



Minutes of the Louisiana State Board of Embalmers and Funeral Directors

On Monday, October 14, 2024, the Louisiana State Board of Embalmers and Funeral Directors (“LSBEFD”) conducted a regularly scheduled in-person meeting at the board office located at The Executive Towers 3500 N. Causeway Boulevard Suite 1232 Metairie, Louisiana 70002 in accordance with La. R.S. 37:831, *et seq* and other applicable law.

1. Roll Call / Opening Remarks / Pledge of Allegiance

Board Members Present

Terry Luneau – President
Rev. Shelton Dixon – Vice-President
Stephen Boudreaux – Treasurer
Gregory McKneely – Secretary
Willie Davis, Jr.
Maurice Southall
Rev. Rodney McFarland, Sr.
Juan Joseph (present via Microsoft Teams)
Louis Charbonnet, III

Six Board Members were present at the time of roll call, Board Member Louis Charbonnet, III arrived during executive session, Board Member Juan Joseph was present via Microsoft TEAMS (but did not vote), and Board Member Gregory McKneely was absent. A quorum was present.

Board Staff Present

Kim W. Michel - Executive Director,
R. DeMale Bowden, Jr. - Inspector,
Heidi Penouilh - Executive Assistant,
Carrie L. Jones - General Counsel, and
Chanel R. Debose - Prosecuting Attorney

Board President Terry Luneau called the meeting to order at 10:00 AM. Opening remarks were given by President Luneau stating the mission and the purpose of the LSBEFD. Board Member, Rev. S.C. Dixon led the invocation, and Board Member Willie Davis led the Pledge of Allegiance.

Public Comments

President Luneau asked if there were any public comments.

*There was no one present at the meeting and no public comment cards were submitted.
No public comments were submitted online via Microsoft TEAMS by virtual participants.*

2. Contract review and Resolution for General Counsel, Carrie L. Jones, Breazeale, Saschse & Wilson, L.L.P.

The contract and resolution for General Counsel, Carrie L. Jones of Breazeale, Sachse & Wilson, L.L.P. was presented to the board for review.

STATE OF LOUISIANA

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this agreement is entered into by and between ***Louisiana State Board of Embalmers and Funeral Directors***, (hereinafter sometimes referred to as "LSBEFD") and ***Carrie L. Jones*** hereinafter sometimes referred to as ("Counsel").

1.

Counsel hereby agrees to furnish the following services:

To provide assistance, advice, and all necessary legal representation to the LSBEFD in the capacity of general counsel to the LSBEFD. These services are to be provided under the immediate supervision of the staff of the LSBEFD.

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation.

These legal services are to be provided under the immediate supervision of the staff of the LSBEFD and subject to secondary review by the Department of Justice, Office of the Attorney General.

The LSBEFD hereby certifies and Counsel hereby acknowledges that:

- 1. Goals and objectives: The LSBEFD has entered into this contract in order to obtain professional and reliable legal services as referred to herein above.**
- 2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.**
- 3. Monitoring Plan: The staff of the LSBEFD shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.**

2.

In consideration of the services described hereinabove, LSBEFD hereby agrees to pay Counsel as follows:

\$300 PER HOUR

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed \$150,00.00 and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed (*e.g., drafting of pleadings, research, review of files, etc.*). It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA-R.S. 39:1618.

All legal fees and costs shall be paid in accordance with the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said counsel's obligation and identified under Federal tax identification number _____ and the Louisiana Department of Revenue Account Number.

In accordance with R. S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractors further acknowledge understanding that issuance of tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The Legislative Auditor of the State of Louisiana, the State Inspector General and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of five years after the date of final payment under this contract.

5.

This contract is in effect for the period commencing September 18, 2024 and ending on September 17, 2025.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party,

via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment not more than two (2) times. The original term of this contract may not be for a period of more than a year from the effective date. This contract may be extended by an executed and approved amendment not more than two (2) times and in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years from the effective date.

If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by the State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

6.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.

Counsel shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel's address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 days written notice by certified mail.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to LSBEFD: Kim W. Michel

LSBEFD
3500 N. Causeway Blvd. Suite 1232
Metairie, LA 70002

If to Counsel: Carrie L. Jones

Breazeale, Sachse & Wilson, L.L.P.
One American Place
301 Main Street, Suite 2300
Baton Rouge, LA 70801

9.

