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

In the Matter of the Accusation Against: **FUNERAL CREDITCARE,** **JONATHAN GARCIA** 1800 Studebaker Road Cerritos, CA 90703 **Funeral Establishment License No. FD 2189,** **LARRY DAVID BOBO** 4907 S Budlong Avenue Los Angeles, CA 90037 **Funeral Director License No. FDR 2862,** and **JONATHAN O. GRANT** 880 N. Alameda St. Apt 204 Los Angeles, CA 90012 **Funeral Director License No. FDR 3272** Respondents.	Case No. A1 2017 161 **A C C U S A T I O N**

Complainant alleges:

PARTIES

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

2. On or about December 27, 2013, the Bureau issued Funeral Establishment License No. FD 2189 to Funeral Creditcare, Jonathan Garcia (Respondent Funeral Creditcare). Jonathan Garcia (Garcia) is the sole owner of Respondent Funeral Creditcare. The funeral establishment license expired on December 31, 2016, and was not renewed until July 24, 2017. From July 7, 2016, through November 7, 2016, Respondent Funeral Creditcare did not have a licensed managing funeral director. From November 7, 2016, through April 11, 2017, Larry David Bobo, Funeral Director License No. FDR 2862, was the designated managing funeral director. According to the Bureau's records, from April 14, 2017, to June 29, 2017, Jocelyn Cardinas, Funeral Director License No. FDR 4097, was the designated managing funeral director. Since July 24, 2017, Jonathan O. Grant, Funeral Director License No. FDR 3272, has been the designated managing funeral director. The Funeral Establishment License will expire on December 31, 2018, unless renewed.

3. On or about December 27, 2006, the Bureau issued Funeral Director License No. FDR 2862 to Larry David Bobo (Respondent Bobo). The Funeral Director License will expire on December 31, 2018, unless renewed.

4. On or about August 30, 2010, the Bureau issued Funeral Director License No. FDR 3272 to Jonathan O. Grant (Respondent Grant). The Funeral Director License expired on August 31, 2018, and has not been renewed.

JURISDICTION

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

6. Section 477 of the Code states, in part:

"As used in this division:

"(a) 'Board' includes 'bureau,' 'commission,' 'committee,' 'department,' 'division,' 'examining committee,' 'program,' and 'agency.'"

7. Section 7686 of the Code states:

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

8. Section 7703 of the Code states:

"Violation of any of the provisions of this chapter [Cemetery and Funeral Act, Bus. & Prof. Code, § 7600, et seq.] or of the rules and regulations adopted pursuant to this chapter constitutes a ground for disciplinary action."

9. Section 7616 of the Code states, in part:

> (a) A licensed funeral establishment is a place of business conducted in a building or separate portion of a building having a specific street address or location and devoted exclusively to those activities as are incident, convenient, or related to the preparation and arrangements, financial and otherwise, for the funeral, transportation, burial or other disposition of human remains and including, but not limited to, either of the following:
>
> (1) A suitable room for the storage of human remains.
>
> (2) A preparation room equipped with a sanitary flooring and necessary drainage and ventilation and containing necessary instruments and supplies for the preparation, sanitation, or embalming of human remains for burial or transportation.

10. Section 7685 of the Code states, in part:

> (a)(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 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) The list shall also include a statement indicating that the survivor of the deceased who is handling the funeral arrangements, or the responsible party, is entitled to receive, before the drafting of any contract, a copy of any preneed agreement that has been signed and paid for, in full or in part, by or on behalf of the deceased, and that is in the possession of the funeral establishment.

(3) The funeral director shall also provide a written statement or list that, at a minimum, specifically identifies a particular casket or caskets by price and by thickness of metal, or type of wood, or other construction, interior and color, in addition to other casket identification requirements under Part 453 of Title 16 of the Code of Federal Regulations and any subsequent version of this regulation, when a 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.

11. Section 7685.2 of the Code states, in part:

(a) No funeral director shall enter into a contract for furnishing services or property in connection with the burial or other disposal of human remains until he or 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:

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

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

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

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

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

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

12. Section 7687 of the Code states:

"Upon receipt of a complaint, the bureau may make or cause to be made such investigation as it deems necessary."

