

Memorandum of Settlement
Under section 19 of the Funeral Services Act, RSA 2000, c.F-9

Between

Alberta Funeral Services Regulatory Board (the “AFSRB”)

and

Snodgrass Funeral Home Ltd. (the “Business”)

and

Lee Anne Snodgrass (the “Business Manager”)

RE: Permitting an unlicensed person (Shan McLennan) to conduct licensed activities for Snodgrass Funeral Home Ltd. under Business Manager Licence for Lee Anne Snodgrass

WHEREAS:

The Business operates in three locations under two different corporate entities: High River, Pincher Creek (Snodgrass Funeral Home Ltd.) and Okotoks (Snodgrass Funeral Home (Okotoks) Ltd.);

The Funeral Services Act (the “Act”), RSA 2000, c.F-9 (the “Act”) and the General Regulation (the “Regulation”), AR. 226/1998 requires annually:

- Under section 24 of the Regulation, those individual funeral professional licensees working for the Business to annually provide continuing education and a signed licensing declaration (other information required by the Director),
- the Business Manager to submit the licence renewals and all fees, and ensure only licensed funeral professionals are completing licensed activities; and
- the Business to ensure that the Business Manager follows the requirements for a business manager under section 18 of the Regulation;

Section 3 of the Act provides:

(2) No person shall, unless that person holds a funeral director licence, solicit to enter into or enter into a funeral services contract as agent for a person who holds a funeral services business licence.

(4) No person shall embalm human remains pursuant to a funeral services contract unless the person holds an embalmer licence;

In 2023, Mr. Shan McLennan did not complete any continuing education for 2022-2023 and 2023-2024 and as such did not meet the requirements for licence renewal and during the period when he was unlicensed, he conducted activities which require a funeral director/embalmer licence;

The Business Manager permitted Mr. McLennan to conduct activities which require a funeral director/embalmer licence without a funeral director/embalmer licence as required by the Act and the Regulation;

Under section 19 of the Act, if the Director discovers that a licensee has contravened this Act or the regulations, the Director may, instead of acting pursuant to section 15 of the Act, enter into an agreement respecting the matter with the licensee where in the Director's opinion it is in the public interest to do so, subject to any terms and conditions the Director considers appropriate, including payment of all or part of the investigation costs by the licensee;

The parties acknowledge that the Director has delegated authority to act under section 19 to the AFSRB;

It is the desire of the parties to settle the issues arising from the above in accordance with the terms and conditions set out in this Memorandum of Settlement under the provisions of section 19 of the Act;

The parties agree that the terms and conditions provided in this Memorandum of Settlement constitute a full and final resolution of the matters identified in the Memorandum of Settlement;

THEREFORE, the parties agree to resolve the identified issues on the following terms:

1. Timing for Filing

1.1. The Business and the Business Manager agree that:

1.1.1. If Mr. McLennan is to remain employed by the Business, then he shall:

1.1.1.1. File, through the AFSRB online licensing portal, evidence of his 6 credits of continuing education, 3 credits from 2022-2023 and 3 credits from 2023-2024 with the AFSRB; all of which are outstanding, and must complete credits for the current year; and

1.1.1.2. Apply, through the AFSRB online licensing portal, for a funeral director/embalmer license. The AFSRB will provide assistance to Mr. McLennan in the same manner as it provides assistance to other regulated professionals to access the online licensing portal.

1.1.2. Until the AFSRB confirms to the Business and Business Manager in writing that it has issued the funeral director/embalmer licence to Mr. McLennan, the Business and the Business Manager shall ensure that Mr. McLennan does not conduct any activities on behalf of the Business and the Business Manager which require licences under the Act.

1.1.3. The AFSRB shall issue a funeral director/embalmer licence to Mr. McLennan upon the steps contemplated in section 1.1.1 having been taken and the complaint resolved.

1.2. If the Business or the Business Manager fails to comply with the above requirements in Section 1.1.2, the AFSRB:

- 1.2.1. May, but is not required to notify the Business or the Business Manager or both that the Business or the Business Manager has failed to comply with the obligations in Section 1.1.2 above;
- 1.2.2. May refer the matter of the failure by the Business or the Business Manager or both under Section 1.1.2 to the Board for its consideration for additional disciplinary action under the Act, subject to the standard practice of the AFSRB regarding publication of the hearing, penalties and the publication of any penalty imposed by the AFSRB; and
- 1.2.3. When referring the matter to the hearing panel of the AFSRB under section 1.2.2 above, AFSRB shall provide the Business and the Business Manager with a copy of its referral as soon as reasonably possible upon making the referral. The parties acknowledge that they will be provided notice of any hearing conducted by a hearing panel of the AFSRB.