All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to the State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Counsel to the State, at Counsel's expense, at termination or expiration of this contract.

10.

The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Counsel related to this contract. The State and Counsel further agree that Counsel will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Counsel agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by counsel, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors, are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

12.

This contract is not effective until approved in writing by the LSBEFD, the Attorney General and the Office of State Procurement in accordance with La. R.S. 39:1565 and 39:1595.1. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.

Pursuant to La. R.S. 13:5106A, no suit against the state or a state agency or political subdivision shall be instituted in any court other than a Louisiana state court. Furthermore, the Eleventh Amendment

to the United States Constitution bars all individuals from suing an unconsenting state in federal court. Accordingly, Counsel shall not waive Louisiana's sovereign immunity under the Eleventh Amendment to the U.S. Constitution by agreement or otherwise, including entering into a consent judgment involving injunctive relief against the State, or a consent judgment permitting or requiring ongoing supervision by the State, without prior written approval by the Louisiana Attorney General's office. Failure to abide by this provision will constitute a breach of this contract and may result in the termination of the contract plus the waiver of all legal fees owed to the Contractor from the date of the breach.

14.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 – 1672.4.

THE LOUISIANA STATE BOARD OF EMBALMERS AND FUNERAL DIRECTORS

RESOLUTION

The following Motion and Resolution was offered by Mr. Boudreaux who moved for its adoption, and seconded by Mr. Dixon at the October 14, 2024, meeting of the Louisiana State Board of Embalmers and Funeral Directors (the "Board"):

WHEREAS the Board wishes to retain the legal services of Breazeale, Sachse & Wilson, L.L.P.:

\$300 per hour

The total of all sums payable under this agreement including fees and reimbursement of expenses shall not exceed \$150,000.00 per year.

WHEREAS this resolution shall take effect beginning October 14, 2024.

BE IT RESOLVED that the Louisiana State Board of Embalmers and Funeral Directors pursuant to La. R.S. 42:262 does hereby retain and employ Breazeale, Sachse & Wilson, L.L.P.:

as general counsel; and

BE IT FURTHER RESOLVED that this Resolution be submitted to the Attorney General for the State of Louisiana for approval.

The resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: 5

NAYS: 0

ABSENT: 3

NOT VOTING: 0

Whereupon the Resolution was declared adopted by the Louisiana State Board of Embalmers and Funeral Directors on the 14th day of October 2024.

I, Kim W. Michel, Executive Director of The Louisiana State Board of Embalmers and Funeral Directors, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by the said Board at its meeting held October 14, 2024, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.

Board Member Rev. Rodney McFarland, Sr., made a motion, which was seconded by Board Member Maurice Southall to accept the contract for professional legal services of Carrie L. Jones with Breazeale, Sachse & Wilson, L.L.P. to serve in the role of general counsel for the LSBEFD.

4. Inspector's Report : (note: this item was taken out of order)

R. DeMale Bowden, Jr., Inspector presented his Inspector's Report as follows:

INSPECTIONS

Inspections have been in the districts of C and D and date from September 19, 2024, to October 9, 2024. **32** inspections have been done during this period, which consisted of inspecting **28** funeral establishments and **4** crematories. **TWO** new funeral establishments have been opened, **TWO** funeral establishments have had ownership change inspections, **ONE** crematory authority has had an ownership change inspection since our last meeting, while **ONE** new funeral establishment inspection is pending and **ONE** funeral establishment ownership change inspection will be performed in the next few weeks, pending the clearance for inspection from Executive Director Michel.

Issues cited during those inspections during the dates previously mentioned are as follows:
FUNERAL ESTABLISHMENTS

- The current 2024 funeral establishment license is not being posted in the funeral establishment.
- The selection room/display area has **LESS THAN** six adult caskets of a variety of style and quality during the inspection.
- The casket prices in the selection room **DO NOT** match the casket price list.
- Preparation Room

Embalming Log **The embalmer's license number is not recorded on the embalming log for certain cases.**

CREMATOY AUTHORITIES

- NO DEFICIENCIES

INSPECTOR INVOLVEMENT

October 1st, I along with individuals from Tennessee, Illinois, Nova Scotia, Canada, Virginia, Arkansas, and Louisiana participated in a board training offered to state board members and state board staff in Providence, Rhode Island, facilitated by the International Conference of Funeral Service Examining Board. The presenter was The Conference's legal counsel, Dale Atkinson. During this eight-hour training attendees along with the board of directors of the International Conference of Funeral Service Examining Board, which includes our very own state board member, Bishop Rodney McFarland, Sr., engaged in several topics which included:

- Board Involvement
- Reviewing various state/province's practice acts, rules, and statutes.
- Presenting ways the board can reach those that wish to obtain licensure in our state, such as mortuary students, interns/apprentices, and those who wish to reciprocate their licenses over to our state.