13. Section 7692 of the Code states:

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

14. Section 7707 of the Code states:

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

15. Section 7736 of the Code states:

> For the purposes of this article the term 'trustee' shall mean any banking institution or trust company legally authorized and empowered by the State of California to act as trustee in the handling of trust funds or not less than three persons one of whom may be an employee of the funeral establishment; the word 'trustor' shall mean any person who pays the money or deposits the securities used for those preneed arrangements; the term 'beneficiary' shall be the person for whom the funeral services are arranged; the words "corpus of the trust" shall include all moneys paid and securities delivered by the trustor pursuant to the provisions of the article.

16. Section 7737 of the Code states:

> All securities purchased by the trustor for deposit in trust and all money received from the trustor for deposit in trust shall be placed in trust with a trustee within 30 days of their receipt by the funeral establishment pursuant to a trust agreement executed by the funeral establishment, the trustor and trustee which shall provide that the trustee shall hold the money or securities in trust for the purposes for which deposited and that the trustee, upon the signature of a majority of such trustees, shall deliver the corpus of the trust to the funeral establishment upon the filing of a certified copy of the death certificate or other satisfactory evidence of the death of the beneficiary, together with satisfactory evidence that the funeral establishment has furnished the merchandise and services, provided, however, that (1) in the case of a trust agreement between any of the trustees set forth in Section 7736 and a recipient of public assistance, under the provisions of subdivision (a) of Section 11158 or paragraph (1) of subdivision (e) of Section 12152 of the Welfare and Institutions Code, and provided the value limitations of those sections are not exceeded, such trust agreement may further provide that it is irrevocable, and (2) in all other cases such trust agreement shall further provide that at any time before the funeral establishment has furnished the merchandise and services provided for in the contract the trustor or the legally appointed representative may in writing demand and receive the return of the corpus of the trust, together with any income accrued in the trust, less the revocation fee provided for in Section 7735; provided, however, that if and when the trustor becomes otherwise eligible, or in order to become eligible, for public social services, as provided in Division 9 (commencing with Section 10000) of the Welfare and Institutions Code, he or she may agree, at his or her option, that the trust shall be irrevocable in order to avail himself or herself of the provisions of Section 11158 or Section 12152 of the Welfare and Institutions Code. The delivery of the corpus of the

trust and the accumulated income to the funeral establishment performing the services, trustor or beneficiary pursuant to the terms of this article and the trust agreement herein referred to, shall relieve the trustee of any further liabilities with regard to those funds or income therefrom.

17. Section 7100.1 of the Health and Safety Code states:

(a) A decedent, prior to death, may direct, in writing, the disposition of his or her remains and specify funeral goods and services to be provided. Unless there is a statement to the contrary that is signed and dated by the decedent, the directions may not be altered, changed, or otherwise amended in any material way, except as may be required by law, and shall be faithfully carried out upon his or her death, provided both of the following requirements are met: (1) the directions set forth clearly and completely the final wishes of the decedent in sufficient detail so as to preclude any material ambiguity with regard to the instructions; and, (2) arrangements for payment through trusts, insurance, commitments by others, or any other effective and binding means, have been made, so as to preclude the payment of any funds by the survivor or survivors of the deceased that might otherwise retain the right to control the disposition.

(b) In the event arrangements for only one of either the cost of interment or the cost of the funeral goods and services are made pursuant to this section, the remaining wishes of the decedent shall be carried out only to the extent that the decedent has sufficient assets to do so, unless the person or persons that otherwise have the right to control the disposition and arrange for funeral goods and services agree to assume the cost. All other provisions of the directions shall be carried out.

(c) If the directions are contained in a will, they shall be immediately carried out, regardless of the validity of the will in other respects or of the fact that the will may not be offered for or admitted to probate until a later date.

REGULATORY PROVISIONS

18. California Code of Regulations, title 16, section 1204, states, in part:

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

(b) The designated managing funeral director of a licensed funeral establishment shall be responsible for exercising such direct supervision and control over the conduct of said funeral establishment as is necessary to ensure full compliance with the [Funeral and Cemetery Act], the provisions of this chapter and the applicable provisions of the Health and Safety Code. Failure of the designated managing funeral director and/or the licensed funeral establishment to exercise such supervision or control, or failure of the holder of the funeral establishment license to make such designation shall constitute a ground for disciplinary action.

COST RECOVERY

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

FACTUAL SUMMARY

Consumer Complaint re Decedent C.W.

