

IN THE MATTER OF	*	BEFORE THE MARYLAND
DUANE A. COPPELER, MORTICIAN	*	STATE BOARD OF
LICENSE NUMBER: M01389	*	MORTICIANS AND
RESPONDENT	*	FUNERAL DIRECTORS
	*	CASE NUMBER: 06-056

CONSENT ORDER

The Maryland State Board of Morticians and Funeral Directors¹ ("the Board") charged Duane A. Coppeler, Mortician ("the Respondent"), license number: M01389, with violating certain provisions of the Maryland Morticians and Funeral Directors Act ("the Act"), Md. Health Occ. Code Ann. ("H.O.") §§ 7-101, *et seq.*, (2005 Rep. Vol. and 2007 Supp.). Specifically, the Board charged the Respondent with violating the following:

H.O. §7-316. Denial, reprimands, suspensions, and revocations -Grounds.

(a) Subject to the hearing provisions of § 7-319 of this subtitle and except as to a funeral establishment license, the Board may deny a license to any applicant, reprimand any licensee, place any licensee on probation, or suspend or revoke any license if the applicant or licensee:

- (5) Aids or abets an unauthorized person in the practice of mortuary science;
- (24) Violates any rule or regulation adopted by the Board;
- (26) Commits an act of unprofessional conduct in the practice of mortuary science.

¹ As of October 1, 2007, the board is no longer known as the Maryland State Board of Morticians.

H.O. §7-405. Preneed contacts.

(b) (1) Only a licensed mortician, a licensed funeral director, or a holder of a surviving spouse license may offer or agree, directly or indirectly, to provide services or merchandise under a pre-need contract.

The Board further charged the Respondent with a violation of its Preneed Contract regulations, Code Md. Regs. tit. 10, § 29.06 (March 18, 2002):

.03 Execution of Preneed Contract.

A. Only a licensed mortician, licensed funeral director, or holder of a surviving spouse license shall execute a preneed contract with a buyer.

FINDINGS OF FACT

The Board finds that:

1. The Respondent is licensed to practice mortuary science in Maryland, having been issued license number M01389 on January 14, 2004.
2. At all times relevant herein, the Respondent was the supervising mortician at Fort Lincoln Funeral Home, Inc, t/a Fort Lincoln Funeral Home ("Fort Lincoln"), a licensed corporation and funeral establishment, located at 3401 Bladensburg Road, Brentwood, Maryland.
3. As the supervising mortician, the Respondent was responsible for the daily operations and the employees and individuals who worked at Fort Lincoln.
4. On or about March 2, 2006, the Board's investigator conducted an annual inspection of Fort Lincoln, which included a review of pre-need contracts purchased at Fort Lincoln. The Board's investigator's review of the pre-need contracts and his subsequent contact with purchasers of pre-need contracts revealed the following:

A. Client A:

- (1) On or about January 30, 2006, Client A and her husband contacted Fort Lincoln to purchase pre-need contracts for themselves and other family members. Client A and her husband spoke with Individual A;
- (2) Individual A worked in Fort Lincoln's pre-need department as a family service counselor;
- (3) Individual A is not licensed by the Board;
- (4) Individual A scheduled an appointment to meet with Client A and Client A's husband at their home;
- (5) When Individual A met with Client A and her husband, Individual A showed Client A and her husband general and casket price lists and explained the various prices and options for pre-need funeral arrangements;
- (6) Client A and her husband made pre-need funeral arrangements with Individual A before purchasing pre-need contracts;
- (7) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client A and her husband.

B. Client B:

- (1) On or about January 28, 2006, Client B went to Fort Lincoln to make pre-need funeral arrangements;
- (2) Upon arriving at Fort Lincoln, Client B met with Individual A. Individual A showed Client B general and casket price lists, and explained the various prices and options for pre-need funeral arrangements;
- (3) Client B made pre-need funeral arrangements with Individual A before purchasing a pre-need contract;
- (4) Although the Respondent signed Client B's pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client B.

C. Client C:

- (1) On or about July 18, 2006, Client C went to the Fort Lincoln to make pre-need funeral arrangements for Client C's mother;
- (2) When Client C arrived at Fort Lincoln, Client C was informed that Individual B would assist Client C with pre-need funeral arrangements;

- (3) Individual B worked in Fort Lincoln's pre-need department as a family service counselor;
- (4) Individual B is not licensed by the Board;
- (5) Individual B showed Client C general and casket price lists, explained the various prices and options for pre-need funeral arrangements, and assisted Client C with the selection of a casket;
- (6) Client C made pre-need funeral arrangements with Individual B before purchasing a pre-need contract;
- (7) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client C.

D. Client D:

- (1) On or about or about July 17, 2006, Client D went to Fort Lincoln to make pre-need funeral arrangements for Client D's mother;
- (2) After arriving at Fort Lincoln, Client D met with Individual B, who showed Client D general and Casket price lists, explained the various prices and options for pre-need funeral arrangements, and assisted Client D with casket selection;
- (3) Client D made pre-need funeral arrangements with Individual B before purchasing a pre-need contract;
- (4) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client D.

