

**IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**DISTRICT OF COLUMBIA**

a municipal corporation,  
441 4th Street, N.W.  
Washington, D.C. 20001

Plaintiff,

v.

**AUSTIN ROYSTER FUNERAL HOME,  
INC.**

502 Kennedy Street, NW,  
Washington, DC 20011

and

**JAMELLE ROYSTER**, individually and as  
Chief Operating Officer of  
Austin Royster Funeral Home  
502 Kennedy Street, NW,  
Washington, DC 20011

and

**JAMES AGEE**, individually and as  
Managing Funeral Director of  
Austin Royster Funeral Home  
502 Kennedy Street, NW,  
Washington, DC 20011

Defendants.

Civil Action No. \_\_\_\_\_

Judge: \_\_\_\_\_

**JURY TRIAL DEMANDED**

**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

Plaintiff District of Columbia (“District”), by and through its Attorney General, brings this action against Defendants Austin Royster Funeral Home, Inc. (“ARFH”), Jamelle Royster (“Royster”), and James Agee (“Agee”), (collectively “Defendants”), for Defendants’ violations

of the District's Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.* In support of its claims, the District states as follows:

### **Introduction**

1. Defendant ARFH operates as a funeral home in the District of Columbia. It claims on its webpage that it offers "Professional Service with Compassionate Care" to District consumers. However, some consumers who have used the services of ARFH have found that ARFH has failed to return excess insurance funds that were owed to the consumers. Moreover, Defendants have failed to disclose to consumers that they have operated without the necessary licenses for substantial periods of time and are therefore not able to provide ordinary funeral services, including the provision of death certificates consumers need to conclude the affairs of their deceased loved ones. As of the date of this Complaint, AFRH's Funeral Home Establishment License has been suspended by the D.C. Board of Funeral Directors.

### **Jurisdiction**

2. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 11-921, 28-3909 and 47-2853.28.

3. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423(a)(1), (a)(2) and (a)(3).

### **Parties**

4. Plaintiff, the District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government of the United States. The District brings this action, through its Attorney General's Office of Consumer Protection, pursuant to D.C. Code § 28-3909, which authorizes the Attorney General to bring court actions to enforce the District's consumer protection laws, including the CPPA.

5. Defendant Austin Royster Funeral Home, Inc. is a District of Columbia corporation with a principal place of business at 502 Kennedy Street, NW, Washington, DC 20011.

6. ARFH advertises its services on the internet at its website, [www.austin-royster.com](http://www.austin-royster.com) and through the website [www.imortuary.com/funeral-homes/district-of-columbia/washington/austin-royster-funeral-home/](http://www.imortuary.com/funeral-homes/district-of-columbia/washington/austin-royster-funeral-home/).

7. On its website, ARFH represents that it is a “family owned business” and claims that:

Since our inception some twenty years ago, The Austin Royster Funeral Home has provided Professional Service with Compassionate Care to thousands of families in and around the Washington metropolitan area. Our service offerings span the spectrum of the diverse community of the Nation's Capitol and we are known to provide reverent, dignified and compassionate service to residents of all incomes, races and genders. As Chief Operating Officer, Jamelle Royster Conley continues this tradition into its third generation. So when the need arises, no matter the day or hour, we stand ready to serve you.

8. At all times material to this Complaint, ARFH, acting alone or in concert with others, has advertised, marketed, promoted, offered for sale or sold funeral services to consumers in the District of Columbia.

9. ARFH filed its Articles of Incorporation to commence doing business in the District of Columbia on April 28, 1993.

10. Defendant Jamelle Royster (“Royster”), also known as Jamelle Royster-Conley and Jamelle Conley, is the Chief Operating Officer of ARFH.

11. Defendant James Agee (“Agee”) is the Managing Funeral Director of ARFH.

12. At all times material to this Complaint, Defendants Royster and Agee, acting alone or in concert with others, have formulated, directed, controlled, had the authority to

control, participated in, or with knowledge approved of the acts or practices of ARFH, including the unlawful acts and practices set forth in this Complaint.

### **ARFH Promises Professional, Compassionate Care**

13. ARFH advertises its services on the internet at its website, [www.austin-royster.com](http://www.austin-royster.com) and through the website [www.imortuary.com/funeral-homes/district-of-columbia/washington/austin-royster-funeral-home/](http://www.imortuary.com/funeral-homes/district-of-columbia/washington/austin-royster-funeral-home/).

14. On its website, ARFH represents that it is a “family owned business” and claims that:

Since our inception some twenty years ago, The Austin Royster Funeral Home has provided Professional Service with Compassionate Care to thousands of families in and around the Washington metropolitan area. Our service offerings span the spectrum of the diverse community of the Nation's Capitol and we are known to provide reverent, dignified and compassionate service to residents of all incomes, races and genders. As Chief Operating Officer, Jamelle Royster Conley continues this tradition into its third generation. So when the need arises, no matter the day or hour, we stand ready to serve you.

### **Defendant Agee’s Suspension as a Funeral Director**

15. On October 21, 2016, the Department of Consumer and Regulatory Affairs’ Board of Funeral Directors (“Board”) suspended Defendant Agee’s license as a funeral director for 90 days and ordered him to pay a fine based upon its conclusions that ARFH allowed an unlicensed individual, Royster, to make funeral arrangements; unlawfully overcharged the family of a decedent for contracted, third party services, failed to provide the contracted services, and through fraud and misrepresentation, misappropriated \$9,590.80 in insurance proceeds that were due to the decedent’s family. (See exhibit 1).

### **Defendants Operate ARFH without the Required Licenses**

16. In order to operate lawfully in the District, a funeral home must have 1) a Basic Business License, and 2) a Funeral Establishment Endorsement. DC Code §§ 47-2851.02(a), 47-2851.03(a)(10)(F), 47-2852.02(a).

17. Although ARFH does business in the District of Columbia, it has failed to maintain its Basic Business License (“BBL”) with the District of Columbia Department of Consumer and Regulatory Affairs (“DCRA”). ARFH operated without a BBL for almost two years, from February 1, 2016 through November 3, 2017.

18. On or about November 4, 2017, DCRA briefly reinstated ARFH’s BBL.

19. Upon information and belief, DCRA briefly reinstated ARFH’s BBL when Royster went to DC’s Office of Tax and Revenue and presented a check to pay an outstanding balance owed to the District.

20. Upon information and belief, the check that Royster presented to the DC Office of Tax and Revenue was returned shortly thereafter for insufficient funds. (See Exhibit 2)

21. On or about November 14, 2017, DCRA again suspended ARFH’s BBL.

22. Funeral homes in the District are also required to maintain a funeral establishment license endorsement from DCRA. ARFH operated without this endorsement from June 23 through the end of October 2017. (See Exhibit 12)

23. In sum, from February 1, 2016 through November 3, 2017, ARFH lacked a BBL. DCRA suspended ARFH’s BBL again on November 13, 2017, and it remains suspended to date.

24. Further, from June 2017 through the end of October, 2017 ARFH operated without a Funeral Establishment Endorsement.

25. The Board issued a Notice of Summary Suspension of ARFH’s Funeral Establishment Endorsement on November 17, 2017. (See Exhibit 3)

26. In spite of the lack of these required licenses Defendants continued to accept funds from consumers for funeral services during the periods in which ARFH was unlicensed.

**DCRA's Sanctions Against Defendants for Misappropriating Consumer's Funds and for Using an Unlicensed Employee (Royster) as a Funeral Director**

27. On March 14, 2016, the Board issued a Cease and Desist Order to ARFH based, *inter alia*, upon the home's allowing Royster to act as a Funeral Director although she is not licensed as one, submitting false statements to collect fees, charging in excess of its out of pocket expenses to a consumer, committing gross negligence, charging for good or services not in the contract and failing to provide goods or services specified in the contract.

28. On May 5, 2016 the Board held a hearing to determine whether to issue the Cease and Desist Order. ARFH was represented by counsel.

29. On June 2, 2016, the Board issued its Final Decision and Order, in which it found, *inter alia*, that Jamelle Royster, although she was not a Funeral Director, served as the lead and the primary point of contact for a consumer, "MM", in making the funeral arrangements for his father; that ARFH charged MM \$2,458.00 for the services of a cemetery, but did not pay the cemetery even though it said it would pay the cemetery and had received insurance funds from the deceased sufficient to cover this charge; that Royster lied to MM as well as government investigators when they attempted to obtain the excess funds from the insurance proceeds that ARFH owed MM. (See Exhibit 4)

30. In the June 2, 2016 Final Decision and Order, the Board ordered that ARFH was "barred from accepting any assignment of insurance proceeds, or holding any amount of funds, on behalf of a consumer, which exceeds the total price of the funeral services specified in any contract between the [ARFH] and the consumer; that [AFRH] is hereby, barred from accepting payments from consumer which are due to third parties on behalf of the consumer. Third party service providers must be paid directly by the consumer; and that [ARFH] shall bar Jamelle Royster, or any other unlicensed employee, from having any direct contact with consumers in the

conduct of its operations which constitute the practice of funeral directing as defined by District law and regulation.”

31. On March 10, 2017, the Board and ARFH entered into a Settlement Agreement under which the home agreed to pay a fine of \$12,000 within 45 days of the effective date of the agreement. (See Exhibit 5)

32. On June 23, 2017, the Board suspended ARFH’s Funeral Establishment endorsement for failure to comply with the settlement agreement.

### **Defendants’ Failures to Deliver Services**

33. One consequence of Defendants’ failures to maintain the required licenses is that the Department of Health will not issue a death certificate to an unlicensed funeral home. D.C. Code §7-211(a).

34. Without a death certificate, consumers are unable to access the deceased’s bank accounts, insurance policies, to begin probate proceedings, or to bury or cremate the body. D.C. Code § 7-214(a).

35. ARFH applied for death certificates for at least seven consumers at a time when it did not have a BBL: “MV” – Date of Death (“DOD”) 06/28/2017; “JD” - DOD 07/11/2017; “LP” - DOD 07/15/2017; “DT”- DOD 09/20/2017; “LJ” - DOD – 06/01/2017; “MK”, DOD – 07/28/2017; “DK”- DOD 08/23/2017.

36. ARFH remains unable to obtain the death certificates for these seven individuals.

37. Darlene Thomas engaged the services of ARFH when her mother died on September 20, 2017. (See Exhibit 6)

38. Ms. Thomas has been trying to obtain a death certificate from ARFH for months.

39. Royster has provided Ms. Thomas with many excuses about why she has not provided Ms. Thomas a death certificate.

40. Ms. Thomas even went to the District Office of Vital Records to attempt to obtain a copy of the death certificate, but discovered that there was no record of her mother's death on file.

41. To date Ms. Thomas has been unable to obtain a death certificate from Defendants.

42. Upon information and belief, some of the other families of these seven individuals have also been unable to conclude the affairs of the deceased or bury or cremate the bodies based upon ARFH's lack of the required licenses.

#### **Defendants' Misappropriation of Consumers' Funds**

43. As noted herein, although on June 2, 2016, Defendants were ordered by the Board not to accept any insurance proceeds in excess of the amounts due to ARFH, on July 23, 2017, ARFH, through Royster, accepted \$53,000 from a consumer, Changus Hayes, for a funeral that was contracted to cost \$5767. (See Exhibit 7)

44. Royster assured Mr. Hayes that she would issue a refund check to him in the amount of \$47,243.

45. Two months later, on September 27, 2017, Royster provided Mr. Hayes with a refund check, but that check was returned for insufficient funds.

46. To date, Defendants have not refunded any portion of the \$47,243 that it owes Mr. Hayes. (See Exhibit 7).

#### **Royster Has Unlawfully Undertaken the Activities as a Funeral Director**

47. A person who is not a licensed funeral director cannot make any funeral arrangements, other than the receipt of preliminary information by telephone. 17 D.C.M.R. § 3013.2(l)(1), D.C. Code § 3-411(a).

48. Royster is not licensed as a funeral director. (See Exhibit 8).



49. Royster has repeatedly undertaken a role beyond the receipt of preliminary information, even after both Agee and ARFH were separately sanctioned by the Board for this activity.

50. In October 2015, Royster met with Carla Jones to make funeral arrangements after the death of Ms. Jones's father.

51. Royster drafted the contract for services for Ms. Jones and remained the contact for Ms. Jones concerning the death certificate and the cremation.

52. In September 2016 Royster met with Quantella Gregory to make arrangement for the funeral of her grandmother, Barbara Ann Rue. (See Exhibit 9).

53. As a result of the interactions between Ms. Gregory and Royster, DCRA issued a notice of infraction to Royster for practicing as a Funeral Director without a valid license. (See Exhibit 10)

54. In April 2017 Royster met with Terrell Hayes to make arrangements for the funeral of Levolia Hayes.

55. Royster drafted the contract for services for Mr. Hayes and remained the contact for Mr. Hayes and his family concerning the death certificate and the cremation. (See Exhibits 11 and 7).

**Count I**  
**Violations of the Consumer Protection Procedures Act**

56. The District re-alleges and incorporates by reference paragraphs 1 through 55, as if fully set forth herein.

57. The CPPA is a remedial statute that should be broadly construed. It establishes a right to truthful information from merchants about consumer goods and services that are or would be purchased, leased or received in the District of Columbia.

58. Consumers purchase funeral services that Defendants offer for personal, household or family purposes and, therefore, these services are consumer goods and services.

59. Defendants, in the ordinary course of business, offer to sell or supply consumer goods and services and, therefore, are merchants.

60. Merchants who violate the CPPA may be subject to restitution, damages, civil penalties, temporary or permanent injunctions, the costs of the action, and reasonable attorneys' fees. D.C. Code § 28-3909.

61. Defendants' representations to consumers, both express and implied, that Defendants' are able to provide funeral services are representations that ARFH has an approval status, or certification that it does not have, and is an unlawful trade practice that violates the CPPA, D.C. Code §28-3904(b).

62. Defendants' representations to consumers, both express and implied, that Defendant Royster was a Funeral Director are representations that Defendant Royster has an approval, status, or certification that she does not have, and is an unlawful trade practice that violates the CPPA, D.C. Code §28-3904(b).

63. Defendants' representations to consumers, both express and implied, that Defendants would perform purchased funeral services are representations of material facts that had a tendency to mislead consumers, and were unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(e).

64. Defendants' failures to inform its customers that they were operating without a BBL license from February 1, 2016 through November 3, 2017 were failures to state a material fact that had a tendency to mislead, and were unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(f).

65. Defendants' failures to inform its customers that they were operating without a Funeral Home Establishment Endorsement license from June 23, 2017 through the end of October, 2017, were failures to state a material fact that had a tendency to mislead, and were unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(f).

66. Defendants' failures to state that ARFH was "barred from accepting any assignment of insurance proceeds, or holding any amount of funds, on behalf of a consumer, which exceeds the total price of the funeral services specified in any contract between [ARFH] and the consumer," were failures to state a material fact that had a tendency to mislead, and were unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(f).

67. Defendants' acceptance of an assignment of insurance proceeds, or holding any amount of funds, on behalf of a consumer, which exceeded the total price of the funeral services specified in any contract between ARFH and the consumer, is an unconscionable practice that violates the CPPA, D.C. Code § 28-3904(r)(5).