20. On or about August 23, 2016, C.W. passed away. C.W.'s mother, L.L., contacted Respondent Funeral Creditcare and spoke to Garcia. On or about August 25, 2016, Garcia met with L.L. at her home to make funeral arrangements for C.W. Garcia gave her a flyer that showed an all inclusive cremation package for $3,500 and indicated that the merchandise she chose was included in the price. Garcia told L.L. that she could pay for the services by assigning a portion of the proceeds from C.W.'s life insurance policy to Respondent Funeral Creditcare. Garcia had her sign documents on his computer. L.L. asked Garcia for copies of the documents she signed. He told her that he would email them to her later but never did.

21. A few days later, Garcia contacted L.L. and told her that the price of services for C.W. was somewhere in the $6,000 range. Garcia said that the cost increase was for coroner fees, a limousine, church hall rental, and the keepsake urns she ordered.

22. In or about September 2016, Garcia informed L.L. that he would take out an advance on C.W.'s insurance policy because Funeral Creditcare will receive the funds much earlier than the insurance company will send the balance of the proceeds to L.L. Garcia encouraged her to include an extra $2,000 in the assignment to Respondent Funeral Creditcare, which Garcia said he would refund back to L.L. She agreed and signed an assignment of $8,000 of the insurance proceeds to Respondent Funeral Creditcare, pursuant to her verbal agreement with Garcia that he would refund her the $2,000. L.L. asked Garcia

for a copy of the insurance assignment that she signed and again asked for a copy of a contract. Garcia promised to email copies of the documents to her but never did.

23. Respondent Funeral Creditcare collected the $8,000 from the assignment and did not refund L.L. the $2,000, as promised.

24. On or about September 7, 2016, a funeral service was held for C.W. L.L. paid the caterer directly and obtained the death certificates from the county health department as instructed by Garcia. After the service on September 7, 2016, Garcia terminated all contact with L.L. and would not respond to her calls.

25. On or about September 17, 2016, Gateway Crematory, Crematory License No. CR 297, cremated C.W.'s remains and his ashes were released the same day to Respondent Funeral Creditcare. Garcia did not contact L.L. about obtaining her son's remains. Subsequently, he sent a text message to L.L.'s relative to pick up C.W.'s ashes. When L.L. received the remains, they were in a box and not in the urn that she had ordered.

26. When L.L. was able to reach Garcia, she asked him about the keepsakes that she ordered, the DVD that was made by a family friend and left with Respondent Funeral Creditcare to play at the service, a contract and assignment forms, the memorial folders, and the urn she selected. Garcia asked to meet her in a parking lot to exchange the items and transfer her son's remains into the urn she originally ordered. When she refused to meet in a parking lot, they arranged to meet at her relative's home on December 19, 2016. On December 19, 2016, Garcia did not show up. He sent his associate instead, who transferred C.W.'s remains to the correct urn, but did not bring the rest of the items she ordered.

27. L.L. attempted to contact Garcia for several months to obtain the remaining items that she paid for, but Garcia did not respond to her calls. L.L. went to Garcia's office, but was told by the management company that he did not have an office there.

28. In or about January 2017, L.L. received a package from Garcia containing a DVD that was altered to include Funeral Creditcare's information, memorial folders that were different from the ones she selected, and a financial breakdown, to which she never agreed.

29. In or about May 2017, L.L. received a refund check of $32.38 from Respondent Funeral Creditcare and a second financial breakdown, to which she never agreed. The second financial breakdown was different from the first breakdown, although both included an unauthorized $675 wire fee.

30. On or about July 12, 2017, L.L. was awarded $8,600.00 in a Small Claim's Court case against Respondent Funeral Creditcare and Garcia. Garcia did not show up at the trial. After the trial, Garcia contacted L.L. and purportedly told her that he would never pay her.

31. On or about November 27, 2017, L.L. filed a complaint with the Bureau.

32. In December 2017, a Bureau representative asked Respondent Grant to send her C.W.'s file, a general price list, casket price list, and any package pricing that Respondent Funeral Creditcare offers. Respondent Grant only provided a copy of C.W.'s file to the Bureau.

33. Respondent Funeral Creditcare's statement of goods and services in C.W.'s file listed a package price of $5,200, which was not the price represented in the flyer Garcia gave to L.L. The statement of goods and services included, inter alia, the package price of $5,200, both refrigeration and embalming, a graveside service, even though the decedent was cremated, and a memorial package. Yet Respondent also charged $500 for a memorial book and a $1,000 catering charge, despite the fact that L.L. had paid the caterer directly, and a fee for copies of the death certificate, which L.L. had obtained herself. The total funeral charges on the statement were $8,963. According to L.L., she never signed a contract with Respondent Funeral Creditcare for that price.

