

**BEFORE THE COMPLAINT COMMITTEE OF THE WEST VIRGINIA  
BOARD OF FUNERAL SERVICE EXAMINERS**

**IN RE: JUNORA WALTON**  
**License Nos. FD 1573 and EM 1873**

**Complaint No. 2013-11**  
**Complaint No. 2013-15**

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**CONSENT DECREE AND ORDER**

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After due investigation of a written complaint, the West Virginia Board of Funeral Service Examiners (hereinafter “Board”) determined that probable cause exists that Junora Walton, (hereinafter “Respondent”) has violated certain provisions of W. Va. Code § 30-6-1 *et seq.* and the Rules of the Board, W. Va. Code R. § 6-1 *et seq.* The Respondent was provided with written notice of the allegations against her and this matter was presented to the West Virginia Board of Funeral Service Examiners Complaint Committee (hereinafter “Committee”) for review and recommendation to the Board pursuant to the rules of the Board and the laws of this State.

**BACKGROUND**

1. The Board is a State entity created by W. Va. Code § 30-6-1 *et seq.* and is empowered to regulate the practice of funeral directing and embalming pursuant to W. Va. Code § 30-6-5.
2. Respondent, Junora Walton, is a funeral service licensee and is therefore subject to the license requirements of the Board.

3. The Board is empowered to suspend, revoke or otherwise discipline a license or licensee under the authority granted to it by W. Va. Code § 30-6-1 *et seq.* and the rules promulgated thereunder.

4. On or about August 5, 2013, the Board received Complaint 2013-11 alleging that the complainant and her mother had been forced to remove the body of their deceased family member from Walton's Chapel of Faith and have it transported to Preston Funeral Home because the funeral director, Junora Walton, was telling them that she could not hold a body for several days for a service.

5. In addition, Ms. Walton failed and refused to provide the complainant with a General Price List as required by law, to provide them with a casket price list as required by law, and told them they would need to have the family member cremated if the funeral service was not conducted soon.

6. Because of a conflict of schedules the family was not able to meet with the funeral director the day following the death of the family member. When the funeral director did not contact the family on the following day (Wednesday 7/31/13) complainant called the funeral director and asked when they could go in to discuss the arrangements. The funeral director responded that most of the details could be handled over the phone. When the wife of the deceased indicated that they wanted a funeral service August 17, 2013 due to family traveling from out of town and medical problems by a family member, the respondent replied that was entirely too long and that if that was the date they would need to do a cremation.

7. A meeting was scheduled for August 2, 2013 at 10:00 am with the respondent. During this meeting the complainant became uncomfortable with what was

happening and asked the respondent how much it was for the embalming and transportation to the funeral home as they wished to go elsewhere. The respondent advised complainant that the total charge would be \$960. Complainant left the funeral home to go to the bank to get the money and on the way received call from the respondent requesting the payment be in cash. Respondent gave the complainant a receipt for cash but never completed a Statement for Goods and Services as required by the Federal Trade Commission Funeral Rule, which is incorporated as a part of the WV Funeral Service Examiners Act.

8. After paying the respondent, complainant asked for the death certificate and was told that it had not been signed by the doctor when in fact the respondent had not completed the information for the death certificate.

9. After the deceased was moved to the other funeral home, complainant was advised that the body would have to be re-embalmed and extensive restoration work done.

10. On August 13, 2013, a copy of the complaint was forwarded to the Respondent requesting a response no later than September 3, 2012.

11. On August 30, 2013, the Board received a response from Respondent in which she stated that after the initial embalming process "it was clear that [the deceased] had not embalmed well due to many complications of his condition when he arrived and that extensive work would have to be done to try to keep him." She further states that when she received a call from the complainant that she was going to be charged for embalming that "she was going to be charged extra anyway because of the amount of work that was involved."

12. An embalming room report was obtained from Charleston Mortuary Service setting forth the procedures that were necessary for the deceased to be viewed. The Board was unable to obtain an embalming room report from the Respondent as she did not utilize embalming reports as required by law.