#### **PRAYER FOR RELIEF**

WHEREFORE, the District respectfully requests that this Court enter a judgment in its favor and, pursuant to the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3909(a), grant the following relief:

- (a) Permanently enjoin Defendants' violations of the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*;
- (b) Award restitution equal to the amounts Defendants' collected from consumers in violation of the Consumer Protection Procedures;
- (c) Order the payment of statutory civil penalties in the amount of \$1,000 per violation for Defendants' violations of the District's consumer protection laws;
- (d) Award the District the costs of this action and reasonable attorneys' fees incurred by the District in connection with the investigation and litigation of its claims; and
- (e) Grant such further relief as the Court deems just and proper.

#### **JURY DEMAND**

The District demands a trial by jury by the maximum number of jurors permitted by law.


Dated: November 20, 2017

Respectfully submitted,

KARL A. RACINE  
Attorney General for the District of Columbia

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# EXHIBIT 1

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GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF FUNERAL DIRECTORS

IN THE MATTER OF

JAMES O. AGEE  
License No. DFD 946

*Respondent*

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FINAL DECISION AND ORDER

Jurisdiction

The above-captioned matter comes before the District of Columbia Board of Funeral Directors (hereinafter "the Board") pursuant to the District of Columbia Administrative Procedures Act, 82 Stat. 1208, D.C. Official Code § 2-509 (2012 Repl.); and D.C. Official Code § 47-2853.17 *et seq.* (2012 Repl.); D.C. Official Code § 47-2853.22 (2012 Repl.); and Chapters 30, 31 and 33 of Title 17 of the District of Columbia Municipal Regulations.

Procedural History

On or about January 14, 2016, the Department of Consumer and Regulatory Affairs ("DCRA"), through its Occupational and Professional Licensing Administration, completed an investigation of alleged unlicensed business practices and misappropriation of client funds by Austin Royster Funeral Home, Inc. ("ARFH") relating to the funeral arrangements for Mark Matthews, Jr. ("the decedent"). As a result of the investigation, DCRA determined that ARFH, License No. FHE 40000555, allowed an unlicensed individual to make funeral arrangements with a consumer in violation of District law and regulations. DCRA also found that ARFH unlawfully overcharged the family of the decedent for contracted, third party services, and failed to provide contracted services. Further, the investigation concluded that

ARFH, through fraud and misrepresentation, misappropriated \$9,590.80 in insurance proceeds that were due to the decedent's family.

In light of ARFH's apparent unlawful activities, and the egregiousness of the charges, on February 4, 2016, the Board determined to issue to ARFH an Order to Cease and Desist its unlawful operations as a funeral services establishment pursuant to D.C. Official Code § 47-2844.01 et seq. (2012 Repl.). The Board also voted to initiate proceedings to revoke the license of ARFH, and to take disciplinary action against its designated managing funeral director, James O. Agee ("Mr. Agee" or "Respondent" herein).

On April 5, 2016, the Board issued a Notice to Suspend Designated Funeral Director's License ("Notice") against Mr. Agee.

Respondent was given twenty (20) calendar days from the date of service of the Notice, which was April 27, 2016, to request a hearing in accordance with D.C. Official Code § 47-2853.22(a) (2012 Repl.) and 17 DCMR § 3315.

In error, on May 16, 2016, a request for a hearing in the matter was submitted to the Office of Administrative Hearings ("OAH"). However, at the time of the request, Respondent had not requested a hearing, and the Board had not delegated its authority to hear the matter to OAH. In light of this administrative error, the Board requested that the submission be withdrawn.

On June 2, 2016, Administrative Law Judge Mary Masulla dismissed the hearing without prejudice.

On June 20, 2016, the Board's administrator spoke to Mr. Agee by telephone to explain the error that occurred, and to afford him an opportunity to request a hearing concerning the Notice. As of the date of this issuance, Mr. Agee has not requested a hearing in the matter. Therefore, in accordance with 17 DCMR § 3316, the Board may take the proposed disciplinary action.

Accordingly, upon consideration of the record of the matter, the Board determines to make and issue the following findings of fact, conclusions of law, and order:

**Findings of Fact**

1. James O. Agee is licensed as the Designated Funeral Director, License No. DFD 946, for Austin Royster Funeral Home, Inc.
2. Jamelle Royster, the Chief Operating Officer of Austin Royster Funeral Home, Inc., is not, and has never been, licensed as a funeral director in the District of Columbia.
3. On February 27, 2015, Mark Matthews, III entered into a contract with ARFH, which was prepared and signed by the Respondent, to carry out the funeral services for his father, the decedent.
4. In making the funeral arrangements, both James Agee and Jamelle Royster were present and participated in assisting the family in selecting funeral goods and services. However, Jamelle Royster served as the lead and the primary point of contact concerning the arrangements.
5. In the contract, Mr. Matthews was charged a sum of \$2,458 for the services of Lincoln Memorial Cemetery.
6. The contract also specifies that a sum, which was itemized as a "Family Advance", of \$9,590.80 was due to Mr. Matthews as a refund. This amount represented the remaining balance of insurance proceeds to be collected.
7. On March 9, 2015, Mr. Matthews executed an Irrevocable Assignment and Power of Attorney with C&J Financial, LLC to execute an advance loan and assign the entirety of the proceeds of the decedent's life insurance policy, which was \$19,000, to ARFH.



8. On March 10, 2015, C&J Financial, LLC issued to ARFH an advance on the insurance policy in the amount of \$18,243.80, as \$756.20 of the total proceeds had been deducted as a processing fee.
9. On March 11, 2015, Mary Watson, the decedent's sister, and Mr. Matthews entered an agreement with Lincoln Memorial Cemetery for the internment of the decedent. Lincoln Memorial Cemetery charged the family \$2,332 for its services. ARFH issued a check, #2663, to Lincoln Memorial Cemetery in the amount of \$2,332 to cover the cost of the services.
10. On March 13, 2015, the funeral was held and the decedent was buried at Lincoln Memorial Cemetery.
11. On March 16, 2015, the check issued by ARFH, #2663, to Lincoln Memorial Cemetery was rejected and returned by its bank for insufficient funds.
12. By letter dated April 7, 2015, ARFH was notified by Lincoln Memorial Cemetery that its check had bounced.
13. Sometime in late May of 2015, the Mr. Matthews' sister, Shaunette McCoy, contacted Jamelle Royster to ask about the status of her brother's refund. Ms. Royster stated that the funds could not be disbursed unless Ms. McCoy submitted a release to C&J Financial, LLC, given that her birth certificate indicated that she was not a biological child of the decedent. However, when Ms. McCoy contacted C&J Financial, LLC, she was informed that the funds had already been disbursed to the funeral home in March, and that its file concerning the matter had been closed. When Ms. Royster was confronted with this information, she indicated that she would issue a check to Mr. Matthews.
14. On June 9, 2015, Mr. Matthews received a check, #1012, from ARFH, dated June 2, 2016, in the amount of \$9,162, which was \$428.80 short of the amount due as specified in the contract.
15. On June 10, 2015, Mr. Matthews attempted to open an account and deposit the check at TD Bank. However, the bank manager advised Mr. Matthews that the check could not be

cash, as ARFH did not have sufficient funds in its account to cover the amount of the check.

16. On June 10, 2015, after his failed attempt to collect on the check, Mr. Matthews reported the incident to Officer Thomas Stein, Detective in the Financial Cyber Crimes Unit of the Metropolitan Police Department.

17. On June 11, 2015, Detective Stein contacted Ms. Royster who claimed that she had multiple accounts and that money would be transferred in the account to cover the check. However, on the same day, Detective Stein also contacted TD Bank, and was informed by the bank manager that Ms. Royster's claim was false, and that ARFH did not have sufficient funds on deposit to cover the check.

18. By letter dated July 20, 2015, Ms. Watson was notified that ARFH's check, #2663, for the interment fees was returned for insufficient funds. Ms. Watson was also informed, that as the signatory of the agreement with Lincoln Memorial Cemetery, she was responsible for the outstanding debt of \$2,332, which was \$126 less than the amount charged by Respondent and ARFH.

19. On August 19, 2015, the Matthews family submitted its complaint concerning the matter to the Board.

20. On or about October 2, 2015, the Board submitted the matter for investigation, and the case was referred to George Batista and Asia Dumas, DCRA Investigators.

21. On November 2, 2015, Investigators Batista and Dumas interviewed Jamelle Royster concerning the complaint. During the interview, Ms. Royster falsely claimed that the balance due to Lincoln Memorial Cemetery on behalf of the Matthews family had been paid by the Respondent, using its business credit card, the week before the interview.

22. On November 13, 2015, Mr. Matthews opened an account and attempted to deposit the check, #1012, at SunTrust Bank.

23. On November 18, 2015, the check was rejected and returned by SunTrust for insufficient funds.
24. On November 20, 2015, Mr. Matthews was notified by SunTrust Bank, Fraud Risk Management, that his new account had been closed.
25. On or about January 14, 2016, DCRA completed its investigation of the matter, and Investigators Dumas and Batista submitted their report of findings, which substantiated the foregoing enumerated paragraphs.
26. On June 7, 2016, Lincoln Memorial Cemetery reported to Investigator Batista that ARFH paid, by credit card, the balance due for the interment of the decedent sometime in December of 2015.
27. To date, ARFH has not remitted the remainder of the insurance proceeds to Mr. Matthews.

#### Conclusions of Law

The Notice charged Respondent with the following violations of D.C. Official Code §47-2853.17(a) (2012 Repl.), which establishes grounds for the imposition of disciplinary action by the Board against any licensee who:

(13) Willfully practices an occupation or profession with an unauthorized person or aids an unauthorized person in the practice of an occupation or profession; and

(14) Submits false statements to collect fees for which services have not been provided or submits statements to collect fees for services which were not authorized and were not necessary.

The Board finds, as substantiated by the record in this matter, that Respondent's conduct violated both provisions of the above-cited District law.

It is clear that Mr. Agee, as manager, allowed Jamelle Royster, who is not a licensed funeral director, to assume an active role in making the funeral arrangements with the Matthews family, as he was present and participating at the time the funeral contract was negotiated and signed by the parties. Essentially, Respondent permitted Ms. Royster to take the lead in making the funeral arrangements and serve as the primary point of contact concerning the arrangements for the family. As a result, Ms. Royster was repeatedly dishonest with the members of the Matthews family and the government's investigators. Ms. Royster's contact with the family extended well beyond the limit established by 17 DCMR §3013.2 (l)(1), which only permits an unlicensed person to receive "preliminary information by telephone." Thus, the Board finds that the imposition of disciplinary action is justified in accordance with D.C. Official Code §47-2853.17(a)(13) (2012 Repl.).

Further, it is clear from the record in this matter that Respondent has misappropriated \$9,590.80 in funds belonging to Mr. Matthews, overcharged Mr. Matthews by \$126 for cemetery expenses, which is expressly prohibited by 17 DCMR §3013.2 (l)(8)(A), and then attempted to stick Mr. Matthews with the bill for the cemetery's services that ARFH should have paid.

Finally, Mr. Matthews was issued a check which was \$428.80 short of the amount due in the contract. Regardless of the fact that it was a bad check, Respondent provided no explanation to Respondent as to why this amount would be retained by the funeral home and no such charge was included on the contract. Thus, Respondent has clearly violated D.C. Official Code §47-2853.17(a)(14) (2012 Repl.).

### **ORDER**

Accordingly, based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby **ORDERED**, that the license of Respondent James O. Agee, License No. DFD 946, is

hereby **SUSPENDED** for a period of **ninety calendar (90) days**, commencing on November 1, 2016;


**ORDERED**, that Respondent James O. Agee, License No. DFD 946, is fined a sum of **One Thousand and Three Hundred Dollars (\$1,300.00)**, which sum shall be remitted in the form of a certified check or money order made payable to the District of Columbia Treasurer. Payment and proof of payment shall occur within 10 days of execution of this Consent Order;

**ORDERED**, that Respondent James O. Agee, License No. DFD 946, shall complete twelve (12) hours of approved continuing education for funeral directors in the subjects of ethics, management, operations, or administration. Respondent's completion of these course hours shall occur within 90 days of the execution of this Order, and shall not be counted toward the completion of his continuing education requirement for any renewal cycle; and it is further

**ORDERED**, that the license of James O. Agee, License No. DFD 946, shall remain **SUSPENDED** upon Respondent's failure to pay the fine and/or complete the required course(s) of remediation in accordance with this Order. This suspension shall continue until such time as the terms of this Order are satisfied.

So **ORDERED**

DISTRICT OF COLUMBIA  
BOARD OF FUNERAL DIRECTORS

  
\_\_\_\_\_  
Lynn Armstrong Patterson  
Chairperson

10.21.2016  
Date

## APPEAL RIGHTS

Pursuant to D.C. Official Code § 47-2853.23 (2012 Repl.) and D.C. Official Code § 2-510 (2012 Repl.), any person aggrieved by this Order may obtain judicial review by filing an original and six copies of a petition for review with the District of Columbia Court of Appeals at the following address:

Clerk  
District of Columbia Court of Appeals  
H. Carl Moultrie I Courthouse  
500 Indiana Avenue, NW  
Sixth Floor  
Washington, D.C. 20001  
202-879-2700

The petition for review and required copies can be mailed or delivered in person to the Court of Appeals, and must be received by the Clerk of Appeals within 35 days of the mailing date of this Order. Information on petitions for judicial review to the Court of Appeals may be found in Title III of the Rules of the District of Columbia Court of Appeals.

CERTIFICATE OF SERVICE

By First Class & Certified Mail:

James Agee  
9127 Kinzer Street  
Lanham, MD 20706

By Email:

Email: [nizene@aol.com](mailto:nizene@aol.com)

I hereby certify that on October 25, 2016, this document was caused to be served upon the party named on this page at the addresses listed by means stated.

  
\_\_\_\_\_  
S. J. Brown, Board Administrator

# EXHIBIT 2



**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
Civil Division**

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DISTRICT OF COLUMBIA,

Plaintiff,

v.

AUSTIN ROYSTER FUNERAL HOME  
INC. *et al.*

Defendants.

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**DECLARATION OF ERIC BIME, REVENUE ACCOUNTING MANAGER**

I, Eric Bime, hereby declare and state the following:

1. My name is Eric Bime and I am employed by the District of Columbia Office of Tax and Revenue ("OTR") as the Revenue Accounting Manager of the Revenue Accounting Administration.

2. The following checks payable to "DC Treasurer" presented by Austin Royster Funeral Home were deposited by OTR and subsequently returned for insufficient funds:

(a) Check No. 193 (\$253.80)

(b) Check No. 194 (\$361.71)

(c) Check No. 196 (\$220.80)

(d) Check No. 197 (\$335.52)

(e) Check No. 198 (\$366.25)

(f) Check No. 199 (\$374.94)

(g) Check No. 200 (\$487.32)

(h) Check No. 201 (\$486.24)

(i) Check No. 202 (\$242.70)

(j) Check No. 203 (\$250.00)

- (k) Check No. 205 (\$288.00)
- (l) Check No. 206 (\$216.60)
- (m) Check No. 209 (\$245.88)
- (n) Check No. 210 (\$155.25)
- (m) Check No. 211 (\$166.75)
- (n) Check No. 212 (\$198.38)
- (o) Check No. 213 (\$166.75)
- (p) Check No. 214 (\$178.25)
- (q) Check No. 215 (\$247.37)
- (r) Check No. 216 (\$169.63)
- (s) Check No. 217 (\$184.00)
- (t) Check No. 218 (\$172.50)
- (u) Check No. 219 (\$240.06)
- (v) Check No. 220 (\$222.81)
- (w) Check No. 221 (\$250.13)
- (x) Check No. 222 (\$235.46)
- (y) Check No. 223 (\$228.85)
- (z) Check No. 224 (\$209.42)
- (aa) Check No. 225 (\$100.00)
- (bb) Check No. 226 (\$100.00)
- (cc) Check No. 227 (\$250.00)
- (dd) Check No. 228 (\$250.00)
- (ee) Check No. 229 (\$250.00)
- (ff) Check No. 230 (\$250.00)

(gg) Check No. 231 (\$250.00)

(hh) Check No. 233 (\$1,083.30)

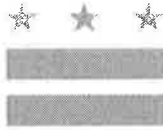
I declare under penalty of perjury that the foregoing is true and correct.

