
20 2022, RR went to Respondent Oceanview's place of business and retrieved his father's ashes.
21 When RR asked about the promised refund, Respondent Smith refused and stated, "Take me to
22 court," or words to that effect.

23 97. On or about February 3, 2022, Respondent Smith signed a Declaration for
24 Disposition of Cremated Remains form, falsely attesting that he had the legal right to authorize
25 LR's cremation.

26 98. The Declaration for Disposition of Cremated Remains form regarding LR did not
27 contain specific instructions as to the manner, location, and other pertinent details regarding the
28 disposition of LR's remains. Instead, the form stated only, "Return cremated remains to RR."

1 99. The Authorization for Removal of Human Remains regarding LR falsely listed
2 Respondent Oceanview’s address as 21365 Mission Boulevard in Hayward.

3 100. On or about August 22, 2022, when interviewed by a Bureau Field Representative
4 about the issues surrounding LR’s funeral services, Respondent Smith stated that he did not recall
5 receiving phone messages or e-mails from LR’s children, nor did he remember being contacted
6 by the Hayward Police regarding the location of LR’s remains. Respondent Smith reported that
7 he attempted to call RR “a couple of times,” or words to that effect, but could not remember
8 whether he had left messages on those occasions. Respondent Smith stated that he had been on
9 vacation in December 2021, and thereafter had COVID-19 and “health issues,” or words to that
10 effect. Respondent Smith also admitted that he still had not notified the Bureau of Respondent
11 Oceanview’s new business address.

12 **FIRST CAUSE FOR DISCIPLINE**

13 **(Failure to Maintain Suitable Storage Room – Respondent Oceanview)**

14 101. Respondent Oceanview subjected its license to discipline under Code section 7616,
15 subdivision (a) in that, as described in paragraphs 29, 78, 80, and 90, Respondent Oceanview
16 conducted the business of a funeral establishment and maintained custody of uncremated human
17 remains in the absence of a room suitable for storage of human remains.

18 **SECOND CAUSE FOR DISCIPLINE**

19 **(Operating Without a Valid License – Respondent Oceanview)**

20 102. Respondent Oceanview subjected its license to discipline under Code section 7617
21 in that, as described in paragraphs 28, 55-56, 59, 62, 68, 70, 77-80, 84-85, 87-88, and 94-95,
22 between February 28 and April 4, 2022, Respondent Oceanview conducted the business of a
23 funeral establishment without an active, valid license issued by the Bureau.

24 **THIRD CAUSE FOR DISCIPLINE**

25 **(Changing Location Without Application/Inspection – Respondent Oceanview)**

26 103. Respondent Oceanview subjected its license to discipline under Code section 7628
27 in that, as described in paragraphs 27, 29, and 100, Respondent Oceanview changed locations
28

1 without first filing an application with the Bureau and having the premises inspected for
2 compliance with the Cemetery and Funeral Act.

3 **FOURTH CAUSE FOR DISCIPLINE**

4 **(Failure to Display License in Conspicuous Location – Respondent Oceanview)**

5 104. Respondent Oceanview subjected its license to discipline under Code section 7680
6 in that, as described in paragraph 30, Respondent Oceanview failed to display its Bureau-issued
7 license in a conspicuous location in its place of business.

8 **FIFTH CAUSE FOR DISCIPLINE**

9 **(Noncompliant Casket List/Display– Respondent Oceanview)**

10 105. Respondent Oceanview subjected its license to discipline under Code section 7685,
11 subd. (a)(3) and California Code of Regulations, title 16, sections 1258.1 and 1258.2 in that, as
12 described in paragraph 30, Respondent Oceanview’s list of caskets available for purchase did not
13 provide sufficient identifying information. In addition, not all of the caskets available for
14 purchase or rent were on display, either physically or photographically.

15 **SIXTH CAUSE FOR DISCIPLINE**

16 **(Failing to Provide Memorandum of Goods and Services – Respondent Oceanview)**

17 106. Respondent Oceanview subjected its license to discipline under Code section
18 7685.2, subdivision (a) in that, as described in paragraph 34, Respondent Oceanview failed to
19 provide a written memorandum of goods and services purchased prior to cremating the remains of
20 decedent SL.

21 **SEVENTH CAUSE FOR DISCIPLINE**

22 **(Failing to Obtain Legally Compliant Declaration – Respondent Oceanview)**

23 107. Respondent Oceanview subjected its license to discipline under Code section
24 7685.2, subdivision (b) in that, as described in paragraphs 34, 42, 57, 69, and 97-98, Respondent
25 Oceanview failed to obtain signed declarations designating specific instructions as to the
26 disposition of remains. Specifically, the declarations regarding SL, JG, and LR were not signed
27 by the person authorized to control disposition of the remains, and the declarations regarding
28 CMA, AV, and LR did not contain specific instructions as to the disposition of the remains.