13. On November 22, 2013, the Board received Complaint 2013-15 filed by Wilma Martin. Mrs. Martin alleged that she went to Walton's Chapel of Faith and met with Junora Walton on November 2, 2013, to make her husband's funeral arrangements. The arrangements were for a viewing and funeral and then cremation. She was quoted a price of \$4983.68 which included a charge of \$600 for cremation. Ms. Walton advised the complainant that she had a grey casket in the basement that could be cleaned up and used for her husband's viewing and service. At no time was the complainant advised that there was an \$800 for a "rental casket." It was not until after the funeral when the complainant obtained a Statement that she noticed that she was being charged for a rental casket and a \$600 cremation fee. On November 3, 2013, the complainant assigned the proceeds of her husband's insurance policy to Junora Walton.

14. On the night of the visitation (November 5, 2013), Ms. Walton advised complainant that in order to continue with the service she would have to have \$3000 paid by the day of the funeral. The complainant, with the help of family, paid that amount on the day of the funeral.

15. On November 20, 2013, Ms. Walton called the complainant and stated that there was a delay in getting the insurance money and that she needed the balance paid immediately in order that the deceased could be cremated. This was the first that complainant knew that her husband's body had not been cremated. Ms. Walton advised

the complainant the name of the crematory and complainant's nephew then contacted the crematory and made arrangements for the cremation.

16. The Complainant was not given a General Price List on the day of the arrangements conference, or at any time thereafter. She was not given a Statement of Goods and Services on the day of the arrangements conference as required by law. Further, the FTC requires a specific disclosure for cash advance items which are more than the actual price and this disclosure is not on the General Price List. The rental casket is not show on either the General Price List of the Casket Price List of the funeral home, therefore, consumers have no idea what that cost will be so that they can decide on an alternative casket. The Board has confirmed that all overpayments have been repaid to Mrs. Martin.

17. The two Board members assigned as the Complaint Committee for both cases reviewed all of the evidence and materials and concluded that the funeral director had not given the complainants a General Price List or Statement of Goods and Services for which she charged and that the embalming in the Poore case was inadequate and that there was probable cause to pursue disciplinary action against the licensee in both complaints. The Complaint Committee also notes that the respondent is currently working under a one-year term of probation and has prior to the current term of probation was placed on probation in another matter.

18. The Complaint Committee recommends that both complaints herein be consolidated into one Consent Decree, the terms of which are as follows:

a. Junora Walton will practice under probation and supervision for a period of not less than six (6) months during which time she will be supervised by Jeremy

Brown. The supervision will be required at such time as Ms. Walton meets with families for the purpose of making funeral arrangements and during the period of time the respondent embalms a deceased body. Ms. Walton is to notify Mr. Brown immediately upon receiving a death call and arrange with him for the date and time of the embalming and to set a mutually agreeable time for all parties to meet for the arrangements conference.

b. Jeremy Brown is not to be considered the Licensee in Charge of Walton's Chapel of Faith and shall incur no liability for the actions of Junora Walton. Jeremy Brown is not an employee of the Board of Funeral Service Examiners and any compensation for his supervision of Ms. Walton will be arranged between the two of them.

c. Jeremy Brown shall prepare a report of his observations of the funeral arrangement meetings and the embalmings and submit them to the Board after each such occurrence.

d. Junora Walton is to pay \$750 to Meshea Poore; \$500 to the Board of Funeral Service Examiners as administrative fees incurred in Complaint 2013-11; and \$250 for a reinspection fee. The period of probation/supervision shall not cease until all such fees have been paid. The Executive Director may enter into a payment plan for the fees due the Board.

e. In the event of any further violations during the term of the Agreement between the Board and Junora Walton, the Agreement shall become null and void and the Board will immediately notify its legal counsel to begin proceedings to suspend or revoke the license of Junora Walton and Walton's Chapel of Faith Funeral Home.

19. On April 2, 2014, the Board held a Special Meeting via telephone conference to consider the recommendations of the Complaint Committee in these two complaints. The respondent, Junora Walton, was present in person and by her attorney, Timothy A. Bradford. The Board adopted the recommendations of the Complaint Committee that a Consent Decree should be entered into reflecting the recommendations of the Complaint Committee and the Board's acceptance of the same and that the President of the Board be authorized to sign the same.