  
Eric Bime

Dated: November 20, 2017

# EXHIBIT 3

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Department of Consumer and Regulatory Affairs**



**Office of the General Counsel**

November 17, 2017

VIA PERSONAL SERVICE or  
CERTIFIED MAIL

To: Austin Royster Funeral Home, Inc.  
502 Kennedy Street  
Washington, D.C. 20001

**NOTICE OF SUMMARY SUSPENSION OF LICENSE No. FHE 40000555**

Pursuant to D.C. Official Code §47-2853.18, this is an official notice that the District of Columbia Board of Funeral Directors ("The Board") is hereby suspending Funeral Home Establishment License No. 40000555 belonging to Austin Royster Funeral Home ("ARFH"). Recently, DCRA completed an investigation, which revealed ARFH is operating in violation of District of Columbia law. Accordingly, your Funeral Home Establishment License is suspended, effective immediately.

The Board's investigation shows that Terrell Hayes contracted with ARFH to perform funeral arrangements for his father, decedent, Levolia Hayes, Jr. ARFH received \$53,000 from the decedent's life insurance company, Met Life Insurance and contracted with Terrell Hayes with ARFH for services amassing a total of \$5,767.00 in fees. Changus Hayes, brother to Terrell Hayes and sole beneficiary of Levolia Hayes, Jr's life insurance policy, assigned the full life insurance policy to ARFH at Jamelle Royster's request. Changus Hayes stated that Jamelle Royster represented to him that part of the insurance proceeds would cover funeral expenses and she would return the remaining balance to him. Changus Hayes called Met Life to ask about the status of the insurance proceeds on July 23, 2017 and was told that the full \$53,000 was mailed to ARFH. When he did not receive the portion of the insurance policy proceeds from Jamelle Royster but did not receive a rationale for not receiving the remaining \$47,233 amount. Changus Hayes came to Washington, DC in order to confront Jamelle Royster and obtain the remaining

funds, and he was given check #180 by Jamelle Royster for the full remaining \$47,233. He deposited the check on September 27, 2017, but he was informed by his bank on September 29, 2017 that the check was being returned for insufficient funds. Changus Hayes attempted once again to confront Jamelle Royster regarding the remaining balance and, although the bank was closed that day, Jamelle Royster gave Changus Hayes a check for travel expenses (\$285.00) and a note acknowledging that she owes him \$47,000. To date, Jamelle Royster has not returned the \$47,233 owed to Changus Hayes.

DCRA's investigation also shows that ARFH performed funeral services for at least seven decedents with a suspended Funeral Home Establishment license and an expired Basic Business License. ARFH's Basic Business License No. 900114000002 expired on February 2, 2017. ARFH did not renew their Basic Business License until October of 2017, effective October 1, 2017. Furthermore, ARFH's Funeral Home Establishment license 40000555 was suspended on June 23, 2017 as a result of failure to pay \$12,000 pursuant to a settlement agreement negotiated with the Board. The Board did not lift the suspension of ARFH's Funeral Home Establishment license until October 26, 2017. On October 26, 2017, ARFH's license status was changed to inactive because the funeral home had an expired Basic Business License. Nonetheless, ARFH performed funeral services for seven (7) decedents during the period in which ARFH had a suspended Funeral Home Establishment and an expired Basic Business License. Those decedents and their dates of death are listed below:

<u>Decedent</u>	<u>Date of Death</u>
Lonnie Johnson	6/01/2017
Michael Vest	6/28/2017
James Douglas	7/11/2017
Lavonia Priget	7/15/2017
Marion Kenner	7/28/2017
Denise Kenner	8/23/2017
Dorothy Thomas	9/20/2017

For these reasons, ARFH has violated District of Columbia law governing the operation of funeral homes and the provision of funeral services in the District of Columbia. Pursuant to D.C. Code §47-2853.17(a) 19, a professional board may take disciplinary action against any person who:

Pursuant to D.C. Official Code § 47-2853.17(a)(20), ARFH violated the terms of the Cease and Desist Final Decision and Order which barred ARFH from accepting any assignment of insurance proceeds, or holding any amount of funds, on behalf of a consumer, which exceeds the total price of the funeral services specified in any contract between ARFH and the consumer.

Additionally, pursuant to The Board's investigation and as evidenced by DCRA's investigative report, ARFH has violated the following regulations set forth in 17 DCMR §3013.2, specifically subsections:

(d) Engaged in misrepresentation or fraud in the conduct of the business of funeral services establishment, as funeral director, or as an apprentice funeral director

(j) Committed gross negligence in the practice of funeral directing:

(2) Exercising undue influence on a customer or misleading a customer

### **RIGHT TO A HEARING**

You have the right to request an expedited hearing. If you wish to request an expedited hearing, you must submit a written request to the Office of Administrative Hearings within seventy-two (72) hours of the service of this order. An expedited hearing will be held within seventy-two (72) hours of the Office of Administrative Hearings's receipt of your hearing request.

If you fail to request a hearing as set forth above, the order shall be final. All requests for hearings should be addressed to the D.C. Board of Funeral Directors, 1100 4<sup>th</sup> Street, SW, 4<sup>th</sup> Floor, Washington, D.C. 20024. The Board will notify you of the time, date and location of the hearing.

A copy of your request should also e-mailed or faxed to Mrs. Runako Allsopp, Assistant General Counsel, Office of the General Counsel, Department of Consumer and Regulatory Affairs, 1100 4<sup>th</sup> Street, SW, 5<sup>th</sup> Floor, Washington, D.C. 20024. Mrs. Runako Allsopp can be reached at (p) 202-442-8199 or by email at [runako.allsopp@dc.gov](mailto:runako.allsopp@dc.gov).

You may appear personally at the hearing and you may be represented by legal counsel. You have the right to produce witnesses and evidence on your behalf and to cross-examine witnesses. You may examine evidence produced and have subpoenas issued on your behalf to require the production of witnesses and evidence.

If you or any witnesses you intend to call are deaf or because of a hearing impairment cannot readily understand or communicate the spoken English language, you or your witnesses may apply to the Board for the appointment of a qualified interpreter.

11-17-2017

Date



Asanti Williams  
Vice Chairperson,  
District of Columbia Board  
of Funeral Directors



# EXHIBIT 4

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF FUNERAL DIRECTORS**

IN THE MATTER OF

AUSTIN ROYSTER FUNERAL HOME, INC.

License No. FHE 40000555

*Respondent*

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**FINAL DECISION AND ORDER**

**Jurisdiction**

The above-captioned matter comes before the District of Columbia Board of Funeral Directors (hereinafter “the Board”) pursuant to the District of Columbia Administrative Procedures Act, 82 Stat. 1208, D.C. Official Code § 2-509 (2012 Repl.); and D.C. Official Code § 47-2844.01 et seq. (2012 Repl.); D.C. Official Code § 47-2853.22 (2012 Repl.); and Chapter 33 of Title 17 of the District of Columbia Municipal Regulations.

**Procedural History**

On or about January 14, 2016, the Department of Consumer and Regulatory Affairs (“DCRA”), through its Occupational and Professional Licensing Administration, completed an investigation of alleged unlicensed business practices and misappropriation of client funds by Austin Royster Funeral Home, Inc. (“Respondent” or “ARFH”) relating to the funeral arrangements for Mark Matthews, Jr. (“the decedent”). As a result of the investigation, DCRA determined that Respondent, a licensed funeral home establishment, License No. FHE 40000555, allowed Jamelle Royster, an unlicensed individual, to make funeral arrangements with a consumer in violation of District law and regulations. DCRA also found that ARFH unlawfully overcharged the family of the decedent for contracted, third party services, and

failed to provide contracted services. Further, the investigation concluded that ARFH, through fraud and misrepresentation, misappropriated \$9,590.80 in insurance proceeds that were due to the decedent's family.

In light of Respondent's apparent unlawful activities, and the egregiousness of the charges, on February 4, 2016, the Board determined to issue to the Respondent an Order to Cease and Desist (or "Order") its unlawful operations as a funeral services establishment pursuant to D.C. Official Code § 47-2844.01 et seq. (2012 Repl.). The Board also voted to initiate proceedings to revoke the Respondent's license as a funeral services establishment in the District.

On or about March 14, 2016, the Board issued and initiated service of the Order via certified mail, return receipt requested, on the Respondent. On or about March 29, 2015, George Batista, an investigator for DCRA, personally delivered a courtesy copy of the Order to Cease and Desist to the premises of ARFH. Because the business was closed at the time of his arrival, Mr. Batista slid the copy of the Order under the door.

On March 30, 2015, Respondent, through its counsel, Frederick D. Cooke, Jr., acknowledged its receipt of the courtesy copy via email to Runako Allsopp, Assistant General Counsel for DCRA. In the email, Respondent expressed its intention to request an expedited hearing in the matter by close of business on March 31, 2016. However, neither Respondent nor Respondent's counsel submitted a request for a hearing to the Board as specified in the Order to Cease and Desist.

Nonetheless, Ms. Allsopp forwarded the email from Mr. Cooke to the Board, through its administrative staff. Service of the Order to Cease and Desist was completed on April 13, 2016, when the mailed notice was returned by the United States Postal Service ("USPS") as unclaimed.

Though technically deficient and untimely, as the request was entered prior to the completion of service and was never delivered properly to the Board, the Board accepted

counsel's email as a request for an expedited hearing at its meeting on April 22, 2016. At the meeting, the Board scheduled a hearing concerning the Order to Cease and Desist for May 5, 2016 at 10:00 a.m.

On April 27, 2016, the Board issued a Notice of Public Hearing ("Notice") in the matter, which was sent to Respondent via certified and first class mail. By email on the same day, Mr. Cooke contacted Ms. Allsopp via email to confirm that the hearing had been set for May 5, 2016. In response to the forwarded message, the Board's administrative staff confirmed the scheduled date and time of the hearing by email to Ms. Allsopp, and provided her with an electronic copy of the Notice to be sent to Respondent's counsel, with his consent. Also, on April 27, 2016, Ms. Allsopp contacted Mr. Cooke via email to confirm the date and time of the hearing, and to obtain his consent to receive the Notice and other electronic communications directly from the Board. He did not respond.

On the afternoon of May 4, 2016, Mr. Cooke emailed Ms. Allsopp to again confirm the date and time of the hearing, as he claimed the Respondent had not received the Notice from the Board. He also stated that the Respondent's witness was unwilling to appear, and expressed his belief that the hearing should be continued to a future date. On the same afternoon, Kia L. Winston, Assistant Attorney General, and counsel to the Board, responded by email to Mr. Cooke's inquiry by again confirming the date and time of the hearing and enclosing an electronic copy of the Notice that had been sent to his client.

On May 5, 2016, the Board conducted a hearing to determine whether the Respondent's actions warranted the imposition of the Order to Cease and Desist. Present at the hearing were Board members Lynn Armstrong Patterson, Chairperson, Essita Duncan, and Randolph Horton. Runako Allsopp appeared on behalf of DCRA, and Kia L. Winston represented the Board. Frederick D. Cooke, Jr., Esq. appeared on behalf of the Respondent. Administrative staff members present were Kevin Cyrus, Education Specialist, Andrew Jackson, Board Administrator, George Batista and Asia Dumas, DCRA Investigators. Also, Mark Matthews, III, appeared as a witness. George Batista also testified.

### Discussion of Preliminary Procedural Issues

Shortly after the commencement of the hearing on May 5, 2016, Respondent's counsel requested a continuance of the hearing due to the absence of Mark Matthews, III, next of kin to the decedent and Respondent's witness. Although the hearing was delayed to allow for Mr. Matthews' arrival, Respondent's motion for a continuance was denied. But, as part of his argument for the motion, Respondent claimed insufficiency of service of the Notice and asserted that the Board no longer held authority to conduct the hearing because the Board was untimely in scheduling it. He asserted that the Board should have conducted the hearing within ten (10) days after the receipt of his client's request for a hearing.

The Board would agree with this position, except D.C. Official Code § 47-2844.01(c)(1) plainly states that a Respondent "may, within 10 days of the *service* of an order, submit a written request *to the board* for an expedited hearing on the alleged violation..." (Emphasis added.) In this case, Respondent never submitted a proper request for a hearing to the Board, neither before nor after service of the Order to Cease and Desist was effectuated on April 13, 2016. Although the Order clearly instructed the Respondent to submit any request for a hearing to the Board at 1100 4<sup>th</sup> Street, SW, 4<sup>th</sup> Floor, Washington, D.C. 20024, Respondent's counsel merely emailed his intent to request an expedited hearing to opposing counsel prior to service of the Order. The hearing request that Mr. Cooke said he would submit, by closed of business on March 31, 2016, never came.

Nonetheless, given the informal nature of the administrative hearing process, the Board made an effort to accommodate the Respondent despite its failure to properly submit its request for a hearing pursuant to D.C. Official Code § 47-2844.01(c)(1). On April 22, 2016, the Board graciously decided to grant Respondent a hearing on the basis of counsel's email, when it presently had no obligation, in accordance with the law, to hold a hearing in the matter – expedited or otherwise. However, because Respondent's email indicated its desire for an expedited hearing, the Board scheduled the hearing to occur in the hours before its next planned public meeting, which was the morning of May 5, 2016 – twelve (12) calendar

days later. But, the Board had no obligation to grant a hearing within ten (10) days of Mr. Cooke's email, or within ten (10) days of its April meeting. The clock starts ticking when the Board receives a proper, timely request. The Board never got one.

Further, at no time during his interactions with Ms. Allsopp, did Respondent's counsel object to the scheduled hearing date or request that the hearing be conducted on an earlier date. And, at no time did Respondent's counsel present any such objection directly to the Board. Respondent's counsel only offered an emailed request for a continuance, which he submitted less than twenty-four (24) hours before the hearing was to commence.

Concerning Respondent's receipt of the Notice, the Board caused the Notice to be issued to Respondent three (3) different ways on April 27, 2016. The Notice was mailed via first class and certified mail, return receipt requested, and an electronic copy was made available to Respondent's counsel. Regardless of Respondent's failure to pick up the certified package, and Respondent's counsel's effective refusal to accept the Notice via email, Respondent did receive ample, sufficient notice of the scheduled hearing date and time. On April 21, 2016, Mr. Cooke was made aware of the potential date for the hearing before it was even set, and confirmed his availability for that date during a face-to-face meeting with Ms. Allsopp. Further, on April 27, 2016, Ms. Allsopp, on behalf of the Board, sent to Mr. Cooke an email confirmation of the date and time of the hearing. That notification satisfies any obligation of the Board to comply with D.C. Official Code § 47-2844.01(c), which provides that the Board must cause "*a written notice*" of the hearing to be delivered to the Respondent "*by any means* guaranteed to be received at least 5 days before the hearing date." Pursuant to 17 DCMR 3318.1, as Respondent appeared through counsel, the Board appropriately provided a written notice, which was an email, to the Respondent's counsel of record on April 27, 2016 -- more than five (5) days before the scheduled hearing.

