

**STATE OF NEW HAMPSHIRE  
OFFICE OF PROFESSIONAL  
LICENSURE AND CERTIFICATION**

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**BOARD OF REGISTRATION OF FUNERAL DIRECTORS AND  
EMBALMERS**

**In Re:**  
**Roy's Funeral Home**  
**Funeral Home License #019-00**

**James Roy**  
**Embalmer and Funeral License #101**  
**(expired)**

Docket No.: 2022-FUN-001

**FINAL DECISION AND**  
**ORDER- 03/09/22**

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**I. ATTENDEES:**

Timothy Kenney, Hearing Chair  
Susan Hopkins, Board Member  
Eric Rochette, Board Member  
Daniel Stockbridge, Board Member  
Jessica Kennedy, Board Administrator  
John Garrigan, Esq., Hearing Counsel  
Sheri Phillips, Esq., Board Counsel  
Nikolas K. Frye, Esq., OPLC Hearings Examiner and Presiding Officer  
Ren Horne, OPLC Investigator, Witness  
Cheryl Gonyea, Witness

**II. CASE SUMMARY/PROCEDURAL HISTORY:**

In 2020, the Board of Registration of Funeral Directors and Embalmers (“Board”) received two complaints from separate clients for Roy’s Funeral Home (“Licensee”), owned and run by James Roy (also “Licensee”), alleging Licensee had failed to fulfill certain funeral related services and insufficiently communicated with the clients. The Board investigated the incidents through the Office of Professional Licensure and Certification, Division of Enforcement (“Enforcement”). To date, Enforcement has

received no communication from Licensee on these complaints, despite having made multiple attempts to reach Licensee by telephone, email, mail, and certified mail. After learning the details of the investigation, the Board voted to commence an adjudicative/disciplinary proceeding in this matter on 12/08/21. After providing the Licensee with notice, the adjudicatory hearing was held 03/09/22. This Final Order follows.

### **III. SUMMARY OF THE EVIDENCE:**

The Board received the following evidence pursuant to RSA 541-A:33 and Rule 213.03:

a. Exhibits were submitted by Hearing Counsel, numbered as follows:

1. Notice of Adjudicative Hearing dated 01/10/22
2. Images of Bertha Lamarre's prepaid contract
3. Images of Bertha Lamarre's payment receipts
4. Emails between Cheryl Gonyea and James Roy
5. Invoice from Claremont Memorials
6. 08/19/20 letter from Board to James Roy
7. 04/26/21 letter from OPLC to James Roy with Certified Mail receipt and returned envelope
8. 04/11/21 letter from OPLC to James Roy with Certified Mail receipt; and
9. 06/06/20 email from Cheryl Gonyea to James Roy

b. Testimony was received from the following persons in relation to an offer of proof:

1. Ren Horne, Fraud Investigator OPLC
2. Cheryl Gonyea

### **IV. CONDUCT OF THE HEARING AND EVIDENCE PRESENTED:**

The Licensee failed to appear for the hearing. The Board Administrator reviewed the file in this matter and presented the procedural history of attempts to notify the Licensee of the hearing, including through certified mail, regular mail, and email. The certified mailed copy of the Notice of Hearing had come back to the Administrator "refused". The Board also heard an offer of proof from Hearing Counsel about his attempts to contact the Licensee. Hearing Counsel had provided Licensee with copies of all pleadings and exhibits but had received no response. Based upon those sources of information, the Board found that the Licensee received proper notice of this hearing in accordance with RSA 325:34, III and the New Hampshire and federal constitutions. Pursuant to Rule 208.02(f), the Board denied Hearing

Counsel's Motion for Default based upon the recommendation of the Presiding Officer but decided to move forward with the hearing without the Licensee present.

Hearing Counsel has the burden of proving its case by a preponderance of the evidence. The Presiding Officer admitted all of Hearing Counsel's exhibits. Hearing Counsel then proceeded to provide an oral offer of proof with the two listed witnesses present to hear it. At the end of the offer of proof, the Presiding Officer swore in both witnesses, had them state their names on the record, asked them if they agreed with the facts as presented by Hearing Counsel and if they had anything to add. Both witnesses agreed with Hearing Counsel's offer of proof and declined the opportunity to provide further testimony, though Hearing Counsel later read a letter from Ms. Gonyea into the record that is not relied upon in rendering this decision. Hearing Counsel and the Board were provided with the opportunity to examine the witnesses but declined. Based upon the evidence presented the Board makes the following findings of fact.

B.A.L. was the mother of Cheryl Gonyea and passed away in March of 2020. In 1997 B.A.L. and her husband had entered into a prepaid contract with the Licensee to provide funeral services for both of them, including engraving of their headstones. B.A.L. and her husband paid for the services in full, as documented by receipts and the witness testimony. *Compare* Exhibit 2 with Exhibit 3. B.A.L.'s husband passed away first, and there were no reported issues with his funeral. When B.A.L. passed away in March of 2020, the pandemic affected how much of her services were conducted. Email communications between the Licensee and Cheryl Gonyea from June and July of 2020 demonstrate Ms. Gonyea's sincere understanding of that fact, as did Ms. Gonyea's testimony. *See* Exhibits 4 and 9. The email exchange also documented an issue with the engraving service that was supposed to be performed on B.A.L.'s headstone. On 06/06/20, Ms. Gonyea contacted the Licensee at his/its business email to let him/it know that she went to the cemetery where B.A.L. was buried the previous week and saw a truck doing an engraving. In the

same communication, she explains to the Licensee that when she checked B.A.L.'s grave on 06/06/20 it had not been engraved and requests an update. The email has no immediate response to it from the Licensee. *See* Exhibit 9.

