

MAINE BOARD OF FUNERAL SERVICES

In re: H. LEE LAMSON and)

LAMSON FUNERAL HOME)

CONSENT AGREEMENT

Case No.: 2021-FUN-17784)
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INTRODUCTION

This Consent Agreement is between H. Lee Lamson, ("Mr. Lamson"), Lamson Funeral Home, the Maine Board of Funeral Services ("the Board"), and the Office of the Maine Attorney General ("the Attorney General"). The parties consent to this Agreement, pursuant to 10 M.R.S. § 8003 (5 - A)(C).

STATEMENT OF FACTS

1. The Board initially licensed Mr. Lamson, PR9384, as a Funeral Practitioner on December 19, 1995.
2. Mr. Lamson is the licensee in charge for Lamson Funeral Homes, Inc., License numbers HO10110, HO10111, HO11074, and HO11075.
3. On November 10, 2009, Lamson Funeral Home entered into a Mortuary Trust Agreement—Credit for Service with Person A's children for Person A.
4. Person A died in December 2020 and a funeral was held on July 26, 2021.
5. In July 2021, Mr. Lamson provided an accounting for the trust that showed that the funeral services selected amounted to \$5,817.92 less than paid.

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6. The children of Person A reported that it felt like the Mr. Lamson was dodging him and avoiding reimbursement of the \$5,817.92 that was owed as an overpayment.
 7. Mr. Lamson and Lamson Funeral Homes paid the full amount on October 4, 2021.
 8. Person A's children did not receive payment and filed a complaint on October 6, 2021. They subsequently cashed the check on October 7, 2021.
 9. Mr. Lamson reported that he was short-handed due to heavy workloads and staff shortage due to COVID-19, and was very busy.
 10. Paragraph 13 of the Maine Mortuary Trust Agreement entered into between Lamson Funeral Home and Person A, provides that "[i]f the price of the funeral goods and services and cash advance items selected is less than the account balance of the mortuary trust at the time of the beneficiary's death, the funeral home shall promptly remit the difference to [unchecked]."
 11. Paragraph 20 of the Maine Mortuary Trust Agreement entered into between Lamson Funeral Home and Person A, provides that "[t]he funeral home shall furnish the payor with a final accounting of trust funds within thirty (30) days after rendition of final services. The mortuary trust terminates upon delivery of the accounting and payment of any partial refund required by paragraph 8 or 13.
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12. Mr. Lamson acknowledges that he has the right to dispute the allegations of the complaint at an adjudicatory hearing but wishes to resolve this matter voluntarily by accepting the terms in this consent agreement.

COVENANTS

13. Mr. Lamson admits to the Facts as stated above and further admits that such conduct constitutes grounds for the Board to impose discipline on his license pursuant to:
- a. Title 10 of the Maine Revised Statutes, Section 8003(5-A)(A)(2), specifically a violation of Board Rules Chapter 15, Code of Ethics, Standard of Total Honesty (02-331 C.M.R. ch. 15, §3), which requires that Licensees conduct themselves according to a standard of total honesty at all times; and
 - b. Title 10 of the Maine Revised Statutes, Section 8003(5-A)(A)(2), specifically a violation of Title 32 of the Maine Revised Statutes, Section 1401 and of Board Rules, Chapter 16, Creation of a Mortuary Trust (02-331 C.M.R. ch. 16, § 1 Prearranged Funerals – Mortuary Trust Agreements which establishes the funeral home “has the obligations of a trustee with respect to the funds or the insurance policy and policy proceeds.”.

DISCIPLINARY COVENANTS

14. As discipline for the violations admitted to above, Mr. Lamson agrees accept the following DISCIPLINARY ACTION:
- a. **A WARNING;** and
 - b. Pay a **CIVIL PENALTY of \$500 per violation, for an AGGREGATE CIVIL PENALTY OF \$1,000** to be paid no later than 30 days after the last dated signature on this fully executed consent agreement. **Payment shall be directed to Jessica D. Farnham, Complaint Coordinator, Office of Professional and Occupational Regulation, 35 State House Station, Augusta ME 04330-0035.**
15. Violation of any of the terms or conditions of this Agreement by Mr. Lamson shall constitute a violation of 10 M.R.S. § 8003(5-A)(A)(9) and shall be grounds for discipline.
16. Mr. Lamson waives his right to an adjudicatory hearing before the Board or any court regarding all facts, terms, and conditions of this Consent Agreement. Mr. Lamson agrees that this Consent Agreement is a final order resolving Complaint No. 2021-FUN-17789.
17. The Board and Mr. Lamson agree that no further agency or legal action will be initiated against him by the Board based upon the specific violations admitted to herein, except or unless he fails to comply with the terms and conditions of
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this Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Mr. Lamson. The Board may also consider the fact that discipline was imposed by this Agreement in determining appropriate discipline in any further complaints against Mr. Lamson.

18. This Agreement is not appealable and is effective until modified or rescinded by the parties to this Agreement.
19. This Agreement cannot be modified orally. It can only be modified by writing and only if signed by all of the parties to the Agreement and approved by the Office of the Attorney General. Requests for modification or amendment of this Consent Agreement must be made in writing and submitted to the Board. The Board may deny such a request, grant such a request, or grant such a request in part. A Board decision regarding a request to modify or amend this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.
20. The Board and the Office of the Attorney General may communicate and cooperate regarding Mr. Lamson's practice or any other matter relating to this Agreement.

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21. This Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408-A.
 22. Nothing in this Agreement shall be construed to affect any right or interest of any person not a party hereto.
 23. Mr. Lamson acknowledges by his signature hereto that he has read this Agreement, that he has had an opportunity to consult with an attorney before executing this Agreement, that he has executed this Agreement of his own free will, and that he agrees to abide by all the terms and conditions set forth in this Agreement.
 24. This Consent Agreement may be signed in counterparts, with all counterparts together constituting one original instrument. Signatures below may be applied and/or saved electronically, and such electronic signatures will be given the same effect as a paper document signed in ink.
 25. Terms of this Consent Agreement constitute the entire agreement between and among the parties.
 26. If any provision of this Consent Agreement is for any reason determined to be invalid, the effectiveness and enforceability of all other provisions of the Consent Agreement shall not be affected by such determination.
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27. If Mr. Lamson or his counsel fails to date, sign, and return this Consent Agreement to the Board for receipt within 30 days of receipt the Board will resolve all of the above pending complaint by holding a public, adversarial adjudicatory hearing.
28. This Consent Agreement becomes effective on the date that the last signature is affixed to this agreement.
29. Mr. Lamson acknowledges that if he or his duly authorized counsel signs this agreement, that he acknowledges that he has read this Consent Agreement, that he has had an opportunity to consult an attorney before signing this Consent Agreement, that he signed this Consent Agreement of his own free will and without undue influence of any kind from any person, and that he agrees to abide by all terms and conditions set forth herein.

Signature Page to follow

Dated:

06/27/2022



H. Lee Lamson, Licensee
Individually and on behalf of
Lamson Funeral Homes

Dated: Jul 12, 2022



Chad Poitras (Jul 12, 2022 08:10 EDT)

Chad Poitras
Board Chairperson

Dated: 7-12-22



Elizabeth W. Stivers
Assistant Attorney General