Thus, Respondent's arguments, that the Board lacked authority to hear the matter due to the late timing of the hearing, and that the Board's notice of the hearing was insufficient, are without merit.

Therefore, upon consideration of the record of the matter, including the testimony of the witnesses, the Board's assessment of their credibility, and the documents introduced as evidence at the hearing, the Board determines to make and issue the following findings of fact, conclusions of law, and order:

#### **Findings of Fact**

1. Austin Royster Funeral Home, Inc. Is a licensed funeral services establishment in the District of Columbia, License No. FHE 40000555.
2. James Agee is licensed as the Designated Funeral Director, License No. DFD 946, for Austin Royster Funeral Home, Inc.
3. Jamelle Royster, the Chief Operating Officer of Austin Royster Funeral Home, Inc., is not, and has never been, licensed as a funeral director in the District of Columbia.
4. On February 27, 2015, Mark Matthews, III entered into a contract with Respondent to carry out the funeral services for his father, the decedent. In making the funeral arrangements, both James Agee and Jamelle Royster were present and participated in assisting the family in selecting funeral goods and services. However, Jamelle Royster served as the lead and the primary point of contact concerning the arrangements.
5. In the contract, Respondent charged Mr. Matthews a sum of \$2,458 for the services of Lincoln Memorial Cemetery.
6. The contract also specifies that a sum, which was itemized as a "Family Advance", of \$9,590.80 was due to Mr. Matthews as a refund. This amount represented the remaining balance of insurance proceeds to be collected.
7. On March 9, 2015, Mr. Matthews executed an Irrevocable Assignment and Power of Attorney with C&J Financial, LLC to execute an advance loan and assign the entirety of the proceeds of the decedent's life insurance policy, which was \$19,000, to Respondent.

8. On March 10, 2015, C&J Financial, LLC issued to Respondent an advance on the insurance policy in the amount of \$18,243.80, as \$756.20 of the total proceeds had been deducted as a processing fee.
9. On March 11, 2015, Mary Watson, the decedent's sister, and Mr. Matthews entered an agreement with Lincoln Memorial Cemetery for the internment of the decedent. Lincoln Memorial Cemetery charged the family \$2,332 for its services. Respondent issued a check, #2663, to Lincoln Memorial Cemetery in the amount of \$2,332 to cover the cost of the services.
10. On March 13, 2015, the funeral was held and the decedent was buried at Lincoln Memorial Cemetery.
11. On March 16, 2015, Respondent's check, #2663, to Lincoln Memorial Cemetery was rejected and returned by its bank for insufficient funds.
12. By letter dated April 7, 2015, Respondent was notified by Lincoln Memorial Cemetery that its check had bounced.
13. Sometime in late May of 2015, the Mr. Matthews' sister, Shaunette McCoy, contacted Jamelle Royster to ask about the status of her brother's refund. Ms. Royster stated that the funds could not be disbursed unless Ms. McCoy submitted a release to C&J Financial, LLC, given that her birth certificate indicated that she was not a biological child of the decedent. However, when Ms. McCoy contacted C&J Financial, LLC, she was informed that the funds had already been disbursed to the Respondent in March, and that its file concerning the matter had been closed. When Ms. Royster was confronted with this information, she indicated that she would issue a check to Mr. Matthews.
14. On June 9, 2015, Mr. Matthews received a check, #1012, from the Respondent, dated June 2, 2016, in the amount of \$9,162, which was \$428.80 short of the amount due as specified in the contract.



15. On June 10, 2015, Mr. Matthews attempted to open an account and deposit the check at TD Bank. However, the bank manager advised Mr. Matthews that the check could not be cashed, as Respondent did not have sufficient funds in its account to cover the amount of the check.

16. On June 10, 2015, after his failed attempt to collect on the check, Mr. Matthews reported the incident to Officer Thomas Stein, Detective in the Financial Cyber Crimes Unit of the Metropolitan Police Department.

17. On June 11, 2015, Detective Stein contacted Ms. Royster who claimed that she had multiple accounts and that money would be transferred in the account to cover the check. However, on the same day, Detective Stein also contacted TD Bank, and was informed by the bank manager Ms. Royster's claim was false, and that Respondent did not have sufficient funds on deposit to cover the check.

18. By letter date July 20, 2015, Ms. Watson was notified that Respondent's check, #2663, for the interment fees was returned for insufficient funds. Ms. Watson was also informed, that as the signatory of the agreement with Lincoln Memorial Cemetery, she was responsible the outstanding debt of \$2,332.

19. On August 19, 2015, the Matthews family submitted its complaint concerning the matter to the Board.

20. On or about October 2, 2015, the Board submitted the matter for investigation, and the case was referred to George Batista and Asia Dumas, DCRA Investigators.

21. On November 2, 2015, Investigators Batista and Dumas interviewed Jamelle Royster concerning the complaint. During the interview, Ms. Royster falsely claimed that the balance due to Lincoln Memorial Cemetery on behalf of the Matthews family had been paid by the Respondent, using its business credit card, the week before the interview.

22. On November 13, 2015, Mr. Matthews opened an account and attempted to deposit the check, #1012, at SunTrust Bank.

23. On November 18, 2015, the check was rejected and returned by SunTrust for insufficient funds.
24. On November 20, 2015, Mr. Matthews was notified by SunTrust Bank, Fraud Risk Management, that his new account had been closed.
25. On or about January 14, 2016, DCRA completed its investigation of the matter, and Investigator Dumas and Batista submitted their report of findings.
26. To date, Lincoln Memorial Cemetery has not been paid by Respondent.
27. To date, Respondent has not remitted the remainder of the insurance proceeds to Mr. Matthews.

#### Conclusions of Law

The Order charged Respondent with the following violations of D.C. Official Code §47-2853.17(a), which establishes grounds for the imposition of disciplinary action by the Board against any licensee who:

(13) Willfully practices an occupation or profession with an unauthorized person or aids an unauthorized person in the practice of an occupation or profession; and

(14) Submits false statements to collect fees for which services have not been provided or submits statements to collect fees for services which were not authorized and were not necessary.

Additionally, violations of the following regulations are cited, which charge that the Respondent:

17 DCMR §3013.2(g) - Engaged in misrepresentation or fraud in the conduct of the business of a funeral services establishment, as a funeral director, or as an apprentice funeral director;

17 DCMR §3013.2(i) Charged in excess of actual out-of-pocket expenditures paid by the funeral services establishment for cash advances and other expenditures, excluding a reasonable charge not exceeding the District's legal interest rate per annum on the unpaid balance not repaid within thirty (30) days;

17 DCMR §3013.2 (j) Committed gross negligence in the practice of funeral directing;

17 DCMR §3013.2 (l) Acted in a manner inconsistent with the health, welfare, or safety of the public, including, but not limited to, the following:

(1) Permitting anyone other than a licensed funeral director to make arrangements, other than the receipt of preliminary information by telephone, on his or her behalf, or on behalf of any other funeral director or funeral services establishment, with a customer or customer's designee, which arrangements involve the performance of the practice of funeral directing, the sale or rental of funeral goods or services, or the offer, sale, or negotiation of a preneed contract;

(2) Exercising undue influence on a customer or misleading a customer;

(8) Charging in excess of the amount advanced, paid, or owed to third parties on behalf of the customer, or failing to passing along to the customer any discount, rebate, or other benefit received from third parties for any items of service or merchandise described as cash advances, including, but not limited to, the following:

(A) Cemetery or crematory charges;

- (B) Clergy honoraria;
- (C) Death certificate transcripts;
- (D) Escorts;
- (22) Charging for funeral goods or services that were not specified in the contract and which are not required by law; and
- (24) Failing to provide funeral goods or services specified in the contract.

The Board finds that DCRA has proved by the preponderance of the evidence that Respondent violated each of the provisions of the statute and the regulations cited, with the exception of 17 DCMR §3013.2 (1)(8)(B), (C), and (D), as the government presented no evidence that Respondent overcharged Mr. Matthews for clergy honoraria, death certificates, or escorts.

Respondent, through Jamelle Royster, was repeatedly dishonest with Mr. Matthews and his other family members. Ms. Royster lied about when he would get his refund, issued fraudulent checks to both Mr. Matthews and Lincoln Memorial Cemetery, and falsely claimed that Respondent had the funds on deposit to cover the check. Then, she lied to the government's investigators when asked about the status of the payment to Lincoln Memorial Cemetery.

Ms. Royster calls herself the Chief Operating Officer of the funeral services establishment, but the credible testimony of Mr. Matthews proved that Ms. Royster assumed an active role in making the funeral arrangements with the family. Ms. Royster's contact with the family extended well beyond the limit established by 17 DCMR §3013.2 (1)(1), which only permits an unlicensed person to receive "preliminary information by telephone."

Further, Respondent clearly overcharged Mr. Matthews for the services of Lincoln Memorial Cemetery, and since the cemetery was never paid by Respondent, as specified in the contract, Respondent clearly failed to uphold its end of the deal.

Additionally, Respondent issued a check which was \$428.80 short of the amount due in the contract. Regardless of the fact that it was a bad check, Respondent provided no explanation to Respondent as to why this amount would be retained by the funeral home and no such charge was included on the contract.

Finally, it is clear from the record in this matter that Respondent has misappropriated \$9,590.80 in funds belonging to Mr. Matthews, overcharged Mr. Matthews by \$126 for cemetery expenses, and then stuck Mr. Matthews with the bill for the cemetery's services that Respondent should have paid.

Thus, in accordance with D.C. Official Code § 47-2844.01, and because it is clear that Respondent did violate the laws and regulations governing the practice of funeral directing, and the nature of the violations are so egregious that Respondent's actions have caused and could cause immediate and irreparable harm to the public, the order issued by the Board demanding that Respondent cease and desist from its unlawful operations as a funeral services establishment in the District shall be final.

### **ORDER**

Accordingly, based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby **ORDERED**, that the **Order to Cease and Desist** concerning Austin Royster Funeral Home, Inc., dated March 14, 2016, is **AFFIRMED**; it is further

**ORDERED**, that Respondent is, hereby, barred from accepting any assignment of insurance proceeds, or holding any amount of funds, on behalf of a consumer, which exceeds the total price of the funeral services specified in any contract between the Respondent and the consumer;

**ORDERED**, that Respondent is, hereby, barred from accepting payments from consumers which are due to third parties on behalf of the consumer. Third party service providers must be paid directly by the consumer; and

**ORDERED**, that Respondent shall bar Jamelle Royster, or any other unlicensed employee, from having any direct contact with consumers in the conduct of its operations which constitute the practice of funeral directing as defined by District law and regulation.

So **ORDERED**

DISTRICT OF COLUMBIA  
BOARD OF FUNERAL DIRECTORS

  
\_\_\_\_\_  
Lynn Armstrong Patterson  
Chairperson

6.2.2016  
\_\_\_\_\_  
Date

CERTIFICATE OF SERVICE

By First Class & Certified Mail:

Austin Royster Funeral Home, Inc.  
502 Kennedy Street, NW  
Washington, D.C. 20011

By Email & First Class Mail:

Frederick D. Cooke, Jr.  
Rubin, Winston, Diercks, Harris & Cooke,  
LLP  
1201 Connecticut Ave, NW, Ste 200  
Washington, D.C. 20036  
Email: [fcooke@rwdhc.com](mailto:fcooke@rwdhc.com)

By Email & Hand Delivery:

Charles Thomas  
General Counsel  
Department of Consumer and  
Regulatory Affairs  
1100 4th Street, SW, 5<sup>th</sup> Floor  
Washington, D.C. 20024  
Attn: Runako Allsopp,  
Assistant General Counsel  
Email: [Runako.Allsopp@dc.gov](mailto:Runako.Allsopp@dc.gov)

I hereby certify that on June 3, 2016, this document was caused to be served upon the parties named on this page at the addresses listed by means stated.

  
\_\_\_\_\_  
S. J. Brown, Board Administrator

## **APPEAL RIGHTS**

Pursuant to D.C. Official Code § 47-2853.23 (2012 Repl.) and D.C. Official Code § 2-510 (2012 Repl.), any person aggrieved by this Order may obtain judicial review by filing an original and six copies of a petition for review with the District of Columbia Court of Appeals at the following address:

Clerk  
District of Columbia Court of Appeals  
H. Carl Moultrie I Courthouse  
500 Indiana Avenue, NW  
Sixth Floor  
Washington, D.C. 20001  
202-879-2700

The petition for review and required copies can be mailed or delivered in person to the Court of Appeals, and must be received by the Clerk of Appeals within 35 days of the mailing date of this Order. Information on petitions for judicial review to the Court of Appeals may be found in Title III of the Rules of the District of Columbia Court of Appeals.



# EXHIBIT 5

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and among the District of Columbia, District of Columbia Board of Funeral Directors ("Board") and Austin Royster Funeral Home. This Agreement shall become effective on the date that this Agreement has been fully executed by both parties.

On April 4, 2016 the Board issued a Notice to Revoke Funeral Home Establishment License ("Notice") to Respondent, Austin Royster Funeral Home for allegedly violating D.C. Code §§ 47-2853.17(a)(13) and (14), which prohibit a licensee from facilitating or aiding an unauthorized person in the practice of funeral directing, and from submitting false statements to collect fees for which services have not been provided or submitting statements to collect fees for services which were not authorized and were not necessary. Respondent appealed the Notice in Office of Administrative Hearing Case No. 2016-DCRA-00061. The parties hereby agree to the following terms in settlement of the OAH Case No. 2016-DCRA-00061.

TERMS OF THE SETTLEMENT AGREEMENT


1. Austin Royster Funeral Home agrees to pay a fine of \$12,000.00 within 45 days of the effective date of this Agreement. The fine shall be remitted in the form of a certified check or money order made payable to the District of Columbia Treasurer.

2. Upon its failure to pay the fine in accordance with this Agreement, the license of Austin Royster Funeral Home, License No. FHE40000555, shall be automatically suspended. This suspension shall remain in effect until such time as the fine is paid, in full.
3. Compliance with the terms of this Agreement constitutes an accord and satisfaction of the parties' dispute concerning the Notice in this matter.
4. The Board agrees to dismiss with prejudice Case Number 2016-DCRA-00061 and not pursue said claims hereunder. Nothing herein shall preclude the Board from initiating new enforcement actions relative to operations that violate District laws or regulations.
5. This Agreement represents the compromise of a disputed claim and nothing herein shall be deemed to constitute an admission on the part of Respondent as to any fact or circumstance alleged in the aforesaid Notice.
6. Nevertheless, Respondent will seek to diligently and in good faith comply with all D.C. laws and regulations regarding its practice as a funeral home establishment.
7. This Agreement represents the entire agreement between the parties and shall be interpreted in accordance with the laws of the District of Columbia.

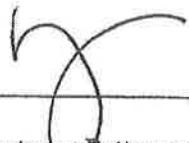
8. This Agreement in no way absolves the Respondent from liability related to any matters that are not specified herein.