34. During the Bureau's investigation, Garcia refused to discuss with the Bureau representative whether he agreed to take out an extra $2,000 on the insurance policy to refund back to L.L. When asked about charges on the statement of goods and services, he said that he added items to the contract as a buffer to increase the total price to $8,000, to reflect the amount of the insurance assignment.

35. Despite the Bureau's requests, Garcia and Respondent Grant failed to provide a copy of Respondent Funeral Creditcare's general price list and casket price list, which prevented the Bureau from investigating additional charges on the statement of goods and services.

FIRST CAUSE FOR DISCIPLINE

(Fraud or Misrepresentation)

36. Respondent Funeral Creditcare is subject to disciplinary action under section 7692 of the Code, in that it committed acts which constitute misrepresentation or fraud in the business or profession of a funeral director in connection with the matter involving decedent C.W. Specifically, Garcia misrepresented the price of Funeral Creditcare's goods and services to the consumer, fraudulently charged for items not received or items paid for directly by the consumer, and fraudulently added items to the contract that he admitted were used as a buffer to increase the total price to reflect the $8,000 insurance assignment. In addition, Garcia and Respondent Grant failed to provide the Bureau with a copy of Respondent Funeral Creditcare's general price list and casket price list as requested, preventing the Bureau from investigating additional charges on the statement of goods and services in the C.W. matter. The allegations contained in paragraphs 20 through 35, above, are incorporated by reference as if fully set forth.

SECOND CAUSE FOR DISCIPLINE

(Failure to Comply with Investigation)

37. Respondents Funeral Creditcare and Grant are subject to disciplinary action under sections 7703 and 7687 of the Code, in that they failed to fully comply with the Bureau's investigation of the complaint of the matter involving decedent C.W. Specifically, Respondents Funeral Creditcare and Grant failed to provide the Bureau with Funeral Creditcare's general price list and casket price list as requested, preventing the Bureau from investigating additional charges on the statement of goods and services. The allegations contained in paragraphs 20 through 36, above, are incorporated by reference as if fully set forth.

THIRD CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance)

38. Respondents Bobo and Grant are subject to disciplinary action under Section 7703, for violating California Code of Regulation, title 16, Section 1204, subdivision (b), for failing to exercise such direct supervision and control over the conduct of Respondent Funeral Creditcare as

is necessary to ensure full compliance with the Cemetery and Funeral Act in connection with the matter involving decedent C.W. The allegations contained in paragraphs 20 through 37, above, are incorporated by reference as if fully set forth.

Consumer Complaint re Decedent J.R.

39. On or about June 29, 2016, J.R. entered into a fully-funded preneed contract for a traditional burial with Respondent Funeral Creditcare for a total price of $3,000. Respondent Funeral Creditcare did not deposit J.R.'s funds used to purchase the preneed contract in trust with a financial institution, as required.

40. On or about January 18, 2017, J.R. passed away. After J.R. passed away, Respondent Funeral Creditcare changed the services for J.R. from a traditional burial to a direct cremation, totaling $2,181.

41. Respondent Funeral Creditcare did not send J.R.'s cremated remains, death certificate, or refund of the difference in price to the deceased's family until after J.R.'s brother filed a complaint with the Bureau in March 2017, more than two months after the cremation.

42. Garcia admitted to a Bureau representative that he changed J.R.'s funeral services from a traditional burial to direct cremation and that he did not have a contract for the cremation services. On or about April 12, 2017, the Bureau initiated a complaint against Respondent Funeral Creditcare.

43. On or about June 15, 2017, a Bureau representative contacted Garcia to arrange a meeting to review J.R.'s file. Garcia refused to meet in person to discuss the matter. He told the Bureau representative that he would email her documents from the file to review but never did. On or about July 26, 2017, the Bureau representative met with Garcia with the assistance of an investigator from the Division of Investigation, Department of Consumer Affairs. At the meeting, Garcia refused to allow the Bureau representative to make copies of the documents and refused to answer the Bureau representative's questions regarding J.R. and his preneed agreement.