On 06/18/20, Ms. Gonyea again reaches out to the Licensee because B.A.L.'s engraving on her headstone for her date of death had not been completed. For the first time, the Licensee responds to Ms. Gonyea, same day, stating he had been trying to get a hold of his engraver and finally did. He explains that the engraver should attend to the engraving over the next two weeks and says that he will check the stone and let her know when it is completed. Exhibit 4. Ms. Gonyea followed up with the Licensee on 07/14/20 and 07/21/20 about this matter still being outstanding but receiving no response.<sup>1</sup> Due to the lack of follow through by the Licensee, Ms. Gonyea eventually hired an engraver to finish B.A.L.'s headstone. An invoice from 06/29/21 from Claremont Memorials to Ms. Gonyea, shows the service cost her \$150.00. *See* Exhibit 5. Ms. Gonyea filed a complaint with the Board on or about 02/02/20. *See* Board File.

Between August 19, 2020 and November 4, 2021, the Office of Professional Licensure, Division of Enforcement for the State of New Hampshire made multiple attempts to contact the Licensee about Ms. Gonyea's complaint but received no substantive response, including by certified mail, return receipt requested. *See* Exhibit 6, 7, and 8. As noted at the outset of the hearing, by the time the Notice of Hearing issued in this matter on 01/10/22, *See* Exhibit 1, the Licensee was refusing delivery of certified mailings from the Office of Professional Licensure and Certification. During the hearing, it was evident from Ms. Gonyea's demeanor that these events involving the Licensee had a deep emotional impact on her.

**V. DISCUSSION AND FINDINGS OF FACTS / CONCLUSIONS OF LAW:**

After reviewing all the evidence, accounting for the the presentation and demeanor of all the witnesses, and drawing all reasonable inferences therefrom the Board finds, by a preponderance of the

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<sup>1</sup> The Board notes and finds Ms. Gonyea's requests are respectful and express the emotional significance of having this issue unresolved.

evidence, that the Licensee committed professional misconduct. The Exhibits and witness testimony more than adequately support the following specific findings of fact: 1) the Licensee entered into a prepaid contract for funeral services with B.A.L. in 1997 for which B.A.L. paid in full (Exhs. 2 and 3); 2) that B.A.L. died in March of 2020 and her daughter, Cheryl Gonyea acted as a point of contact with the Licensee in arranging her funeral services (Offer of proof/ witness testimony); 3) that between 06/06/20 and 07/21/20, Cheryl Gonyea made multiple attempts to have the Licensee render a service required by the prepaid contract—namely engraving B.A.L.’s gravestone (Exhs. 4 and 9); 4) that Licensee failed to perform that service despite those communications (Exhs. 4, 5, 6, 7, 8, 9 and offer of proof and witness testimony); 5) that Ms. Gonyea was forced to pay \$150.00 for this service through a separate vender; 6) that Licensee’s communication Cheryl Gonyea was inadequate (Exh. 5); 7) that Ms. Gonyea filed a complaint related to same with OPLC as a result (Offer of proof/witness testimony) ; and 8) that Licensee failed to meaningfully respond to OPLC’s investigation of this matter, despite multiple attempts by OPLC to contact it/him (Exhs. 6, 7 ,8 and Offer of proof/witness testimony). The evidence also supports a finding that there are aggravating circumstances in this matter, including: 1) the failure of the Licensee to follow through on a contracted service after accepting a large sum of money from B.A.L and the emotional impact that had on B.A.L’s family; and 2) the Licensee’s failure to cooperate with a lawful investigation of this Board in relation to this complaint. As part of this decision, the Board makes the following specific conclusions of law:

- A. Licensee committed professional misconduct pursuant to RSA 325:32, II(c) by failing to provide a detailed and good faith written response to Ms. Gonyea’s complaint or otherwise cooperate with the Board’s investigation of that complaint in violation of RSA 325:33, III.
- B. The Licensee committed professional misconduct pursuant to RSA 325:32, II(c) by violating the National Funeral Directors Association Code of Professional Conduct, sections IV-5 and IV-6 by failing to provide a detailed and good faith written response to Ms. Gonyea’s complaint or otherwise cooperate with the Board’s investigation of that complaint in violation of RSA 325:33, III.

C. The Licensee committed professional misconduct pursuant to RSA 325:32, II(c) by violating the National Funeral Directors Association Code of Professional Conduct, sections I-7 and I-9 by not fulfilling a material term of the prepaid contract it entered into with B.A.L.— namely engraving her head stone— and/or inadequately communicating on the issue with Cheryl Gonyea.

D. The Licensee committed professional misconduct pursuant to RSA 325:32, II(c) by not fulfilling a material term of the prepaid contract it entered into with B.A.L.— namely engraving her head stone— and/or inadequately communicating on the issue with Cheryl Gonyea.

E. Pursuant to RSA 325:32, (III)(d), and upon a finding of professional misconduct under section (II), the Board hereby retroactively **REVOKES** Licensee’s funeral home license #019-00 and embalmer and funeral license #101 as of July 1, 2021.

F. In determining what sanctions to impose, the Board considered RSA 325:32, III and the factors enumerated in Rule 304.01(f) and (g), finding no mitigating factors and the already herein mentioned aggravating factors.

**VI. CONCLUSION AND DECISION:**

Pursuant to RSA 325:32, the Board hereby retroactively **REVOKES** Licensee’s funeral home license #019-00 and embalmer and funeral license #101 as of July 1, 2021, and subjects it to further discipline as outlined above.

DATED: 3/14/2022

\_\_\_\_\_/s/ Nikolas K. Frye, Esq.\_\_\_\_\_  
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