WHEREFORE, the parties, by and through their duly authorized representatives, have executed this Settlement Agreement on the date following their respective signatures.

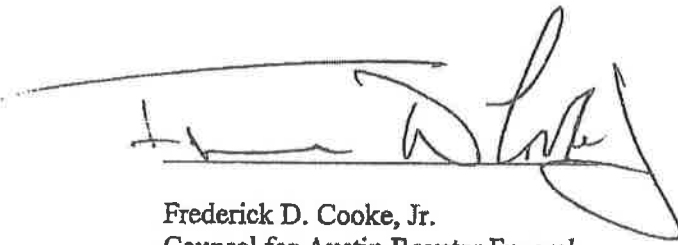
Date: March 6, 2017

  
\_\_\_\_\_  
Runako Allsopp  
Assistant General Counsel, DCRA

Date: March 9, 2017

  
\_\_\_\_\_  
Lynn Armstrong Patterson, Chairperson  
D.C. Board of Funeral Directors

Date: 7 March 2017

  
\_\_\_\_\_  
Frederick D. Cooke, Jr.  
Counsel for Austin Royster Funeral  
Home

# EXHIBIT 6

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

---

DISTRICT OF COLUMBIA,

Plaintiff,

v.

AUSTIN ROYSTER FUNERAL HOME INC.,  
*et al.*

Defendants.

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**DECLARATION OF DARLENE THOMAS**

I, Darlene Thomas, hereby declare and state the following:

1. I reside at 5620 Foote Street N.E., Washington, DC
2. I am the daughter of the late Dorothy Elizabeth Thomas that resided at 5043 Benning Road S.E., Washington, D.C.
3. On September 20, 2017, I received call from the nursing aide caring for my mother that my mother had passed away at her residence in Washington, D.C. I was informed by the local police department that I needed to contact a funeral home in order to have my mother's body removed from the home.
4. Immediately following my discussion with the local police, I telephoned Austin Royster Funeral Home, Inc. ("Austin Royster") as they had performed the funeral arrangements both my sister and father in the past, and I was happy with their services. I spoke with Jamelle Royster and agreed to have Austin Royster pick up my father's remains.
5. On September 21, 2017, I made funeral arrangements at Austin Royster at their location at 502 Kennedy Street N.W., Washington, DC 20011. My initial contact during my visit to Austin Royster was with James O. Agee who identified himself as the Funeral Director and who made all of the arrangements regarding my mother's funeral service. However,

Jamelle Royster has been the only person with whom I have had contact at Austin Royster since the burial service. Set forth at Attachment A hereto is the Statement of Funeral Goods and Services stating that Austin Royster's total fee for the services to be provided was \$5,000.00. See Attachment B

6. My family assumed that Austin Royster was a licensed funeral home. At no point did Jamelle Royster or anyone else inform our family that Austin Royster was not licensed to perform funeral services in the District of Columbia.
7. Funeral services for my mother were held on September 26, 2017 at Redeeming Love Outreach Center followed by a burial at Resurrection Cemetery.
8. On October 5, 2017, I telephoned Jamelle Royster to inquire as to the status of my mother's death certificate. She informed me that it would be ready in another week.
9. I telephoned Jamelle Royster again on October 13, 2017. She told me that the death certificate was still not available because the District of Columbia recently converted to a new electronic system and that there was a back log. She told me that my mother's death certificate should be available within the next week.
10. For the next two weeks, I telephoned Jamelle Royster numerous times only to be told by Ms. Royster that D.C. vital records was still processing my mother's death certificate.
11. On October 27, 2017, I contacted Jamelle Royster again to inquire about the status of my mother's death certificate. She told me that that I would have it on Monday.
12. To my surprise, I received a text message later on October 27, 2017 from Jamelle Royster stating that she was having chest pains and that she was going to the hospital to get checked out.
13. On October 30, 2017, I called and texted Jamelle Royster before driving to the funeral home to pick up the death certificate as she had promised during our call on October

27th. At that time, Jamelle Royster stated that she had the death certificate copies with her but they were in her car. Later, I received a response from a man identifying himself as Jamelle Royster's husband stating that she was being admitted to the hospital for tests and that she would reach out to me once she was released.

14. On October 31, 2017, I did not hear from Jamelle Royster or her husband. I was becoming very frustrated and yet suspicious due to the many excuses that I had been receiving from Jamelle Royster, so I decided to save the text communications between us. I sent Ms. Royster a text message to tell her that I was going to personally go to vital records and get my own copies and that Austin Royster could reimburse me. See Attachment B. The man who identified himself as Jamelle Royster's husband responded to my text message and stated that the District of Columbia's new EDRS system does not allow copies to be picked up unless first generated by the funeral home. See Attachment C. He added that Jamelle may be let go that afternoon after they performed an EKG and that she will update me as soon as she returns from testing. See Attachment D.
15. On November 1, 2017, a man who identified himself as Jamelle Royster's husband texted me and said that they asked the Funeral Director do another request for the death certificate. See Attachment E. Tired of all the excuses, I visited the District of Columbia vital records office personally on November 1, 2017. At that time, a supervisor in the vital records office told that there was no record on file for my mother. I immediately texted Jamelle Royster, telling her about my findings. See Attachment F. I immediately received a text from Ms. Royster with a lengthy message stating that an electronic copy had not been submitted by the doctor. See Attachment G.
16. On November 2, 2017 Jamelle Royster sent me a text message saying that the D.C. vital records office was going to take the paper copy and that she would have it dropped off by



11:30 in the morning. See Attachment H.

17. November 6, 2017, I again inquired by telephone as to the status of the death certificate.

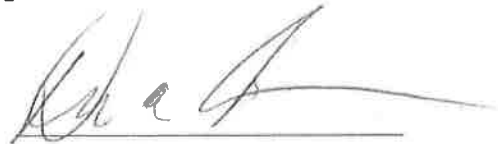
At that time, Jamelle Royster stated that since the doctor signed in the wrong place and crossed out the mistake, they would have to redo the application for the death certificate.

She attached a copy of the application to show me where the mistake was. See Attachment I.

18. On November 13, 2017 I sent a text message to Jamelle Royster asking for an update, and she responded that she was still waiting for them to call us. See Attachment J.

19. To date, I have only received several lies and excuses as to why I have not received my mother's death certificate.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'Darlene Thomas', written over a horizontal line.

Darlene Thomas

Dated: November 19, 2017

# ATTACHMENT A

RECEIVED  
 DATE OF DEATH:                      DATE OF STATEMENT:                     

**STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**  
 Changes selected for these items are shown above. If we are returned to you by a family or executor, we will represent the deceased in writing as above.

**C. SPECIAL CHARGES**  
 Following amounts to

Additional reference from  
 Immediate burial  
 Direct cremation  
**TOTAL OF SPECIAL CHARGES (C)** \$                     

**D. CASH ADVANCES**  
 Certified Copies of Death Certificate  
2 @ \$ 18 each  
 Clergy 1 @ 150.00  
 Musician 1 @               
 Newspaper Notices  
 Cemetery

**TOTAL OF CASH ADVANCES (D)** \$ 196.00  
 We charge you for our services in obtaining (specify cash advances here)

**SUMMARY**

Total Funeral Home Charges (A+B+C) \$ 2100.00  
 State Tax (if applicable) \$               
 Total Cash Advances (D) \$ 196.00  
**COMPLETE TOTAL** \$ 2296.00  
 PAYMENT RECEIVED FROM                      \$ 500.00

**BALANCE DUE** \$ 1796.00

**DISCLOSURES**  
 Payment for merchandise selected for these items is shown above. If we are returned to you by a family or executor, we will represent the deceased in writing as above.

Reason for merchandise selected  
 If multiple quantities of merchandise are selected, the price shown is for one unit only. Additional merchandise selected, if any, will be priced at the same rate as the merchandise selected.

**ACKNOWLEDGEMENT AND AGREEMENT**  
 I hereby authorize the funeral home to perform services, furnish goods and merchandise charges as shown on this statement, to be paid for by me or my estate. I understand the funeral home's policy of not refunding a balance if a balance is shown on this statement. I understand the funeral home's policy of not refunding a balance if a balance is shown on this statement.

**TERMS**  
 Full payment is due on delivery. If any payment is not paid when due, late charges will be assessed at the rate of              per month. Payment in advance is not required. Payment in advance is not required.

Signature:                       
 Social Security No.                       
 Address:                       
 City/State:                       
 Zip:                       
 Co-Signed:                       
 Co-Signed:                       
**AGREEMENT** The funeral establishment agrees to provide the merchandise and services selected on this statement.

**ADDITIONAL MERCHANDISE ORDERED LATER**

By:                       
 Signature:                       
 Telephone:                     

Funeral Home Name:                       
 Address:                       
 City/State:                       
 Zip:                     

Funeral Home Name:                       
 Address:                       
 City/State:                       
 Zip:                     

Funeral Home Name:                       
 Address:                       
 City/State:                       
 Zip:                     

Funeral Home Name:                       
 Address:                       
 City/State:                       
 Zip:

# ATTACHMENT B

Tuesday, October 31, 2017

10:13 AM

Good Morning I'll be there at 11am this morning

10:47 AM

R u out yet?

10:56 AM

Good Morning I can no longer wait. Im hoing downtown to get a copy. You can reimburse me for the copy because I was unable to get it from u. Thanks and I'll get it from u when u r available.



This is Jamelle's husband. I saw phone ringing and she asked me to text you back. She expected leave yesterday but her heart rate was elevated. They just took her back to do and EKG again and if it looks good they mavbe

# ATTACHMENT C

OCT 31, 2017

ATTACHMENT C



New edrs system does not allow copies to be picked up unless genera

ted y the Funeral Home in the system first. She feels horrible bec

10:59 AM

Ok. I hope she feels better. Can u read to her my previous text. Thanks

10:59 AM



ause it's your copy and a few others. She said she will have me go

past the house this evening and bring her folders to her so I can b

y anything that needs to be dropped off

10:59 AM

11:00 AM

Ok. Thanks

ATTACHMENT D



(No subject)

10:57 AM Oct 31, 2017

This is Jamelle's husband. I saw phone ringing and she asked me to text you back. She expected leave yesterday but her heart rate was elevated. They just took her back to do and EKG again and if it looks good they maybe letting her go this afternoon.

She would've text you earlier but the phone died overnight and I just brought her charger

She will update you when she's back from testing

So sorry for any inconvenience

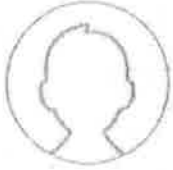
# ATTACHMENT E

Wednesday, November 1, 2017

ATTACHMENT E

Good Morning update please  
and thanks

10:11 AM



Good morning this is  
Jamelle's husband again. She  
had to undergo a

procedure but I went to the  
house last night and didn't  
see the fol

der she spoke of. I have  
emailed the funeral director  
and asked him

10:14 AM



to do another request in the  
system for the certificates.  
I'm awai

ting his response

10:15 AM

10:24 AM

Ok. Will she be o.k.?

# ATTACHMENT F

NOV 1 2017



Yes she has a history of heart problems but she's tough so she will

ATTACHMENT F

be ok. She just needs to slow down a bit and take care of herself

10:27 AM

I'm with u on that. Thanks I thought this was out of the blue. She's a tough cookie. Thanks again. I'll check in later this week. Thanks again

10:29 AM



Thank you

Thank you

10:31 AM

Mr. Jamelle husband I just left from dc vital records to get my mom's death certificate and they stated that the death certificate wasn't filed by the funeral

# ATTACHMENT G

(No subject)

ATTACHMENT G

12:46 PM Nov 1, 2017

I took some medicine so in case I don't answer and my husband has left for work I wanted to give some clarity. When my husband emailed my director to request another copy of the certificate be submitted, He said that there was a note on the file to that only hard copy had been submitted and electronic copy needed to be done. As of October 1, 2017 all copies must be submitted from the doctors office electronically. If you recall we struggled to get your mom's doctor to sign a hard copy so that we could take her to cemetery and an interim doctor ended up signing. After we submit the hard copy, the doctors office is supposed to submit an electronic copy that is esigned to vital records. Apparently that has not been done so when my courier went down the message I received was that the certificate had been filed but he didn't tell us or didn't realize that he didn't get

(No subject)

12:46 PM Nov 1, 2017

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October 1, 2017 all copies must be submitted from the doctors office electronically. If you recall we struggled to get your mom's doctor to sign a hard copy so that we could take her to cemetery and an interim doctor ended up signing. After we submit the hard copy, the doctors office is supposed to submit an electronic copy that is esigned to vital records. Apparently that has not been done so when my courier went down the message I received was that the certificate had been filed but he didn't tell us or didn't realize that he didn't get copies on your case because yeh electronic copy hadn't been filed by the doctors office.

In usual circumstances the hospital would generate it, but Since she passed at home and we were trying to get the documents for burial we generated a hard copy for the doc to sign and they were supposed to then inuit the



# ATTACHMENT H

NOV 2 2017

ATTACHMENT H

Hello hi r u today. I needed an update

3:26 PM



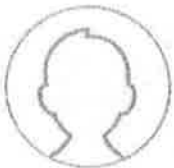
I'm feeling better. Talked to vital records. They're gonna take pap

er copy. I'm having it dropped in the morning by 11:30

3:27 PM

Ty. Appreciate that. R u home yet

3:28 PM



Hopefully tomorrow morning

3:29 PM

Great. Im glad u r feeling better

3:31 PM

I'll text you on monday



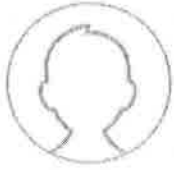
Thank you

Sounds good

3:31 PM

# ATTACHMENT I

NOV 6 2017  
ATTACHMENT I



GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH  
EPIDEMIOLOGICAL SURVEILLANCE

REPORT OF DISEASE

REPORTING OFFICER: **Dr. Emmanuel Mbuwalungu**  
ADDRESS: **106 Irving St. NW**  
CITY: **Washington, DC**

PATIENT NAME: **Dr. Emmanuel Mbuwalungu**  
ADDRESS: **106 Irving St. NW**  
CITY: **Washington, DC**

DATE OF ONSET: **10/26/17**

DIAGNOSIS: **Acute Myocardial Infarction**  
**Alcoholic Cardiomyopathy**

ICD-9 CODE: **410.91**

REPORTING OFFICER SIGNATURE: *Emmanuel Mbuwalungu*  
DATE: **11/06/17**

PHYSICIAN SIGNATURE: *Emmanuel Mbuwalungu*  
DATE: **11/06/17**

DR SCRATCHED OUT  
ON P.C

MMS  
3:33 PM

202) 291-1645

Dr. Emmanuel

Mbuwalungu

106 Irving St. NW

# ATTACHMENT J

Monday, November 13, 2017 ATTACHMENT J

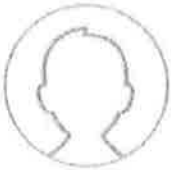
Good Morning update please  
and thanks

10:07 AM



Be there in 10

11:47 AM



update me on the status of  
your certificate:

No call back Thursday,

everyone off Friday and  
placed a called this am

Sorry wrong person...

I'm still waiting for them to  
call me and u

11:48 AM

Can u stay on top please  
irgen

12:19 PM

Urgent. Sorry lol

# EXHIBIT 7

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
Civil Division**

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DISTRICT OF COLUMBIA,

Plaintiff,

v.