Attending this meeting, I obtained a wealth of knowledge and was glad to be one of The Conference's grant recipients. A saying was said that remained with me since that meeting and that is, "Government regulation creates a fair system for all."

BOARD CAR

At the time of the completion of this report, the total mileage on the car was **57,442** miles.

This concludes my inspector's report.

In service,

R. DeMale Bowden, Jr. – Inspector

License#: E-2656 Retort Operator#: 431 Certified Funeral Service Practitioner Certified Cremation Services Provider

Board Member Maurice Southall made a motion, which was seconded by Board Member Rev. Rodney McFarland, Sr. to accept the Inspector's Report. The motion passed unanimously.

5. Executive Director's Report

Ms. Michel advised the board that the renewals for the 2025 year have been mailed. Ms. Michel also presented the following license and registry record.

License & Registry

9/7/2024

Funeral Establishments

DeRidder Funeral Solutions, dba, Myers Colonial Funeral Home	3011	Ownership change	Andrew Hankins	DeRidder
Davis Family Mortuary and Cremation Service	3010	New	Trent Davis	New Iberia

Crematory Authority

DeRidder Funeral Solutions, dba, Myers Colonial Funeral Home	063	Ownership change	DeRidder
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Embalmer and Funeral Director License - new issue

Brooklyn Levy	E-3017
Adam Forsyth	E-3016
Jeremiah Nichols	E-3015

Funeral Director License - new issue

Matthew Briggs	U-1883	Lydia Chaddick	U -1879
Emily Spears	U-1882	Whitney Douglas	U-1878
Jade Tolbird	U-1881	Noah Moncla	U-1877
Maggie Hales	U-1880		

Retort Operator License - new issue

Internships Registered

Roderick Gage	915	FD	Good Samaritan
Joy Lesley	916	EFD	Mothe Funeral Home, New Orleans

Ethan VanWinkle	917	EFD	Riley Smith & Son Funeral Home, DeQuincy
Kristen Ibrahim	918	EFD	Bagnell & Son Funeral Home, Covington
Harlynn Hackney	919	EFD	Ardoin's Funeral Home, Eunice
Jeffrey Smithling	920	FD	Ourso Funeral Home, Gonzales
Anthony Hext	921	EFD	Heritage Rowe Funeral Home, Leesville

Funeral Est./Crematory Auth Closed

Board Member Rev. Rodney McFarland, Sr., made a motion, which was seconded by Board Member Willie Davis, Jr. to accept the executive director's report. The motion passed unanimously.

6. Minutes – INCOMPLETE

Ms. Michel reported that she is working with Ms. Jones to complete the meeting minutes and will submit them at a future meeting.

Board Member Maurice Southall made a motion, which was seconded by Board Member Willie Davis, Jr. to pass this agenda item. The motion passed unanimously.

7. Financial Report – FY 24.25

Board Member Rev. S.C. Dixon asked Executive Director Michel to provide a more detailed report of the expenditures for the next meeting. Executive Director Michel said she will email it to the board members prior to the November meeting.

Board Member Rev. S.C. Dixon made a motion, which was seconded by Board Member Stephen Boudreaux to accept the financial report. The motion passed unanimously.

8. Complaint Review Report

Prosecuting Attorney Chanel Dubose presented to the board the report from the Complaint Review Committee's report, and it is as follows:

The executive director has received **no new complaints** since the last meeting. **Two complaints** are still being processed and **seven complaints** are to be reviewed by the committee review committee. It is the recommendation to the board from the complaint review committee to accept the following reference to the **nineteen complaints** they have reviewed: **one complaint** requires further discovery; **one complaint** is being deferred as the committee feels it is a civil matter; **two complaints** received after review, there were no apparent violations found with the request that in one complaint-a best practice letter be sent to the licensee; **three complaints** are recommended for an informal hearing; **one complaint** has been recommended for a formal hearing; **one complaint** a continuance has been requested; **one complaint** has a an apparent violation and a formal hearing has been requested; **one complaint** has a an apparent violation and a informal hearing has been requested; **one complaint** is seen to be a Texas issue and not within our jurisdiction; while **seven complaints** are waiting to be heard by the complaint review committee awaiting the next board's president.