2. Administrative Penalty

- 2.1. The Business and the Business Manager shall, upon execution hereof, pay an administrative penalty of \$6,500 to the AFSRB for permitting Mr. McLennan to conduct activities on their behalf without the appropriate licensing under the Act and the Regulation.

3. Use of Settlement Agreement

- 3.1. The Business and the Business Manager agree that the terms of this Memorandum of Settlement may be placed before the hearing panel of the AFSRB if the Executive Director refers future breaches of the obligations under Section 1.1.2 of this Memorandum of Settlement before the hearing panel of the AFSRB for the purposes of requesting additional disciplinary action and may argue that the Business and Business Manager's conduct in breach of this Memorandum of Settlement is an aggravating factor for the hearing panel of the AFSRB to consider in its decision.

4. Entire Agreement:

- 4.1. This Memorandum of Settlement contains all the terms and conditions agreed to by the parties to it. Any amendments to this Memorandum of Settlement shall be effective only if expressed in writing and signed by both parties.
- 4.2. If any provision of this Memorandum of Settlement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Memorandum of Settlement shall, nevertheless, remain in full force and effect. No provision of this Memorandum of Settlement shall be deemed dependent on any other provision unless expressly so stated in this Memorandum of Settlement.

5. Acknowledgement by Business and Business Manager

- 5.1. The Business and the Business Manager acknowledge that they have not been influenced or coerced to any extent whatsoever by any representations, statements or conduct or any description on the part of the AFSRB or anyone on its behalf, and acknowledge that:

5.1.1. They have carefully read this Memorandum of Settlement, fully understands the terms and conditions of this Memorandum of Settlement, and voluntarily accept the terms and conditions; and

5.1.2. They have had an opportunity to obtain such independent legal advice with respect to these matters to the extent he has deemed appropriate.

6. General

6.1. This Memorandum of Settlement may be signed in counterpart and all counterparts together shall constitute a single document. The fact of execution of this Memorandum of Settlement by either party may be communicated to the other by way of a signed pdf and electronic transmission of the Memorandum of Settlement.

6.2. The headings in this Memorandum of Settlement are for convenience only and do not in any way limit or amplify the terms and provisions of this Memorandum of Settlement.

6.3. The terms of this Memorandum of Settlement are mutual covenants being binding from the date hereof and not mere recitals of intent subject to ratification and shall be and remain binding on the respective heirs, executors, administrators, successors and assigns of the parties as the case may be.

6.4. The terms of the Memorandum of Settlement shall be construed in accordance with the laws of the Province of Alberta.

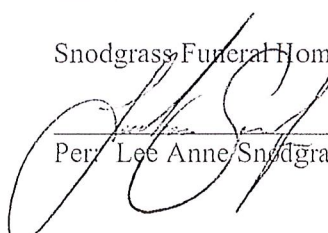
Dated at Sherwood Park, this _____ day of
December, 2024.

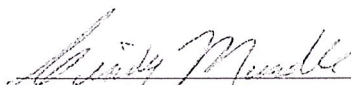
AFSRB


Per: Karen Carruthers

Dated in High River, this 9 day of December,
2024.

Snodgrass Funeral Home Ltd


Per: Lee Anne Snodgrass, General Manager


Witness (signature) to Lee Anne

Snodgrass

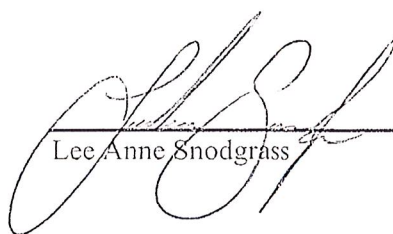
(not a spouse or relative)

Dated in High River, this 9 day of December,
2024.

CINDY MUNDLE
Name of Witness (print)

301 MACLEOD TR SW
Work Address of Witness HIGH RIVER, AB

(403) 895-6621
Work Phone number of Witness


Lee Anne Snodgrass