FOURTH CAUSE FOR DISCIPLINE

(Furnishing Services without a Written Agreement)

44. Respondents Funeral Creditcare and Bobo are subject to disciplinary action under sections 7703 and 7685.2, subdivision (a), of the Code, in that they provided cremation services for decedent J.R, without a written agreement for cremation. The allegations contained in paragraphs 39 through 43, above, are incorporated by reference as if fully set forth.

FIFTH CAUSE FOR DISCIPLINE

(Failure to Deposit Funds in a Trust)

45. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703 and 7737 of the Code, in that Garcia failed to place J.R.'s money that was used to purchase the preneed funeral contract in trust with a financial institution within 30 days of receipt. The allegations contained in paragraphs 39 through 44, above, are incorporated by reference as if fully set forth.

SIXTH CAUSE FOR DISCIPLINE

(Failure to Comply with Bureau's Investigation)

46. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703 and 7687 of the Code, in that Garcia failed to fully comply with the Bureau's investigation regarding the complaint in connection with the matter involving decedent J.R. Specifically, Garcia failed to provide documents as requested by the Bureau representative. The allegations contained in paragraphs 39 through 45, above, are incorporated by reference as if fully set forth.

SEVENTH CAUSE FOR DISCIPLINE

(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)

47. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703 and 7707 of the Code and Health and Safety Code section 7100.1, in that Respondent Funeral Creditcare committed acts which constitute gross negligence, gross incompetence, or unprofessional conduct in the practice of funeral directing in connection with the matter involving decedent J.R. Specifically, Respondent Funeral Creditcare changed or amended the directions of J.R.'s fully-funded preneed contract from a traditional burial to a cremation, without the decedent

prior to death giving written consent to the change. In addition, Respondent Funeral Creditcare failed to place preneed funeral funds in trust, furnished cremation services without a written agreement, and failed to fully comply with the Bureau's investigation. The allegations contained in paragraphs 39 through 46, above, are incorporated by reference as if fully set forth.

Consumer Complaint re Decedent J.S.

48. On or about October 26, 2016, J.S. passed away. Her son, W.S. entered into a verbal agreement with Respondent Funeral Creditcare, in which W.S. agreed to transfer his cemetery plot at Rose Hills Memorial Park (Rose Hills) to Garcia and in exchange, Garcia agreed to pay W.S. $500 and pay with his credit card the interment fee of approximately $1,000 to Rose Hills to bury J.S. in her plot at Rose Hills.

49. Garcia paid W.S. $500. On January 19, 2017, W.S. and Garcia went to Rose Hills Memorial Park, and W.S. transferred title of his burial plot at Rose Hills to Garcia. After W.S. signed the transfer of title of his plot, Garcia told him that he could not pay J.S.'s interment fee because he forgot his credit card. After January 19, 2017, Garcia stopped responding to W.S.'s calls and he did not pay Rose Hills the interment fee to bury J.S., as promised.

50. In or about March 2017, Respondent Funeral Creditcare sold W.S.'s burial plot to S.L. for her father, E.L.

51. On or about May 14, 2017, W.S. filed a complaint against Respondent Funeral Creditcare. Garcia told W.S. that he would pay J.S.'s interment fee that they initially agreed upon only if he withdrew his complaint with the Bureau.

52. During the Bureau's investigation, Garcia refused to meet with the Bureau representative to review J.S.'s file until an investigator from the Division of Investigation, Department of Consumer Affairs, contacted him. At the meeting, Garcia showed the Bureau representative documents from J.S.'s file, but refused to allow the representative to make copies of the documents. Garcia told the Bureau representative that there was no written contract to transfer W.S.'s burial plot to him. Garcia refused to discuss the agreement he made with W.S. regarding W.S.'s Rose Hills burial plot. He told the Bureau representative that he did not have E.L.'s file (the decedent who was buried in W.S.'s plot).

53. On or about July 13, 2017, six months after the transfer and only after W.S. filed a complaint with the Bureau and then wrote a letter stating his complaint was resolved, Garcia paid Rose Hills the interment fee for J.S.'s burial as agreed.

EIGHTH CAUSE FOR DISCIPLINE

(Fraud or Misrepresentation)

54. Respondent Funeral Creditcare is subject to disciplinary action under section 7692 of the Code, in that Garcia committed acts which constitute misrepresentation or fraud in the practice of funeral directing in connection with the matter involving decedent J.S. The allegations contained in paragraphs 48 through 53, above, are incorporated by reference as if fully set forth.