AUSTIN ROYSTER FUNERAL HOME INC.,  
*et al.*

Defendants.

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**THE DECLARATION OF CHANGUS HAYES**

I, Changus Hayes, hereby declare and state the following:

1. I reside at 11571 Ayala Road, Jacksonville, FL 32258.
2. I am the son of the late Levolia Hayes Jr.
3. Levolia Hayes Jr. resided in Hyattsville, MD prior to passing away on April 17, 2017.
4. Funeral arrangements were made on April 18, 2017 between my brother, Terrell Hayes, and Austin Royster Funeral Home, Inc. ("Austin Royster") located at 502 Kennedy Street N.W., Washington, DC 20011. Set forth at Attachment A hereto is the Statement of Funeral Goods and Services that my brother entered into with Austin Royster stating that Austin Royster's total fee for the services to be provided was \$5,767.00.
5. My principal contact at Austin Royster has at all times been Jamelle Royster, who made all of the arrangements with our family. On November 7, 2017, Jamelle Royster informed me that Austin Royster had licensing problems with the District of Columbia government and that she could not release any funds to me until this matter was resolved. Until that time, my family assumed that Austin Royster was a licensed funeral home and that Jamelle Royster was a licensed funeral professional. At no point prior to November 7, 2017, did Jamelle Royster or anyone else inform our family that Austin Royster was



not authorized to perform funeral services in the District of Columbia or that Jamelle Royster did not hold a license as a funeral professional.

6. Funeral services for my father were held on April 24, 2017 at Viers Baptist Church.
7. I was the sole beneficiary of a \$53,000.00 life insurance policy with Met Life Insurance Company that had been provided to my father by his former employer prior to his death.
8. At some point after my brother signed the Statement of Funeral Goods and Services with Austin Royster, Jamelle Royster found out that I was the sole beneficiary of this life insurance policy and asked me if I would make an assignment of the policy to Austin Royster. I agreed to this assignment based on Jamelle Royster's representations to me that part of the insurance proceeds would cover Austin Royster's charges for the funeral services and that Austin Royster would refund to me the rest of the insurance funds.
9. On July 23, 2017, a representative of Met Life informed me during a telephone call that Met Life had sent Austin Royster Funeral the full insurance proceeds of \$53,000.00.
10. After Austin Royster received the insurance proceeds, Jamelle Royster assured me that a refund check for the balance in the amount of approximately \$47,000.00 would be forthcoming in a couple weeks.
11. When I did not receive this refund check, I made several telephone calls to Jamelle Royster throughout August and September of 2017 inquiring about the status of the refund check only to receive several excuses as to why the check was not issued.
12. Having still not received the check from Austin Royster, my wife and I drove to Washington, D.C. from our home in Florida during the last week of September 2017 to receive the balance of the insurance proceeds from Austin Royster. On September 27, 2017, Jamelle Royster gave me check # 180 in the amount of \$47,243.00 made payable to me. This check was signed by a JR Conly, who I understood to be Jamelle Royster. That

same day, I deposited this check into my account at BB&T Bank.

13. On September 29, 2017, I received a notice from BB&T Bank that check # 180 was being returned for the reason of "not sufficient funds." A copy of the returned check is attached hereto as Attachment B.
14. Throughout October 2017, I made additional calls and sent text messages to Jamelle Royster in regards to the refund check but only to receive more excuses. Set forth at Attachment C hereto are copies of some of the text messages I exchanged with Jamelle Royster regarding the refund check. As they show, Ms. Royster told me that she was waiting for business checks to come in the mail. At one point, she told me that she needed to get a W-9 form signed because the amount being paid to me is above \$600. However, I understood that a W-9 form is not required by the IRS in situations like this, where Austin Royster was simply turning over to me the balance of the insurance proceeds from Met Life.
15. During the first week of November 2017, my wife and I again drove to Washington, D.C. from our home in Florida to attempt to receive the funds that Jamelle Royster had promised to us. Ms. Royster instructed me to meet her at a Bank of America branch in Bowie, Maryland on November 2, 2017, where she would provide me with a certified check for the funds owed to me. However, the bank was closed when Jamelle Royster finally arrived, and I consequently received no certified check from her.
16. When we met at the bank, I complained that we had now travelled to Washington, D.C. twice to receive these funds and had incurred travel expenses without receiving the promised funds. Jamelle Royster gave me a check for \$285 to cover our travel expenses. At our request, she also delivered a hand written note to me, a copy of which is set forth at Attachment D hereto. In the note, she acknowledged that Austin Royster owed me

\$47,000 and that a cashier's check would be given to me on November 7, 2017.

17. To date, Austin Royster has still not refunded the \$47,243.00 that Jamelle Royster promised to pay.

I declare under penalty of perjury that the foregoing is true and correct.

  
Changis Hayes

Dated: November 17, 2017

# ATTACHMENT A

**AUSTIN ROYSTER FUNERAL HOME**  
 500 Kennedy Street, N.W.  
 Washington, DC 20011  
 202-628-9787 • 202-722-1307 FAX  
 www.austinroyster.com

DeVonia Hayes Jr.  
 4/18/2017

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Change of price for those items that you selected or that are required by law or by a cemetery or crematory to use any items, we will advise you in writing below.

A. CHARGE FOR SERVICES SELECTED	
Funeral Service	Inc
Services of Funeral Director & Staff	Inc
Preparation of Body	Inc
Transportation & Staff	Inc
Use of Facilities & Staff for Viewing/Visitation	Inc
Use of Facilities & Staff for Funeral Ceremony	Inc
Use of Facilities & Staff for Memorial Service	Inc
Use of Facilities & Staff for Graveside Service	Inc
Use of Facilities & Staff for Church Service	Inc
Transportation	Inc
Transfer of Remains to Funeral Home	Inc
Hearse	Inc
Limousine	Inc
Seal	Inc
Service / Utility Vehicle	Inc
Other Services/Facilities/Equipment	
TOTAL OF SERVICES SELECTED (A)	\$ 3000.00

B. CHARGE FOR MERCHANDISE SELECTED	
Casket (or other container)	900.00
Name(s)	Winston
Material	20 gauge non-sticker
Color	Black
Outer Burial Container	
Interior	
Urn	
Memorial Cards	25.00
Register Book	25.00
Embalming Folders / Prayer Cards	
Embalming Urn	
Other	
TOTAL OF MERCHANDISE SELECTED (B)	\$ 950.00

C. SPECIAL CHARGES	
Forwarding remains to	
Residence (contains item)	
Funeral Home	
Direct cremation	
TOTAL OF SPECIAL CHARGES (C)	\$

D. CASH ADVANCES	
Original Copies of Death Certificate	
4 @ \$ 20 each	80.00
Standing sprays	175.00
475.00	
100 programs (bifold)	225.00
Newspaper Notices	
Cemetery	
TOTAL OF CASH ADVANCES (D)	\$ 955.00

We charge you for our services in obtaining (specify cash advance items)

SUMMARY	
Total Funeral Home Charges (A+B+C)	\$ 3950.00
Sales Tax, if applicable	\$ 40.00
Total Cash Advances (D)	\$ 955.00
COMPLETE TOTAL	\$ 4954.00
PAYMENT RECEIVED FROM	
BALANCE DUE	\$ 4954.00

100 Processing Fee + additional cash for cemetery = \$308 + \$500 = \$808

TOTAL 4954 + \$808 = 5762

DISCLOSURES

ACKNOWLEDGEMENT AND AGREEMENT

TERMS

Full payment is due upon interment.

Failure to pay on time will result in an uncontracted LATE CHARGE of \$50 per day (not cash when due).

ANNUAL PERCENTAGE RATE

on the unpaid balance will be due. We have read (or been read) the above, accept and agree to the terms and hereby and severally promise to make full and prompt payment of the above indebtedness.

Signed: *[Signature]*

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Co-Signed: \_\_\_\_\_

Co-Signed: \_\_\_\_\_

ACCEPTANCE: This funeral establishment agrees to provide all services, merchandise and cash advances included on this statement.

By: *[Signature]*

ADDITIONAL ITEMS ORDERED LATER

# ATTACHMENT B

Please visit your financial center or call

800-226-3228

800-226-3228

SEQ # 099000143

ITEM AMOUNT 47,243.00

1 Item(s) charged totaling \$47,243.00  
1 Item(s) charged a fee totaling \$12.00

\*053101121\*  
09/27/17  
2104063061

THIS IS A LEGAL COPY  
USE IT. CHECK YOU CAN  
USE IT. IN SOME WAY  
YOU WOULD USE THE  
ORIGINAL CHECK.

RETURN REASON - A  
NOT SUFFICIENT  
FUNDS

NSF

2102/22/60 0121006501  
19990607200000

Aladdin Royalty Fulment Home  
502 Kennedy Street NW  
Washington, DC 20011  
202-822-9767

PAY  
TO THE  
ORDER OF

Changke Hayes  
To My Sister Thousand Two Hundred Forty Three

Bank of America

MEMO Remob. (Kerstin Hayes)

⑆052001633⑆ 446038139⑆25⑆ 0180

180

DATE 09/27/17

\$ 47,243.00

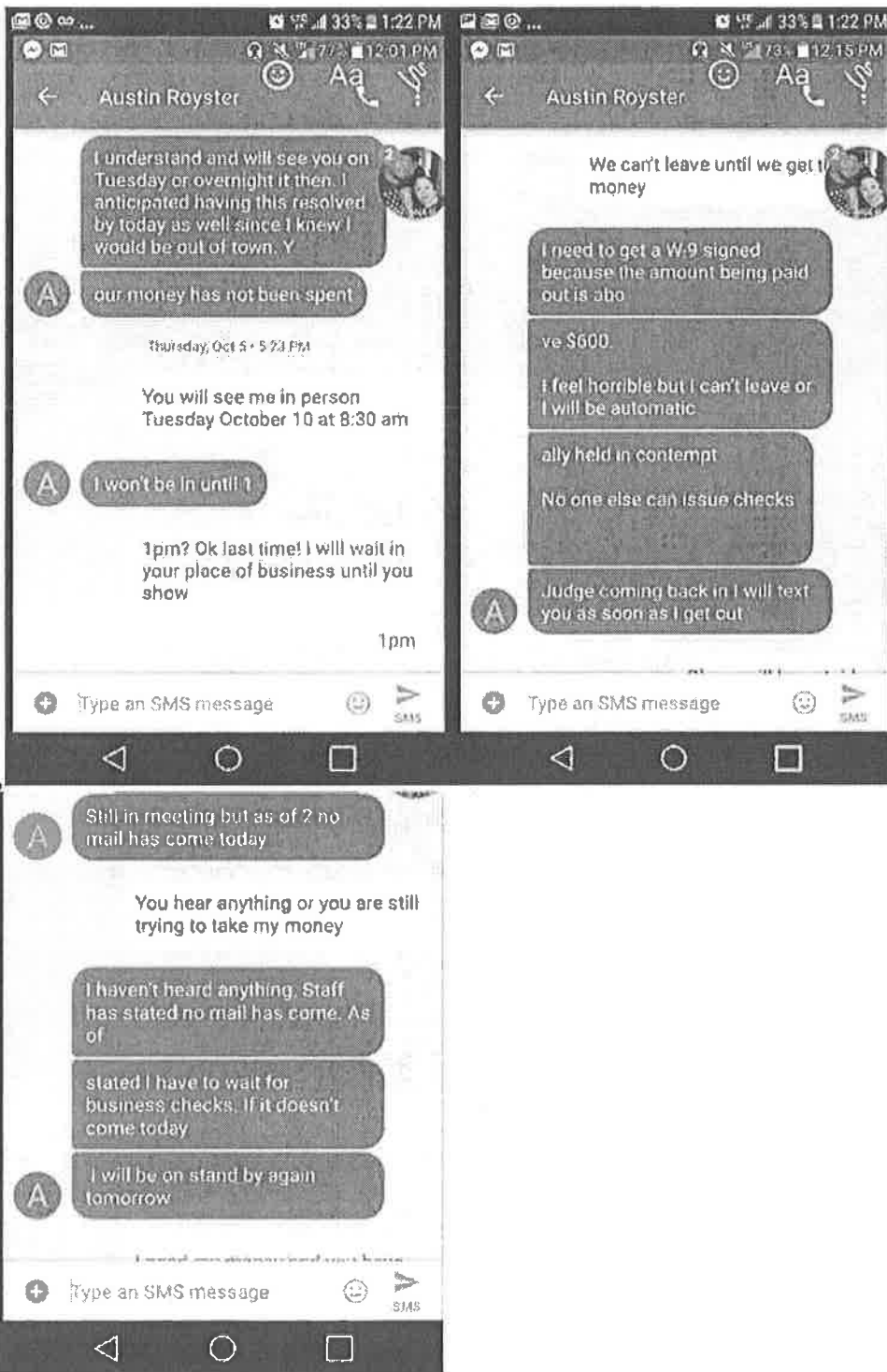
J. Hayes

⑆052001633⑆ 446038139⑆25⑆ 0180

⑆00042430⑆

# ATTACHMENT C





Here are a couple of texts messages. These are just some of the excuses and lies she told us to hold off paying the money even further. My husband is at work these are a few i have saved.

Sent from my Samsung Galaxy smartphone.

----- Original message -----  
From: "Batista, George (DCRA)" <[george.batista@dc.gov](mailto:george.batista@dc.gov)>  
Date: 11/15/17 11:50 AM (GMT-05:00)

I said it was banking holiday.  
You asked it to be mailed so i  
has

A

no reason to be in office. I will  
see you Tuesday with check

You promised today would be  
the day

I have to wait on the checks and  
don't control the mail. I had been

on stand by all day and was  
told last 5-7 business days so I  
thoug

ht it would be today

I understand your frustration  
and don't want to go back and

I understand your frustration and don't want to go back and forth w

e can meet Tuesday or you can have your attorney contact me if you

A

like so I can explain circumstances

Monday is not a holiday

I'm in my meeting and I prefer we talk in writing. Monday is a bank

ing and government holiday

AT&T LTE 3:50 PM 100%

columbus day 2017



Google

# ATTACHMENT D

11/2/17  
I acknowledge that I have  
given Charles Hayes \$285  
not in lieu of the \$47,000  
owed to him by Austin Ruster  
FH. The remaining balance will  
be given in cashiers check on  
11/7/17

J R Chely

ATTACHMENT D

# EXHIBIT 8



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
Occupational and Professional Licensing Administration



ADDRESS ALL COMMUNICATIONS  
TO THE BOARD

February 7, 2017

To Whom It May Concern:

I, Kenya Johnson, custodian of records in the District of Columbia's Occupation and Professional Licensing Administration (OPLA), Department of Consumer and Regulatory Affairs, being duly sworn on oath, state my personal knowledge of the following fact:

A search of the authentic license database reveals that Jamelle Royster is not licensed as a Funeral Director in the District of Columbia.

  
\_\_\_\_\_  
Kenya Johnson, Contact Representative

SEAL

# EXHIBIT 9



**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

---

DISTRICT OF COLUMBIA,

Plaintiff,

v.

AUSTIN ROYSTER FUNERAL HOME INC.

*et al.*

Defendants.