Discussion ensued. Board Member Rev. Rodney McFarland, Sr. asked what happens when a complaint is recommended by the Complaint Review Committee to be a civil matter? Is there a follow up once the

matter has been resolved? Prosecuting Attorney Debose responded to Board Member McFarland's question.

Board Member Maurice Southall made a motion, which was seconded by Board Member Rev. S.C. Dixon to accept the report of the Complaint Review Committee. The motion passed unanimously.

9. Ms. Michel introduced Mr. Nabil Abukhadber to the Board members. Mr. Abukhadber appeared at the Board meeting requesting to address the Board with concerns from the Muslim community.

Board Member Rev. Rodney McFarland, Sr. made a motion, which was seconded by Board Member Rev. S.C. Dixon to amend the agenda to allow Mr. Nabil Abukhaber to speak to the board. The motion passed unanimously.

Mr. Abukhaber stated that he represents an Islamic community of about 20,000 in the New Orleans metropolitan area and requested information with respect to the Islamic faith opening their own funeral establishment. Mr. Abukhaber shared concerns with burying their deceased within the proper time of burying by sundown on the same day. They have used two local funeral homes in the New Orleans area but there have been delays that go against Muslim customs. He asked the LSBEFD to review their present statutes, rules & regulations and move them into the 21st century and to take other groups' burial customs into consideration. President Luneau told Mr. Abukhaber that the Laws & Rules Committee would be meeting at 1:00 PM, and he welcomed him to come and share this information with that committee. Executive Director Michel presented Mr. Abukhaber with the information on opening a funeral establishment and how to obtain a funeral director's license.

The meeting went into a recess at 10:32 AM for five minutes and returned back to order at 10:38 AM.

10. **Executive Session** - for discussion of the following:
Board/staff matters and/or hearing deliberation and/or legal consultation and/or meeting-office/business.

Board Member Rev. Rodney McFarland, Sr. made a motion, which was seconded by Board Member Stephen Boudreaux to go into executive session. The motion passed unanimously. Executive Session began at 10:39 AM.

1. Litigation
 - a. Marybeth Harrington v LSBEFD - Nicholaus Oshea Barber-Cypress Funeral Services, CDC Orleans Parish, State of Louisiana, Docket # 20124-00124
 - b. Gary Lewis, New Orleans Funeral and Cremation Service v LSBEFD, CDC Orleans Parish, State of Louisiana, Docket # 2024-06195
 - c. Gary Lewis, New Orleans Funeral and Cremation Service v LSBEFD, CDC Orleans Parish, State of Louisiana, Docket # 2024-06196
2. Personnel/Staff
 - a. Executive Director – position appointment and Inspector - vacancy

The Board returned to an open session at 12:14 PM.

Upon returning from Executive Session, the Board discussed on the record that it had taken up a motion at a previous meeting to hire R. DeMale Bowden, Jr., to succeed Ms. Michel as Executive Director following her retirement; however, the item did not properly appear on the LSBEFD's September 18,

2024, meeting agenda. A motion was made by Board Member Louis Charbonnet, III, which was seconded by Board Member Stephen Boudreaux to appoint present inspector, R. DeMale Bowden, Jr. as the next Executive Director of the LSBEFD, effective April 14, 2025. He will be trained for a one-year period under the present Executive Director, Kim Michel, until her retirement in April of 2026. A roll call vote was taken. The motion passed unanimously.

A motion was made by Board Member Rev. Rodney McFarland, Sr., which was seconded by Board Member Rev. S.C. Dixon to go back into executive session. The motion passed unanimously. The Executive Session began at 12:18 PM and ended at 12:46 PM.

11. Conclusion – final statements and/or closing remarks.

The LSBEFD next meeting is tentatively scheduled for Wednesday, November 20, 2024, and the Laws & Rules Committee meeting is tentatively Tuesday, November 19, 2024.

Board Member Rev. S.C. Dixon make a motion, which was seconded by Board Member Rev. Rodney McFarlan to adjourn the meeting. The motion passed unanimously. The meeting ended at 12:50 PM.