### **CONCLUSION OF LAW**

1. That the Board has jurisdiction to take disciplinary action against the Respondents.

2. That the Board is mandated by W. Va. Code § 30-6-1 *et seq.* to protect the interest of the public health, safety and welfare.

3. That pursuant to W. Va. Code § 30-6-1 *et seq.*, the Board may revoke a license, suspend a license, reprimand a licensee or take other disciplinary action for violation of the rules and regulations of the Board.

4. That the actions of the Respondent constitutes violations of W. Va. Code § 30-6-1 *et seq.* and the rules of the Board and such conduct is grounds for disciplinary action.

### **CONSENT OF LICENSEE**

Respondent, Junora Walton, by affixing her signature hereto, acknowledges the following:

1. Respondent has been given the opportunity to consult with counsel and execute this Consent Decree voluntarily, freely, without compulsion or duress and mindful that it has legal consequences.

2. No person or entity has made any promise or given any inducement whatsoever to encourage Respondent to make this settlement other than as set forth herein.

3. Respondent acknowledges that she is aware that she may pursue this matter through appropriate administrative and/or court proceedings, and is aware of her legal rights regarding this matter, but intelligently, knowingly and voluntarily waive such rights.

4. Respondent waives any defense of laches, statute of limitations, estoppel and waiver that they may have otherwise claimed as a condition of this agreement.

5. Without admitting that her actions were unprofessional and a violation of the statutes and administrative regulations of the Board, the Respondent consents to the entry of this Consent Decree and Order, however, this is not an admission by the Respondent to the Findings of the Board and not to be construed as such. Respondent vigorously denies the allegations.

6. The Respondent, by affixing her signature hereon, consents and agrees to the following terms and conditions.

### **ACCEPTANCE BY THE BOARD**

1. This Consent Decree will not be submitted for Board President's signature until after it has been agreed to and executed by the Respondent and/or Respondent's counsel. The Consent Decree will become effective as of the date it is signed by the



President of the Board. The respondent and her attorney shall be notified by telephone and by letter of the effective date of this Decree.

### **ORDER**

On the basis of the foregoing, the Board does hereby ORDER and DECREE:

1. Junora Walton will practice under probation and supervision for a period of six (6) months during which time she will be supervised by Jeremy Brown. The supervision will be required at such time as Ms. Walton meets with families for the purpose of making funeral arrangements and during the period of time the respondent embalms a deceased body. Ms. Walton is to notify Mr. Brown immediately upon receiving a death call and arrange with him for the date and time of the embalming and to set a mutually agreeable time for all parties to meet for the arrangements conference.

2. Jeremy Brown is not to be considered the Licensee in Charge of Walton's Chapel of Faith and shall incur no liability for the actions of Junora Walton. Jeremy Brown is not an employee of the Board of Funeral Service Examiners and any compensation for his supervision of Ms. Walton will be arranged between the two of them.

3. Jeremy Brown shall prepare a report of his observations of the funeral arrangement meetings and the embalmings and submit them to the Board after each such occurrence. These reports will be reviewed by the Board at its June and October, 2014 meetings and should there be any problem areas noted, Ms. Walton will be notified of the problem and the actions necessary for correction.

4. Junora Walton is to pay \$750 to Meshea Poore; \$500 to the Board of Funeral Service Examiners as administrative fees incurred in Complaint 2013-11; and \$250 for a

reinspection fee. The period of probation/supervision shall not cease until all such fees have been paid. The Executive Director may enter into a payment plan for the fees due the Board.

5. In the event of any violations during the term of this Consent Decree between the Board and Junora Walton, this Consent Decree shall become null and void and the Board will immediately notify its legal counsel to begin proceedings to suspend or revoke the license of Junora Walton and Walton's Chapel of Faith Funeral Home.

6. This issues in Complaints 2013-11 and 2013-15 are incorporated for resolution in this Consent Decree.

7. This document is a public record as defined in W. Va. Code §29B-1-2(4).

Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Chad R. Harding, President  
West Virginia Board of Funeral Service Examiners

Reviewed and Agreed to by:

\_\_\_\_\_  
Junora Walton

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Timothy A. Bradford, Esquire  
Counsel for Junora Walton