

State of New Hampshire
Board of Registration of Funeral Directors and Embalmers
Concord, New Hampshire

In the Matter of:
Morgan J. Edgerly
Funeral Director License No.: 858
Docket No.: 23-FUN-004
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of funeral directing, the New Hampshire Board of Registration of Funeral Directors and Embalmers ("Board") and Morgan J. Edgerly ("Respondent") do hereby stipulate and agree to resolve allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 310:10, VIII, the Board may, at any time, dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing.
2. The Board has jurisdiction to conduct inspections of licensed funeral homes pursuant to RSA 325:17 and Board Administrative Rule ("FrI") 603.
3. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by persons licensed by the Board. pursuant to RSA 310:9, RSA 325:32 and FrI 207.

4. Respondent holds New Hampshire Embalmer and Funeral Director license number 858. He is the co-owner and chief executive officer ("CEO") of a funeral home licensed by the Board.
5. As the result of the routine inspection of the funeral home undertaken by the Board, it was alleged that Respondent had employed an unlicensed person in a role requiring licensure. The matter was referred to the Consumer Protection and Antitrust Bureau of the New Hampshire Attorney General's Office for further investigation.
6. The investigation revealed, and Respondent stipulates, that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 325:32, II(c) by the following facts:
 - A. Respondent is co-owner and CEO of R.M. Edgerly & Son, Inc., a funeral home located in Rochester, New Hampshire and licensed by the Board.
 - B. On or about November 18, 2022, Board Member Matthew J. Roan ("Board Member Roan") conducted a routine inspection of the funeral home.
 - C. During the Inspection, Board Member Roan discovered that Erik D. Lewis ("Lewis") was employed by Respondent at the funeral home.
 - D. Lewis was an apprentice embalmer licensed by the Board, but his license expired on December 12, 2020 and had not been renewed.
 - E. Between December 12, 2020 and November 18, 2022, while being employed by Respondent, Lewis made funeral arrangements at the funeral home without being a licensed apprentice or funeral director.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license as a embalmer and funeral director in the State of New Hampshire.
8. Respondent, consents to the Board imposing the following discipline, pursuant to RSA 310:12:
 - A. Respondent is **REPRIMANDED**.
 - B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of five hundred dollars (\$500.00).
 - C. Respondent shall pay the fine in full within forty-five (45) days of the effective date of this *Settlement Agreement*, as defined further below. Payment shall be made by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire, 03301. **No separate invoice shall issue.** Payment shall include a copy of this settlement. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in

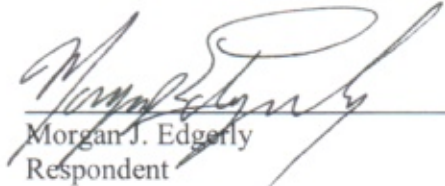
determining appropriate discipline should any further misconduct be proven against Respondent in the future.

10. Respondent's breach of any terms of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein. Respondent further agrees that he has not been subject to any coercion, undue influence, or duress in connection with his decision to sign this Agreement.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with a formal adjudicatory process based upon the facts described herein.
14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any

- disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

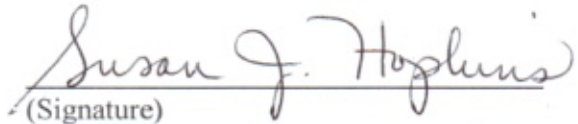
Date: 1-18-24


Morgan J. Edgerly
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 2-14-2024


(Signature)

Susan J. Hopkins
(Print or Type Name)

Authorized Representative of the
NH Board of Registration of Funeral
Directors and Embalmers

/* _____, Board members, recused.