

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

In the Matter of:  
Carlton C. Ham  
License No: 573  
(Misconduct Allegations)

Docket No. 18-005

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interest of the public and the practice of embalming and funeral directing, the New Hampshire Board of Registration of Funeral Directors and Embalmers (“Board”) and Carlton C. Ham (“Mr. Ham” or “the Respondent”) an embalmer and funeral director licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 325:32 and RSA 325:33, and Administrative Rule (“Frl”) 207 and 211 the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensees. Pursuant to RSA 325:34, V the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice embalming and funeral directing on November 5, 1979. Respondent holds license number 573. Respondent is dba H. L. Young & Company Memorial Home at 175 South Main Street in Franklin, New Hampshire.
3. In July of 2018, the Board received a complaint alleging that Respondent was unreachable to make a nursing home death removal for a client with pre-paid funeral arrangements through H. L. Young & Company Memorial Home. On or about May 12, 2018, Joann Clark made several attempts to contact Respondent to make the removal of her brother-in-law Roger L. Clark from Mountain Ridge Healthcare in Franklin, New Hampshire. Subsequently, funeral

director Raymond Neun of Thibault-Neun Funeral Home in Franklin made the removal. Mr. Neun located the Respondent and provided him the contact information for Mrs. Clark. Respondent did reach out to Mrs. Clark to confirm the arrangements were pre-paid, however, due to the delay in responding she had made funeral arrangements with Thibault-Neun Funeral Home. On or about May 12, 2018, Respondent contacted Mr. Neun indicating he would transfer the pre-paid funds to the Thibault-Neun Funeral Home but needed a death certificate. On May 14, 2018, Mr. Neun provided a death certificate via fax. Since then Mr. Neun and Mrs. Clark have made several attempts to contact Respondent by phone and in person without any response.

4. In response to the complaint, the Board appointed board member Vinnie Baiocchetti to conduct an investigation and report his findings. Prior to this investigation the Board learned Respondent had fallen behind on the property taxes of 175 South Main Street, Franklin, NH location of H.L. Young & Company Memorial Home and the City of Franklin, NH had taken the property and was starting the eviction process.
5. The investigation revealed that Respondent engaged in professional misconduct, in violation of RSA 325:32, II (c) and RSA 325:32, II (d) (3) by the following facts:
  - A. Respondent failed to transfer the funds to Mr. Neun (Thibault-Neun Funeral Home) for the pre-paid funeral arrangements of Roger L. Clark in a timely manner.
  - B. Respondent failed to return phone calls and messages left by Mr. Neun and Mrs. Clark.
  - C. Respondent exhibited professional misconduct as outlined in A and B.
  - D. Respondent exhibited a pattern of conduct inconsistent with the professional character expected of all licensees engaged in funeral directing and embalming.

6. The Board finds Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated the statutes outlined above.
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice embalming and funeral directing in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 325:32, III:
  - A. Respondent is reprimanded in accordance with RSA 325:32, III (a) for violating RSA 325:45, and RSA 325:46-a, I (b) as to issues A. and B.
  - B. Respondent is hereby fined a civil penalty of \$2,000.00 (payable to the Treasurer, State of New Hampshire) and to be received by the Board within 30 days of the effective date of this *Settlement Agreement*.
  - C. Respondent's license to practice funeral directing and embalming is suspended for a period of one year from the effective date of this *Settlement Agreement*.
  - D. Respondent is hereby required to submit to the Board an accounting of all prearranged funded funeral contracts with or written by or for, Carlton C. Ham and/or H. L. Young & Company Memorial Home detailing where the funds are deposited, to include accrued interest or provide evidence that all prearranged funded funeral contracts have been transferred to another licensed NH funeral home and the purchasers have been notified in writing of said transfer, within 15 days of the effective date of this *Settlement Agreement*. Upon such receipt, Respondent may petition the Board to reduce the civil penalty to a total fine of \$1,000.00 and license suspension to 3 months. If Respondent provides the Board with satisfactory

confirmation that such evidence has been provided, the Board shall grant the Respondent's petition to reduce the penalty and suspension.

- E. If Respondent voluntarily surrenders his New Hampshire license to practice funeral directing and embalming and provides evidence that all prearranged funded funeral contracts have been transferred to another licensed NH funeral home and the purchasers have been notified in writing of said transfer by December 15, 2018, the civil penalty and license suspension will be dismissed.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 325:32, II (g), and shall be sufficient basis for further disciplinary action by the Board.
10. 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 of a pattern of conduct 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 *Settlement Agreement* as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
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.

13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the 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 an 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: 11 / 2 / 2018



Carlton C. Ham  
Respondent

**FOR THE BOARD**

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

Date: 11 . 14 , 18



(Signature)

Timothy P. Kenney  
**(Print or Type Name)**  
Authorized Representative of the  
NH Board of Registration of Funeral  
Directors and Embalmers