NINTH CAUSE FOR DISCIPLINE

(Failure to Comply with Bureau's Investigation)

55. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703 and 7687 of the Code, in that Garcia failed to fully comply with the Bureau's investigation of the complaint regarding decedent J.S. The allegations contained in paragraphs 48 through 54, above, are incorporated by reference as if fully set forth.

TENTH CAUSE FOR DISCIPLINE

(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)

56. Respondent Funeral Creditcare is subject to disciplinary action under section 7707, in that he committed acts which constitute gross negligence, gross incompetence, or unprofessional conduct in the practice of funeral directing in connection with the matter involving decedent J.S. The allegations contained in paragraphs 48 through 55, above, are incorporated by reference as if fully set forth.

ELEVENTH CAUSE FOR DISCIPLINE

(Failure to Ensure Compliance)

57. Respondent Bobo is subject to disciplinary action under Section 7703, for violating California Code of Regulation, title 16, Section 1204, subdivision (b), for failing to exercise such direct supervision and control over the conduct of Respondent Funeral Creditcare as is necessary to ensure full compliance with the Cemetery and Funeral Act in connection with the matter

involving decedent J.S. The allegations contained in paragraphs 48 through 56, above, are incorporated by reference as if fully set forth.

Complaint from Blue Skies Aviation Services

58. On or about September 16, 2017, the family of decedent E.S. paid Respondent Funeral Creditcare shipping fees to transport the decedent's remains to the Philippines. Respondent Funeral Creditcare contracted with Blue Skies Aviation Services (Blue Skies) for a price of $1,850 to facilitate a flight with Cathay Pacific Airlines to ship the decedent's remains to the Philippines.

59. On or about October 2, 2017, Respondent Funeral Creditcare's associate delivered the decedent's remains to the airline without payment. Garcia told S.C. from Blue Skies that he forgot to send the payment and that he would pay the shipping fees immediately by mail or by transferring funds directly into Blue Skies' banking account. On October 3, 2017, Cathay Pacific Airlines transported the decedent's remains to the Philippines. Garcia did not pay Blue Skies for the transportation, leaving Blue Skies to pay the airline bill. Afterward, Garcia did not respond to S.C.'s telephone calls or invoices.

60. On or about October 12, 2017, Blue Skies filed a complaint against Respondent Funeral Creditcare.

TWELFTH CAUSE FOR DISCIPLINE

(Fraud or Misrepresentation)

61. Respondent Funeral Creditcare and Grant are subject to disciplinary action under section 7692 of the Code, in that they committed acts which constitute misrepresentation or fraud in the business or profession of a funeral director in connection with the Blue Skies matter. Specifically, while Respondent Grant was the designated managing funeral director, Respondent Funeral Creditcare contracted with an airline company to ship a decedent out of the country, charged the family a cash advance fee for payment to have the airline ship the decedent's remains, failed to pay the airline for the services provided, and made false statements to Blue Skies about paying the shipping fee. The allegations contained in paragraphs 58 through 60, above, are incorporated by reference as if fully set forth.

THIRTEENTH CAUSE FOR DISCIPLINE

(Failure to Comply with Bureau's Investigation)

62. Respondents Funeral Creditcare and Grant are subject to disciplinary action under section 7687 of the Code, in that they failed to fully comply with the Bureau's investigation of the Blue Skies complaint. Specifically, while Respondent Grant was the designated managing funeral director, Garcia refused to answer Bureau questions about the complaint and initially refused to provide a copy of the documents in the E.S. file to the Bureau. Garcia gave the Bureau representative an ultimatum stating that either he meets with the Bureau representative to review the E.S. file or he pays the airline fees but not both. He also told the Bureau representative that if he decides to pay Blue Skies, he will deduct the amount of any fines imposed on Respondent Funeral Creditcare by the Bureau as a result of the complaint. Finally, Garcia threatened to sue the Bureau representative personally for investigating Blue Skies' complaint. The allegations contained in paragraphs 58 through 61, above, are incorporated by reference as if fully set forth.