E. Client E:

- (1) On or about July 31, 2006, Client E went to Fort Lincoln to make pre-need funeral arrangements for Client E's mother;
- (2) After arriving at Fort Lincoln, Client E met with Individual B, who showed Client E general and casket price lists, explained the various prices and options for pre-need funeral arrangements, and assisted Client E with the selection of a casket;
- (3) Client E made pre-need funeral arrangements with Individual B before purchasing a pre-need contract;
- (4) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client E.

5. On or about February 15, 2007, the Board's investigator conducted an annual inspection of Fort Lincoln, which included a review of pre-need contracts purchased at the establishment. Following his review of the pre-need contracts, the Board's investigator contacted family members who had purchased pre-need contracts at Fort Lincoln. Further investigation revealed the following:

F. Client F:

- (1) On or about February 2, 2007, Client F went to Fort Lincoln to make pre-need funeral arrangements;
- (2) After arriving at Fort Lincoln, Client F met with Individual B. Individual B showed Client F general and casket price lists, explained the various prices and options for pre-need funeral arrangements, and assisted Client F with the selection of a casket;
- (3) Client F made pre-need funeral arrangements with Individual B before purchasing pre-need contracts;
- (4) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client F.

G. Client G:

- (1) On or about February 5, 2007, Client G went to Fort Lincoln to make pre-need funeral arrangements;
- (2) After arriving at Fort Lincoln, Client G met with Individual B, who showed Client G general and casket price lists, explained the various prices and options for pre-need funeral arrangements, and assisted Client G with the selection of a casket;
- (3) Client G made pre-need funeral arrangements with Individual B before purchasing the pre-need contract;
- (4) Although the Respondent signed the pre-need statement of funeral goods and services, the Respondent did not make pre-need funeral arrangements for Client G.

6. As set forth above, by allowing Individual A and Individual B to make pre-need funeral arrangements, the Respondent violated the Act and regulations thereunder.

CONCLUSIONS OF LAW

Based upon the above Findings, the Board hereby concludes, as a matter of law, that the Respondent violated H.O § 7-316 (A) (5), (24) and (26), as well as § 7-405 (b) (1) and Code Md. Regs. tit. 10, § 29.06.03.

ORDER

Based on the foregoing Findings of Fact, Conclusions of Law and agreement of the parties, it is this 12 day of Nov., 2008, by a majority of a quorum of the Board,


ORDERED that the Respondent shall take and pass, with the requisite percentage, within six months of the effective date of this Order, the Board's law examination:

ORDERED that the Consent Order is effective as of the date of its signing by the Board; and be it

ORDERED that should the Board receive a report that the Respondent has violated any conditions of this Order, after providing the Respondent with notice and an opportunity for a hearing, the Board may take further disciplinary action against the Respondent, including suspension or revocation. The burden of proof for any action brought against the Respondent as a result of a breach of the conditions of the Order shall be on the Respondent to demonstrate compliance with the Order or conditions; and be it

ORDERED that the Respondent shall practice in accordance with the laws and regulations governing the practice of mortuary science in Maryland; and be it further

ORDERED that for purposes of public disclosure, as permitted by Md. State Gov't. Code Ann. §10-617(h) (Repl. Vol. 2004), this document consists of the contents of the foregoing Findings of Fact, Conclusions of Law and Order and that the Board may also disclose same to any national reporting data bank that it is mandated to report to.



Dr. Hari P. Close, II, Mortician, Chairman
Maryland State Board of Morticians and
Funeral Directors

CONSENT OF DUANE COPPELER, MORTICIAN

I, Duane Coppeler, by affixing my signature hereto, acknowledge that:

1. I am represented by an attorney, George T. Tyler, and have been advised by him of the legal implication of signing this Consent Order;

2. I am aware that without my consent, my license to practice mortuary science in this State cannot be limited except pursuant to the provisions of § 7-316 of the Act and the Administrative Procedure Act (APA) Md. State Govt. Code Ann. §10-201, et seq., (2004 Repl. Vol.).

3. I am aware that I am entitled to a formal evidentiary hearing before the Board.

By this Consent Order, I hereby consent and admit to the foregoing Findings of Fact, Conclusions of Law and Order, provided the Board adopts the foregoing Consent Order in its entirety. By doing so, I waive my right to a formal hearing as set forth in § 7-

319 of the Act and §10-201, et seq., of the APA, and any right to appeal as set forth in § 7-320 of the Act and §10-201, et seq., of the APA. I acknowledge that my failure to abide by the conditions set forth in this Order and following proper procedures, I may suffer disciplinary action, possibly including revocation, against my license to practice mortuary science in the State of Maryland.

11-11-2008
Date

duane Coppeler
Duane Coppeler, Mortician

STATE OF Maryland :
CITY/COUNTY OF Prince Georges :

I HEREBY CERTIFY that on this 11 day of November, 2008, before

me, DEBBIE DABNEY, a Notary Public of the foregoing State and (City/County),
(Print Name)

personally appeared Duane Coppeler, License No. M01389, and made oath in due form of law that signing the foregoing Consent Order was his voluntary act and deed, and the statements made herein are true and correct.

AS WITNESSETH my hand and notarial seal.

Debbie Dabney
Notary Public
My Commission Expires: 12-30-2011