---

**DECLARATION OF QUANTELLA GREGORY**

I, Quantella Gregory, hereby declare and state the following:

1. My name is Quantella Gregory and I currently reside at 4545 Wheeler Road, Apt. # 314, Oxen Hill, Maryland.
2. I am the granddaughter and guardian of the late Barbara Ann Rue.
3. Barbara Ann Rue resided at the Washington Center of Aging prior to passing away on September 25, 2016.
4. March 4, 2014 a pre-arranged burial plan was purchased by the conservatorship for Barbara Ann Rue at the Austin Royster Funeral Home ("Austin Royster"), located at 502 Kennedy Street N.W., Washington, DC 20011. A copy of this burial plan is attached hereto as Attachment A.
5. On September 22, 2016, a few days before my grandmother's death, my sister, Ashanti Gregory, and I contacted Austin Royster to make final funeral arrangements. At that time, and at all subsequent times, our principal contact at Austin Royster was Jamelle Royster-Conley. A copy of the final funeral arrangements that we discussed with Ms. Royster Conley is set forth at Attachment B hereto.

6. At all times during our dealings with Austin Royster, we assumed that it was properly licensed as a funeral home and that Jamelle Royster-Conley held the necessary professional funeral license as required by District of Columbia law.
7. On September 27, 2016, following my grandmother's death, my sister and I, along with my father, Barron Jackson, met with Jamelle Royster-Conley to discuss details for the funeral. At that time, we requested that my grandmother's body be cleansed by and prepared by Muslim women according to the Muslim traditions. Jamelle Royster-Conley assured us that in all likelihood, Austin Royster could accommodate our request to follow these Muslim traditions. At no subsequent point, did she inform us that Austin Royster could not accommodate this request.
8. A meeting was scheduled with Austin Royster for October 3, 2016 to drop off clothing for my grandmother's funeral service and discuss other details. However, Jamelle Royster-Conley failed to appear. A subsequent meeting was rescheduled for October 4, 2016.
9. On October 4, 2016, I telephoned Jamelle Royster-Conley prior to our scheduled meeting only to be told that she would be unavailable to meet again. I expressed my concern about getting my grandmother's body cleansed and prepared as 10 days have passed since the time of death. Jamelle Royster-Conley told me not to worry because the body has already been embalmed. I expressed dismay and told her that I had never signed any paperwork authorizing the embalming and that embalming is in fact contrary to the traditions of my grandmother's Muslim religion.
10. On October 7, 2016, my sister and I visited Austin Royster to do a private viewing of my grandmother's remains. My grandmother looked unrecognizable. She was very dark and her hands looked burnt. We had to watch as the funeral home applied makeup and my

sister had had to wrap my grandmother's hair in the manner specified by Muslim tradition.

11. Funeral services were held on October 9, 2016 at Austin Royster. Upon our arrival, everything was out of order. The flowers were incorrect and not according to those specified by Muslim tradition, and there was no videographer, though we had requested that one be present to record the ceremony.
12. October 13, 2016, I contacted Jamelle Royster regarding my dissatisfaction with the funeral arrangements. She agreed to refund \$1,350 for the unsatisfactory floral arrangement, cost of the cremation urn, and a reduction for the funeral video. I picked up a check for the refund on October 21, 2016.
13. While I was at Austin Royster on October 21, 2016, I inquired as to the status of the death certificate. Jamelle Royster-Conley informed me that the death certificate was unavailable at the time because the medical examiner at the crematory had not yet approved it. Ms. Royster-Conley told me not to worry because my grandmother was still in the freezer.
14. I was appalled that my grandmother was still at Austin Royster a month after she had died. Austin Royster showed disrespect for the deceased and the Muslim faith. This was the worst experience I have ever endured with such an unprofessional business.
15. I was very upset about the events that took place at Austin Royster in connection with my grandmother's death, so I prepared a complaint detailing my concerns and submitted it to

the District of Columbia Board of Funeral Practices. Attached hereto as Attachment C is  
a copy of the complaint I submitted.

I declare under penalty of perjury that the foregoing is true and correct.

  
Quantella Gregory

Dated: November 17, 2017

# ATTACHMENT A



Austin Royster Funeral Home

601 Kennedy Street, N.W.
Washington, DC 20011
202-820-9787
202-723-1307 Fax
www.austin-royster.com

IRREVOCABLE PRE-ARRANGEMENT

DECEASED: Barbara Ann Lee
DATE OF DEATH:
PLACE OF DEATH:
DATE OF STATEMENT:

A. CHARGE FOR SERVICES SELECTED:

1. Professional Services:
Nepit Services of Funeral Director & Staff
Embalming
Other preparation of body

2. Facilities, Equipment & Staff:
Use of Facilities & Staff for Viewing / Visitation
Use of Facilities & Staff for Funeral Ceremony
Use of Facilities & Staff for Memorial Service
Use of Equipment & Staff for Committal Service
Use of Equipment & Staff for Church Service

3. Transportation:
Transfer of Remains to Funeral Home
Home
Urn/Container
Sedan
Service / Utility Vehicle

4. Other Services / Facilities / Equipment:
TOTAL OF SERVICES SELECTED: \$ 2,900.00

B. CHARGE FOR MERCHANDISE SELECTED

Casket (or other receptacle)
Urn
Outer Burial Container
Adornment/Embellishment Cards
Pegboard Urn
Memorial Plaques / Prayer Cards
Clothing
Cremation Urn
TOTAL OF MERCHANDISE SELECTED: \$ 0.00

C. SPECIAL CHARGES

Funerary markers (2)
Receiving remains (1)
TOTAL OF SPECIAL CHARGES: \$ 0.00

TOTAL FUNERAL HOME CHARGES: \$ 2,900.00

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that you selected or that are required if we are required by law or by a mandatory or customary funeral home, we will explain the reasons in writing below.
If you selected a service that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we changed for embalming, we will explain why below.

CASH ADVANCES
Certified Order of Death Certificate \$ 36.00
DE ATTORNEY \$ 15.00
Clergy \$ 150.00
Musician \$ 50.00
Floral Home/Floral \$ 500.00
Cometery
Other
TOTAL CASH ADVANCES \$ 791.00

SUMMARY
Total Funeral Home Charges \$ 3,691.00
Local Sales Tax (if applicable) \$
State Sales Tax (if applicable) \$
Total Cash Advances \$ 791.00
GRAND TOTAL \$ 4,482.00

Less Credits and Payments
Total Credits \$
BALANCE DUE is \$ 4,482.00

DISCLOSURES

If any law, condition or regulatory requirements have occurred and practices of any laws have, the law or requirement is explained below.

ACKNOWLEDGEMENT AND AGREEMENT

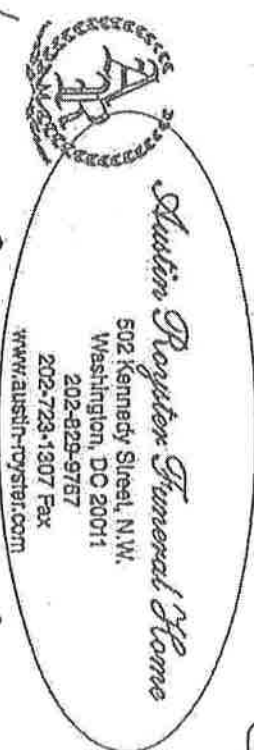
I hereby acknowledge that I have the legal right to arrange the funeral services for the deceased, and I authorize the funeral establishment to perform services, handle costs, and incur outside charges according to this statement. I acknowledge that I have reviewed the General Price List and the Custom Price List and the Order of Burial Contract prior to this.

Terms of Payment

Full payment is due at the time of my payment or not paid when due, my bank account I ATP CHARGE...
on the unpaid balance will be due I agree to pay the balance due based on this statement, plus my Late Charge. In the event I cannot pay payment to this funeral establishment, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charge applicable. I understand and agree that I am assuming personal liability for the charges set forth in this Statement and that this is in addition to the liability imposed by law upon the estate of the deceased. By my signature below, I hereby agree to all of the above and acknowledge receipt of a copy of this statement.

Signature: [Signature] 3/5/14
Funeral Home Business
ACCEPTANCE: This funeral establishment agrees to provide all services, merchandise and other arrangements as detailed on this statement.

# ATTACHMENT B



*Handled Pre-Arrangement (to be reviewed)*

DECEASED Barbara Ann Rife  
 PLACE OF DEATH \_\_\_\_\_  
 DATE OF STATEMENT 9/26/2016

**A. CHARGE FOR SERVICES SELECTED**

- 1. Professional Services:**  
 Basic Services of Funeral Director & Staff .....  
 Embalming .....  
 Other preparation of body .....
- 2. Facilities, Equipment & Staff:**  
 Use of Facilities & Staff for Viewing/Visitation .....  
 Use of Facilities & Staff for Funeral Ceremony .....  
 Use of Facilities & Staff for Memorial Service .....  
 Use of Equipment & Staff for Graveside Service .....  
 Use of Equipment & Staff for Church Service .....
- 3. Transportation:** .....

Get more ASF-177 delivered FAST!

**APPROVED**  
 By Christina Boggs at 4:17 pm, Sep 27, 2016

**STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use equipment, we will explain the charge in writing below.

**EMERALD**  
 If you selected **EMERALD** in my **Pre-arrangement**, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

**CASH ADVANCES**  
 Certified Copies of Death Certificate

211105's 201-14 1050.00  
 Charge 201-14 1050.00  
 Misc 1050.00  
 Public Newspaper Notice 1050.00  
 Flowers 1050.00  
 Generaly 200.00  
 Program 200.00  
 Other 400.00  
 TOTAL CASH ADVANCES 4400.00

We charge you for our services in charging: (specify cash advance items)

**SUMMARY**  
 Total: Funeral Home Charges: \$  
 Local Sales Tax (if applicable) \$  
 State Sales Tax (if applicable) \$  
 Total: Cash Advances: \$  
 Less: Credits and Payments: \$  
**GRAND TOTAL \$ 4400.00**





Stustin Rogers Funeral Home

502 Kennedy Street, N.W.  
Washington, DC 20011  
202-829-8767  
202-723-1307 Fax  
www.stustin-rogers.com

RECEIVED PRE-ARRANGEMENT

DECEASED Barbara Ann Eve No. \_\_\_\_\_  
PLACE OF DEATH \_\_\_\_\_  
DATE OF DEATH \_\_\_\_\_  
DATE OF STATEMENT \_\_\_\_\_

**A. CHARGE FOR SERVICES SELECTED**

**1. Professional Services:**

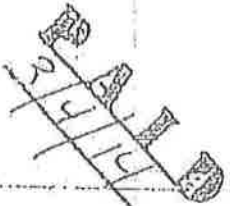
Basic Services of Funeral Director & Staff ..... INC  
Embalming ..... INC  
Other preparation of body ..... INC

**2. Facilities, Equipment & Staff:**

Use of Facilities & Staff for Viewing / Visitation ..... INC  
Use of Facilities & Staff for Funeral Ceremony ..... INC  
Use of Facilities & Staff for Memorial Service ..... INC  
Use of Equipment & Staff for Graveside Service .....  
Use of Equipment & Staff for Church Service .....

**3. Transportation:**

Transfer of Remains to Funeral Home ..... INC  
Hearse ..... INC  
Limousine ..... INC



**STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**

Changes are only for those items that you selected or that are required, if we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You did not have to pay for embalming, you did not approve it. You selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

**CASH ADVANCES**

Certified Copies of Death Certificate

each \$ 18 each 36 CD  
2 ADULT Stamp 75 CD  
Client Christe Spivak 150 CD  
Musician Programs 150 CD  
Paid Newspaper Notice Washington Post 485 CD

Cemetery

Other

TOTAL CASH ADVANCES \$ 834

We charge you for our services in obtaining: (specify cash advance items)

**SUMMARY**

Total Funeral Home Charges ..... \$ 391.00  
Local Sales Tax (if applicable) ..... \$  
State Sales Tax (if applicable) ..... \$  
Total Cash Advances ..... \$ 834  
**GRAND TOTAL \$ 1225.00**

Less Credits and Payments

Total Credits ..... \$  
Total Credits ..... \$

# ATTACHMENT C

Dear Board Of Funeral Directors,

This is a formal complaint for the Funeral Home Austin Royster at 502 Kennedy St NW Washington Dc.

My name is Quantella Gregory and I am the granddaughter of the deceased Barbara Ann Rue who died on September 25, 2016 at Washington Center for the Aging. I would like to share my experience from beginning to present day. On September 26 my sister and I went to Austin Royster and spoke with Jamelle Royster to make sure our grandmother was there, she was our funeral director. On September 27, 2016 we visited the funeral home again with our father our grandmothers son to make arrangements. Jamelle Royster told us that we could not have the funeral on that Sunday which was October the 2<sup>nd</sup>. Later finding out Ms. Royster went out of town.

We explained to Jamelle Royster that Mrs. Rue was a Muslim and there were certain arrangements that needed to be done she told us that was fine and she had to check to find out the process, at that time we hadn't been in contact with the Muslims to prepare her body. So the next available date for service was the following Sunday October the 9<sup>th</sup>. On Monday October the 3<sup>rd</sup> we had an appointment with Ms. Royster we got there and she was not there! A man named Christopher Alston who did not work there explained to us that Jamelle's Aunt had passed and couldn't make our appointment. It was very frustrating because my grandmother had been sitting for over a week prior to our meeting that wasn't able to happen on October the 3<sup>rd</sup>. Ms. Royster and I spoke via telephone she was supposed to let me know when the Muslim sisters would be able to come in and prepare my grandmothers body. So her not being there put us in a frat because we have a man sitting in front of us with no information. Mr. Christopher Alston called Ms. Royster who then said she would be there late evening or we could just come back tomorrow, we agreed that we would meet the following day and to drop off my grandmothers clothing. On October 4 we were supposed to meet again but this time we called before we left our home in Suitland Maryland. Ms. Royster was unavailable again because her grandmother had surgery we expressed our concern and she then told us its okay because my grandmother had already been embalmed. Which caused great concern due to my grandmother's religion! First and foremost there wasn't any paperwork given to approve any embalming or any contract period with my signature I am/was my grandmothers guardian. Thursday October 6 we finally were able to sit down with Ms.

Royster to drop off my grandmothers clothing and to begin the process of making the program for Sunday October the 9<sup>th</sup> the date of service. Ms. Royster said to us that the Muslims would not be able to come and prepare her body but they could come to wrap her hair in the casket and that we didn't have to come back up there anymore after Friday October the 7<sup>th</sup> because " She had Everything under control all we need is 48hours" "48 hours to a funeral home is a long stretch even though it might seem last minute to us"

Friday October 7<sup>th</sup> my sister and I went to the funeral home to do the private viewing Ms. Royster was not there. Our Grandmother looked horrible she was a very light woman and who was now very dark her hands looked freezer burnt she was almost unrecognizable!!! We asked for natural makeup because my grandmother didn't wear it at all but because she had set for almost 2weeks we knew she would look a tad different. They had absolutely no makeup on her so we had to watch them makeup her face, which was not an appealing sight plus my sister, and I had to wrap her hair because the Muslims at this point refused just to wrap her hair because she hadn't been cleansed. So that was a very uneasy task to do.