1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Fraud/Misrepresentation – Respondent Oceanview)**

3 108. Respondent Oceanview subjected its license to discipline under Code section 7617
4 in that, as described in paragraphs 26-100, Respondent Oceanview repeatedly committed fraud
5 and/or misrepresentation. Specifically, Respondent Oceanview held itself out as a licensed
6 funeral establishment and conducted business under an invalid license; falsely advertised the
7 price of funeral services on its website; misled customers about the status of cremations and the
8 reasons for delay; falsely told customers that cremations would occur by a particular date; lied
9 about the location of uncremated human remains; offered a refund to a customer and then
10 rescinded the offer; failed to return customer telephone calls and e-mails; presented forged and
11 falsely attested documents to a crematory; made misstatements regarding the location of its
12 premises on multiple forms/documents; and misstated the name of the crematory on a declaration
13 regarding disposal of remains.

14 **NINTH CAUSE FOR DISCIPLINE**

15 **(False/Misleading Advertising – Respondent Oceanview)**

16 109. Respondent Oceanview subjected its license to discipline under Code section 7693
17 in that, as described in paragraphs 36-38, Respondent Oceanview engaged in false and/or
18 misleading advertising.

19 **TENTH CAUSE FOR DISCIPLINE**

20 **(Unprofessional Conduct – Respondent Oceanview)**

21 110. Respondent Oceanview subjected its license to discipline under Code section 7707
22 in that, as described in paragraphs 26-100, Respondent Oceanview engaged in unprofessional
23 conduct. Specifically, Respondent Oceanview held itself out as a licensed funeral establishment
24 and conducted business under an invalid license; falsely advertised the price of funeral services
25 on its website; held the uncremated remains of numerous decedents for lengthy periods of time
26 without any communication with the decedents' survivors; misled customers about the status of
27 cremations and the reasons for delay; shut off its phone line, leaving customers unable to make
28 contact; falsely told customers that cremations would occur by a particular date; failed to return

1 customer telephone calls and e-mails; lied about the location of uncremated human remains and
2 encouraged the operator of another funeral home to do the same; refused to reveal the location of
3 uncremated human remains to a Bureau Field Representative; offered a refund to a customer and
4 then rescinded the offer; presented forged and falsely attested documents to a crematory; made
5 misstatements regarding the location of its premises on multiple forms/documents; misstated the
6 name of the crematory on a declaration regarding disposal of remains; failed to obtain signatures
7 on legally required documents, failed to timely register death certificates, and failed to timely
8 obtain disposition permits.

9 **ELEVENTH CAUSE FOR DISCIPLINE**

10 **(Failing to Timely Register Death Certificates – Respondent Oceanview)**

11 111. Respondent Oceanview subjected its license to discipline under Health and Safety
12 Code section 102775 in that, as described in paragraphs 33, 44, 47-48, 52, 59, 64, 70 and 85,
13 Respondent Oceanview repeatedly failed to register death certificates within eight days of the
14 decedents' death.

15 **TWELFTH CAUSE FOR DISCIPLINE**

16 **(Failing to Timely Obtain Permits for Disposition – Respondent Oceanview)**

17 112. Respondent Oceanview subjected its license to discipline under Health and Safety
18 Code section 103700 in that, as described in paragraphs 33, 44, 47-48, 52, 59, 64, 70, 82, 85, and
19 92, Respondent Oceanview repeatedly held remains for more than eight days without obtaining a
20 permit for disposition.

21 **THIRTEENTH CAUSE FOR DISCIPLINE**

22 **(Failing to Surrender License After Changing Location – Respondent Oceanview)**

23 113. Respondent Oceanview subjected its license to discipline under California Code of
24 Regulations, title 16, section 1210 in that, as described in paragraphs 27, 29, and 100, Respondent
25 Oceanview failed to surrender its license upon change of address/discontinuance of business at
26 the specified address.

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28

1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Failing to Obtain Signed Disclosure of Preneed Forms – Respondent Oceanview)**

3 114. Respondent Oceanview subjected its license to discipline under California Code of
4 Regulations, title 16, section 1277.5 in that, as described in paragraphs 34 and 43, Respondent
5 Oceanview failed to obtain properly executed Disclosure of Preneed Funeral Agreement forms
6 for decedents SL and JG.

7 **FIFTEENTH CAUSE FOR DISCIPLINE**

8 **(Fraud/Misrepresentation Regarding Cremation Authorization – Respondent Smith)**

9 115. Respondent Smith subjected his license to discipline under Code section 7617 and
10 Health and Safety Code section 7110 in that, as described in paragraphs 34-35, 42, 46, and 97,
11 Respondent Smith signed Cremation Authorization forms for decedents SL, JG, and LR, despite
12 not having the legal authority to do so.