FOURTEENTH CAUSE FOR DISCIPLINE

(Gross Negligence, Gross Incompetence, or Unprofessional Conduct)

63. Respondents Funeral Creditcare and Grant are subject to disciplinary action under section 7707 of the Code, in that they committed acts which constitute gross negligence, gross incompetence, or unprofessional conduct in the practice of funeral directing in connection with the Blue Skies matter. Specifically, while Respondent Grant was the designated managing funeral director, Respondent Funeral Creditcare contracted with an airline company to ship a decedent out of the country, charged the family a cash advance fee for payment to have the airline ship the decedent's remains, failed to pay the airline for the services provided, and made false statements to the aviation service about paying the shipping fee. Respondent Funeral Creditcare failed to respond to Blue Skies' invoices. After S.C. filed a complaint, Garcia told him that he would not pay Blue Skies because he filed a complaint. In addition, Respondent Funeral Creditcare failed to fully comply with the Bureau's investigation regarding the complaint and threatened the Bureau's representative. The allegations contained in paragraphs 58 through 62, above, are incorporated by reference as if fully set forth.

FIFTEENTH CAUSE FOR DISCIPLINE

(Operating a funeral establishment without a valid license)

64. Respondent Funeral Creditcare is subject to disciplinary action under sections 7703 and 7622.2 of the Code, in that from January 1, 2017, through July 23, 2017, Respondent was engaging in or conducting the activities of a funeral establishment without a valid license. The funeral establishment license expired on December 31, 2016, and was not renewed until July 24, 2017.

SIXTEENTH CAUSE FOR DISCIPLINE

(Failure to Designate a Licensed Managing Funeral Director)

65. Respondent Funeral Creditcare is subject to disciplinary action under 7703 of the Code, in conjunction with California Code of Regulation, title 16, section 1204, subdivision (a), in that from on or about April 18, 2017, through July 23, 2017, Respondents failed to designate a licensed managing funeral director to ensure full compliance with the Cemetery and Funeral Act. Specifically, from on or about April 18, 2017, through June 29, 2017, Respondent Funeral Creditcare listed Jocelyn Cardinas' funeral director's license as Respondent Funeral Creditcare's designated managing funeral director without her knowledge or consent. From on or about June 29, 2017, through July 23, 2017, Respondent Funeral Creditcare failed to designate a licensed managing funeral director, as Respondent Grant was designated a licensed managing funeral director 25 days after Jocelyn Cardinas disassociated herself as a manager. The allegations contained in paragraphs 20 through 64, above, are incorporated by reference as if fully set forth.

DISCIPLINARY CONSIDERATIONS

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

Respondent Funeral Creditcare – Citation

67. On or about April 5, 2017, in a prior action, the Bureau issued Citation No. IC 2016 418 with an administrative fine of $500 to Respondent Funeral Creditcare for violating Business and Professions Code section 7707 (unprofessional conduct). Specifically, Respondent Funeral Creditcare failed to perform the cremation of decedent W.T. within a reasonable amount of time.

Consequently, the cremated remains were not received by his family until January 9, 2017, approximately 87 days after the date of death. The administrative fine of $500 has not been paid. That Citation is now final and is incorporated by reference as if fully set forth.

68. On or about January 5, 2017, in a prior action, the Bureau issued Citation No. IC 2016 272 with an administrative fine of $1,001 to Respondent Funeral Creditcare for violating California Code of Regulations, title 16, section 1246 (unlicensed activity). Specifically, on or about August 22, 2016, through November 21, 2016, Respondent Funeral Creditcare installed signage advertising for services as a funeral establishment on a storefront located at 2670 Florence Avenue, Huntington Park, CA 90255, without having a funeral establishment license for that location. The administrative fine of $1,001 has not been paid. That Citation is now final and is incorporated by reference as if fully set forth.

Respondent Larry Bobo – Citation

69. On or about April 5, 2017, in a prior action, the Bureau issued Citation No. IC 2017 97 to Respondent Larry Bobo for violating California Code of Regulations, title 16, section 1204 (failure to ensure compliance), in connection with the W.T. matter, described above in paragraph 65. That Citation is now final and is incorporated by reference as if fully set forth.

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PRAYER

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

1. Revoking Funeral Establishment License No. FD 2189, issued to Funeral Creditcare;
2. Revoking Funeral Director License No. FDR 2862, issued to Larry Bobo;
3. Revoking Funeral Director License No. FDR 3272, issued to Jonathan Grant;
4. Ordering Funeral Creditcare, Jonathan Garcia, Larry Bobo, and Jonathan Grant 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, and;
5. Taking such other and further action as deemed necessary and proper.

DATED: Nov. 30, 2018

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

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