Date of service was Sunday October 9<sup>th</sup> we arrived to the funeral home and EVERYTHING was out of order!!!! I will be attaching the things we asked for and what was paid for. The Flowers were incorrect, the number of doves we ordered were not there the videographer was not there. I immediately called Ms. Royster irate she told me if I couldn't talk to her calmly we didn't have to speak and she hung up the phone. Even though I was upset we continued the service. After calming down I then called Ms. Royster on Tuesday October the 13<sup>th</sup> we spoke and I expressed my concerns to her she said I could come on Friday to pick up the check for the refund. Still uneasy I found the number to the Board and called with my frustrations about this funeral home I spoke with Mr. Andrew Jackson who told me that I needed to make a formal written complaint.

Friday October the 21<sup>st</sup> I received an email from Ms. Royster, which I will also be attaching, asking about the time I would be coming to receive the check because she had appointments. I responded to the email to let her know that we would be there at 10am also asking her to have all documents ready and available so we could have the proper refund amount. Via email Ms. Royster responded and said that my grandmother's death certificate was not available and neither were her

remains! Immediately called Ms. Royster to get answers of why!!! She told me that my grandmother was still in "THE FREEZER THERE WITH THEM" because the medical examiner from the crematory had not approved it but she sent the paperwork on Tuesday October the 18<sup>th</sup> so it could take a week or so. Frustrated I said okay I would see you at 10am!

Arriving to the funeral home we rang the doorbell which was unanswered for 7 minutes I then called Ms. Royster to let her know we were outside she said give her a few she was in the basement. We waited for an additional 15 minutes until Ms. Royster finally opened the door.

Walking in there was a very foul smell like fecal matter!!! We proceeded to her office where she just handed me a check that I will also be attaching. I asked her where was the original document of the preneed she told me that she didn't have to show me that!! Which also raised frustration because I thought we would be going over everything together for the proper refund. This didn't happen so I left and went to the get a lawyer!

In Conclusion I have written this complaint with full honesty and will be attaching multiple documents. This was the worst experience I've ever had to endure especially dealing with the death of my grandmother. Nobody should ever have to deal with the disrespect or unsympathetic people that have been paid for a service.

Jamelle Royster is a very unprofessional woman with lack remorse for a business she has chosen to make a career. It is completely disgusting that my grandmother is still sitting in their "FREEZER" as Ms. Royster says, and its has almost been a month. My grandmother is still there not because of financial incapability's but because the lack of respect that this funeral home has for the decease and for a Muslim woman.

So I'm asking for you to please take this complaint seriously with the most respect possible because this was the most horrific experience and disgusting experience and very disrespectful to my grandmother who is still sitting almost a month later.

Kind Regards,  
Quantella Gregory  
202-904-3349 or 202-421-5029  
Mrs. Barbara Ann Rue (deceased)

# EXHIBIT 10

GOVERNMENT OF THE DISTRICT OF COLUMBIA

NOTICE OF INFRACTION

Notice No.

5703988<sup>13</sup>

Issuing Agency:  DOH  DMH  DCRA  
 DDOE  FEMS  Other \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Service

Location of Infraction: 502 Kennedy Street, NW  
 Type of Location:  Vacant Lot  Construction Site  Occupied  Other \_\_\_\_\_  
 Business/Company Name: Jamelle Rouster dba Austin Rouster Funeral Home, Inc Charge as Respondent (circle): YES NO Telephone Number \_\_\_\_\_  
 Individual Name (Last, First, Middle): Registered Agent Charles Rouster Charge as Respondent (circle): YES (NO) Telephone Number \_\_\_\_\_  
 Mailing/Email Address: 502 Kennedy Street, NW  
 City: Washington State: D.C. Zip Code: 20011  
 Business License/Permit Type: \_\_\_\_\_ Business License/Permit No.: \_\_\_\_\_

You are charged with violating the District of Columbia laws or regulations stated below. You MUST answer the charge(s) within 15 calendar days of the date of service noted above (20 calendar days if you received this by mail). You must indicate below each infraction whether you ADMIT, ADMIT WITH EXPLANATION or DENY. **Instructions on back.**

If you DENY one or more of the infractions, you must appear for a hearing. You will receive a separate order from the Office of Administrative Hearings advising you where and when to appear for your hearing.

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	
<u>47-2853.02</u>	<u>\$2,000</u>	
Nature of Infraction	<u>Practicing as a Funeral Director w/o a valid license</u>	
Date of Infraction	Time of Infraction	Previous Infractions Committed
<u>9/26/16</u>	<u>11:00AM</u>	1 2 3 4
ANSWER:	<input type="checkbox"/> ADMIT (Pay Fine) <input type="checkbox"/> DENY (Appear for a Hearing) <input type="checkbox"/> ADMIT WITH EXPLANATION (Hearing by Mail)	

Signature \_\_\_\_\_

D.C. Official Code AND/OR D.C. Municipal Regulation Citation	Fine for Infraction	
	\$	
Nature of Infraction		
Date of Infraction	Time of Infraction	Previous Infractions Committed
		1 2 3 4
ANSWER:	<input type="checkbox"/> ADMIT (Pay Fine) <input type="checkbox"/> DENY (Appear for a Hearing) <input type="checkbox"/> ADMIT WITH EXPLANATION (Hearing by Mail)	

Signature \_\_\_\_\_

Total Fines and Penalties \$2,000

**WARNING:** If you fail to answer each charge on this Notice within 15 calendar days of the date of service (20 calendar days if you received this by mail), you will be subject to a penalty equal to twice the amount of the fine, in addition to the fine itself, and to the entry of a default order without additional notice. You also may be subject to other penalties and actions allowed by law including suspension or non-renewal of your license or permit, the sealing of your business, a lien being placed on your property, and attachment of your equipment. For information, call (202) 442-9094.

I personally declare under penalty of perjury that I observed and/or determined that the infraction(s) charged have been committed.

I further certify under penalty of perjury that (CHECK ONE):

- the Respondent is not in the military service of the United States.
- the Respondent is in the military service of the United States.
- I am unable to determine whether the Respondent is in the military service of the United States.

Wilfred A. Usher # Wilfred A. Usher 2-6-17 #34  
 Inspector's/Investigator's Signature Print Name Date Badge/Identification Number  
 I sign my name below to acknowledge receipt of this Notice and not as an admission of guilt or liability to the charge(s) listed.

Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 OAH (WHITE) RESPONDENT (YELLOW) INSPECTOR (PINK) ENFORCEMENT (GOLDENROD)

# EXHIBIT 11



**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center">Plaintiff,</p> <p>v,</p> <p>AUSTIN ROYSTER FUNERAL HOME, INC. <i>et al.</i></p> <p style="text-align:center">Defendants.</p>	
--	--

**DECLARATION OF TERRELL HAYES**

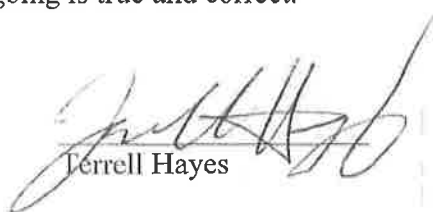
I, Terrell Hayes, hereby declare and state the following:

1. I reside at 3603 Kenway Street, Silver Spring, Maryland.
2. I am the son and hold the power of attorney for the late Levolia Hayes Jr.
3. On April 17, 2017 I went to visit my father, Levolia Hayes Jr., at his residence in Hyattsville, MD only to discover that he had passed away. I was informed by the local police department that I needed to contact a funeral home in order to have my father's body removed from the home.
4. Immediately following my discussion with the local police, I performed internet searches of funeral homes in the D.C. area and discovered Austin Royster Funeral Home, Inc. ("Austin Royster"). I telephoned the funeral home and spoke with Jamelle Royster. During my conversation with Ms. Royster, I agreed to have Austin Royster pick up my father's remains.
5. On April 18, 2017, went to Austin Royster, located at 502 Kennedy Street N.W., Washington, DC 20011, to make funeral arrangements for my father. My principal contact at Austin Royster was Jamelle Royster, who made all of the arrangements regarding my father's funeral services. Jamelle Royster personally went over all the

funeral packages available, assisted me in choosing a casket, and discussed finishing items such as haircut, shaving, and clothing options. Set forth at Attachment A hereto is the Statement of Funeral Goods and Services stating that Austin Royster's total fee for the services to be provided was \$5,767.00.

6. My family assumed that Austin Royster was a licensed funeral home and that Jamelle Royster was a licensed funeral professional. At no point did Jamelle Royster or anyone else inform our family that Austin Royster was not licensed to perform funeral services in the District of Columbia or that Jamelle Royster did not hold a license as a funeral professional.
7. Funeral services for my father were held on April 24, 2017 at Viers Baptist Church.
8. A few days after the funeral, a military burial was performed for my father at Cheltenham Veterans Cemetery.
9. Approximately a month following my father's burial, I contacted Jamelle Royster of Austin Royster to inquire about the death certificate. Ms. Royster explained to me that they needed the maiden name of my father's mother in order to process the death certificate.

I declare under penalty of perjury that the foregoing is true and correct.

  
Terrell Hayes

Dated: November 18, 2017

# ATTACHMENT A

### A. CHARGE FOR SERVICES SELECTED

Funeral Services: INC  
 200 Service of Funeral Director & Staff: INC  
 Embalming: INC  
 Transfer of Remains to Burial: INC

Facilities, Equipment & Staff:  
 Use of Facilities & Staff for Viewing/Vigilation: INC  
 Use of Facilities & Staff for Funeral Ceremony: INC  
 Use of Facilities & Staff for Memorial Service: INC  
 Use of Equipment & Staff for Graveside Service: INC  
 Use of Equipment & Staff for Church Service: INC

Transportation:  
 Transfer of Remains to Funeral Home: INC  
 Hearse: INC  
 Limousine: INC  
 Sedan: \_\_\_\_\_  
 Service/Utility Vehicle: \_\_\_\_\_

Other Services/Facilities/Equipment:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TOTAL OF SERVICES SELECTED (A) ..... \$ 3000.00

### B. CHARGE FOR MERCHANDISE SELECTED

Casket for other person: 900.00  
 Name: Winston  
 Material: 20 gauge non-sealer  
 Color: Black

Outer Burial Container:  
 Heaviness: \_\_\_\_\_  
 Material: \_\_\_\_\_

Acknowledgment Cards: 25.00  
 Register Book: 25.00  
 Memory Folders/Prayer Cards: \_\_\_\_\_  
 Information Unit: \_\_\_\_\_  
 Other thing: \_\_\_\_\_

TOTAL OF MERCHANDISE SELECTED (B) ..... \$ 950.00

### AUSTIN ROYSTER FUNERAL HOME

502 Keller Street, N.W.  
 Marietta, GA 30067  
 202-828-9787 • 202-123-1307 FAX  
 www.austinroyster.com

Deceased: Valia Hayes Jr.  
 Date of Statement: 4/18/2017

### STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that you selected for this service. If you are required by law or by a religious society or cemetery to use any items, we will explain the reasons in writing below.

**C. SPECIAL CHARGES**  
 Forwarding remains to \_\_\_\_\_  
 Rescheduling remains from \_\_\_\_\_  
 Burial in \_\_\_\_\_  
 Direct cremation \_\_\_\_\_  
 TOTAL OF SPECIAL CHARGES (C) ..... \$ \_\_\_\_\_

**D. CASH ADVANCES**  
 Certified Copies of Death Certificate: 4 @ \$ 20 each = 80.00  
Handing sprays 175.00  
100 programs (bifold) 475.00  
225.00  
 Newspaper Notices: \_\_\_\_\_  
 Cemetery: \_\_\_\_\_

**SUMMARY**  
 Total Funeral Home Charges (A+B+C) ..... \$ 4950.00  
 Sales Tax, if applicable: Casket ..... \$ 54.00  
 Total Cash Advances (D) ..... \$ 955.00  
**COMPLETE TOTAL** ..... \$ 4959.00  
 PAYMENT RECEIVED FROM: \_\_\_\_\_  
**BALANCE DUE** ..... \$ 4959.00

DISCLOSURES:  
 If you selected a funeral that may require embalming, such as a casket or a casket, you may have to pay for embalming. You do not have to pay for embalming if you did not approve a pre-selected arrangement such as a direct cremation or immediate burial. If we charged for embalming, we will explain the basis for the charge to you.

Any law, cemetery or crematory requirement that requires the purchase of any extra casket, the law or requirement is explained below.

**ACKNOWLEDGEMENT AND AGREEMENT**  
 I (we) agree that funeral home to perform services, furnish goods, and incur expenses according to the Statement of Funeral Goods and Services Selected and the Funeral Home's Price List, a Casket Price List and an Outer Burial Container Price List.

TERMS:  
 Payment is due as indicated. An unanticipated LATE CHARGE of \_\_\_\_\_ per month (ANNUAL PERCENTAGE RATE \_\_\_\_\_) on the unpaid balance will be due. I (we) have read (or been read) the above and agree to pay the same, and jointly and severally promise to make full payment, without delay, of the Statement of Funeral Goods and Services Selected.

Signed: Valia Hayes Jr.  
 Co-Signed: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Co-Signed: \_\_\_\_\_  
 Co-Signed: \_\_\_\_\_

**ACCEPTANCE** This funeral establishment agrees to provide all services, merchandise, and cash advances indicated on this statement.  
 By: Galene M. Strait

ADDITIONAL ITEMS ORDERED LATER:  
100s. Pressing Fee  
+ additional coach for cemetery = \$365 + \$500 = \$865

TOTAL AMOUNT + \$865 = \$5167

# EXHIBIT 12



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
OCCUPATIONAL AND PROFESSIONAL LICENSING ADMINISTRATION  
**Board of Funeral Directors**



ADDRESS ALL COMMUNICATIONS  
TO THE BOARD

October 26, 2017

Jamelle Royster, Chief Operating Officer  
Austin Royster Funeral Home, Inc.  
502 Kennedy Street, NW  
Washington, D.C. 20011

Re: Settlement Agreement for Austin Royster Funeral Home, Inc.

Dear Ms. Royster:

On October 25, 2017 the District of Columbia Board of Funeral Directors (Board) received your payment of a fine of \$12,000 in satisfaction of the terms of an executed settlement agreement between the Board and Austin Royster Funeral Home, Inc. (Austin Royster) that was entered on March 10, 2017, and implemented on April 28, 2017.

Because Austin Royster failed to pay the fine as agreed by June 12, 2017, its funeral home establishment license, FHE 40000555, was automatically suspended on June 23, 2017. In accordance with the terms of the agreement, the suspension of the establishment's license has been lifted effective October 26, 2017

However, according to the records of the Department of Consumer and Regulatory Affairs (DCRA), Austin Royster does not currently hold the required basic business license (BBL) to operate a funeral home establishment in the District, as the BBL for Austin Royster expired on February 1, 2016. Please see enclosed documentation of the BBL Certification for Austin-Royster Funeral Home, Inc.

Therefore, in light of this information, the Board has changed the licensure status of Austin Royster to inactive. Pursuant to District law and regulation, to operate lawfully, an establishment must obtain and maintain a basic business license in accordance with D.C. Official Code § 3-405(e) (2012 Repl.) and 17 DCMR § 3102.6. Accordingly, Austin Royster's license will remain inactive until its basic business license has been renewed.

If you have questions regarding this matter, need additional information, or would like to follow up with the Board concerning the status of your company's BBL, please contact me. I can be reached via email at [brittani.strozier@dc.gov](mailto:brittani.strozier@dc.gov) or phone at (202) 442-8410.

Sincerely,

Brittani Strozier Daise  
*Board Administrator*

Enclosure: [BBL Certification for Austin-Royster Funeral Home, Inc.]