13 **SIXTEENTH CAUSE FOR DISCIPLINE**

14 **(Unprofessional Conduct – Respondent Smith)**

15 116. Respondent Smith subjected his license to discipline under Code section 7707 in
16 that, as described in paragraphs 26-100, Respondent Smith engaged in unprofessional conduct.
17 Specifically, Respondent Smith personally engaged in all of the misconduct cited in paragraph
18 110, above.

19 **SEVENTEENTH CAUSE FOR DISCIPLINE**

20 **(Failing to Exercise Direct Supervision/Control – Respondent Smith)**

21 117. Respondent Smith subjected his license to discipline under California Code of
22 Regulations, title 16, section 1204, subdivision (b) in that, as described in paragraphs 26-100,
23 Respondent Smith failed to exercise direct supervision and control over Respondent Oceanview’s
24 conduct to ensure full compliance with the law.

25 **DISCIPLINE CONSIDERATIONS**

26 118. To determine the degree of discipline, if any, to be imposed on Respondents,
27 Complainant alleges that on or about October 17, 2018, the Bureau issued Citations IC 2018 126
28 and IC 2018 358 to Respondent Oceanview and Respondent Smith, respectively, for: (a) failing to

1 refrigerate the unembalmed remains of decedents MB, KC, and SG within 24 hours of receipt
2 (Cal. Code Regs., tit. 15, § 1223, subd. (c)); (b) failing to have the correct casket disclaimer on
3 the casket price list (Cal. Code Regs., tit. 15, § 1258); (c) failing to file death certificates for NB,
4 KC, and SG within eight calendar days after death (Health & Saf. Code, § 102775); and (d)
5 unprofessional conduct, specifically, the acts described in (a)-(c) above (§ 7707). The citations
6 are now final.

7 119. Complainant further alleges that on or about February 4, 2020, the Bureau issued
8 Citations IC 2019 462 and IC 2020 31 to Respondent Oceanview and Respondent Smith,
9 respectively, for: (a) failing to have an approved, suitable room for the storage of human remains
10 (§ 7616, subd. (a)(1)); (b) failing to properly document the location and disposition on the
11 Declaration for Disposition of Cremated Remains forms for decedents JP, CW, and DH (§
12 7685.2, subd. (b)); (c) unprofessional conduct, specifically, failing to provide the Bureau with
13 documentation that accurately reflected the storage location of multiple decedents, and failing to
14 cooperate with the Bureau's investigation (§ 7707). The citations are now final.

15 120. Complainant further alleges that on or about February 13, 2020, the Bureau issued
16 Citations IC 2019 500 and IC 2020 40 to Respondent Oceanview and Respondent Smith,
17 respectively, for unprofessional conduct (§ 7707). Specifically, Respondents failed to timely
18 communicate information regarding the availability of decedent CW's remains. Respondent
19 Smith was also cited for failing to properly execute the Declaration for Disposition of Cremated
20 Remains form for CW (§ 7685.2, subd. (b)). The citations are now final.

21 121. Complainant further alleges that on or about September 1, 2020, the Bureau issued
22 Citation IC 2020 344 to Respondent Smith for failing to obtain an Authorization to Accept or
23 Decline Embalming form for decedent MA (Cal. Code Regs., tit. 16, § 1214). The citation is now
24 final.

25 122. Complainant further alleges that on or about January 28, 2022, the Bureau issued
26 Citations IC 2021 229 and IC 2022 34 to Respondent Oceanview and Respondent Smith,
27 respectively, for (a) failing to include the establishment's license number in advertisements (Cal.
28 Code Regs., tit. 16, § 1211, subd. (a)); and (b) engaging in false and misleading advertising


1 (§7693). Specifically, Respondent Oceanview’s website provided an outdated address, falsely
2 suggested that the establishment had been in business for over 35 years, and falsely advertised pet
3 cemetery services. The citations are now final.

4 **PRAYER**

5 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
6 and that following the hearing, the Director of the Department of Consumer Affairs issue a
7 decision:

- 8 1. Revoking Funeral Establishment License No. FD 2082, issued to Oceanview
9 Cremations;
- 10 2. Revoking Funeral Director License No. FDR 781, issued to Robert Smith, Sr.,
11 Funeral Director;
- 12 3. Ordering Oceanview Cremations and Robert Smith, Sr. to pay the Cemetery and
13 Funeral Bureau the reasonable costs of the investigation and enforcement of this case, pursuant to
14 Business and Professions Code section 125.3; and,
- 15 4. Taking such other and further action as deemed necessary and proper.

16 DATED: 01/06/2023

17 
18 GINA SANCHEZ
19 Bureau Chief
20 Cemetery and Funeral Bureau
21 Department of Consumer Affairs
22 State of California
23 Complainant

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