

1 these rights are being voluntarily waived by RESPONDENT in exchange for the BOARD'S
2 acceptance of this Consent Decree.

3 If the Consent Decree is not accepted by the BOARD, no member of the BOARD will
4 be disqualified from further hearing of this matter, by reason of his or her consideration of
5 the Consent Decree and RESPONDENT hereby waives any claim of bias or prejudice based
6 upon said consideration by any member of the BOARD in any subsequent disciplinary
7 hearing conducted by the BOARD.

8 JURISDICTION

9 RESPONDENT acknowledges that the BOARD has jurisdiction over it and the
10 conduct alleged in the Complaint. RESPONDENT acknowledges that the BOARD has the
11 legal power and authority to take disciplinary action, including, but not limited to, the
12 revocation of its certificate to operate a cemetery in Nevada.

13 RESPONDENT acknowledges that the BOARD will retain jurisdiction over this
14 matter until all terms and conditions set forth in this Consent Decree have been met to the
15 satisfaction of the BOARD.

16 PUBLICATION OF CONSENT DECREE

17 RESPONDENT acknowledges that at the time this Consent Decree becomes
18 effective, it also becomes a public document and will be reported to the State of Nevada,
19 Legislative Council Bureau, Disciplinary Action Reporting System; and such other national
20 databases as required by law. It is also understood that any meeting during which the
21 BOARD considers and accepts or rejects this Consent Decree is open to the public and that
22 the minutes of the BOARD meeting are a public document, available for inspection by any
23 person so requesting.

24 INDEMNIFICATION

25 RESPONDENT, for itself, its heirs, executors, administrators, successors and
26 assigns, hereby indemnifies and holds harmless the State of Nevada, the BOARD, the
27 Nevada Attorney General's office and each of their members, agents and employees in their
28 individual and representative capacities against any and all claims, suits, demands,

1 actions, debts, damages, costs, charges, and expenses, including court costs and attorney's
2 fees against any persons, entities, as well as all liability, losses, and damages of any nature
3 whatsoever that the persons and entities named in this paragraph shall have or may at
4 any time sustain or suffer by reason of this investigation, this disciplinary action, this
5 settlement or its administration.

6 **STIPULATED FACTS AND CONCLUSIONS OF LAW**

7 **RESPONDENT** understands the nature of the allegations under consideration by
8 the **BOARD**. It acknowledges that the conduct alleged in the Complaint, if proven, could
9 constitute violations of the Nevada Board of Funeral and Cemetery Services Practice Act
10 (NRS and NAC 642) and NRS Chapter 452. It further recognizes that if this matter were
11 to be taken to a disciplinary hearing before the **BOARD**, there is a likelihood that the
12 following allegations could be proven as true, and that as a result it would be subject to
13 disciplinary action by the **BOARD**. As such, **RESPONDENT** does not contest the following
14 allegations:

15 1. **RESPONDENT** held a valid certificate to operate a cemetery on the date of
16 the alleged violations and continues to hold a valid certificate through the present day.

17 2. The first informal complaint was received by the **BOARD** on or about
18 August 2, 2019, alleging that the cemetery grounds are not being properly managed.
19 Specifically, the allegations are as follows.

20 a. there are areas where the sod has been allowed to die, while other areas
21 have well maintained grass;

22 b. there is a significant weed problem;

23 c. there are significant problems with the asphalt within the cemetery,
24 including deep pot holes and cracking;

25 d. the grave markers and headstones are not properly aligned and many
26 of the grave markers are sinking and uneven; and

27 e. items left by families are allowed to clutter the grounds and are not
28 removed.

1 3. The second informal complaint was received by the BOARD on or about
2 September 30, 2019, alleging that the cemetery grounds are not being properly managed.
3 Specifically, the allegations are as follows:

4 a. there are areas where the sod has been allowed to die, while other areas
5 have well maintained grass;

6 b. there are significant problems with the asphalt within the cemetery,
7 including deep pot holes and cracking;

8 c. the grave markers and headstones are not properly aligned and many
9 of the grave markers are sinking and uneven; and

10 d. the cemetery is allowing for RV storage on the grounds.

11 4. NRS 642.5174(11) states that unprofessional conduct includes violation of any
12 provision of this chapter, any regulation adopted thereto or any order of the Board.

13 5. NRS 642.5174(18) states that unprofessional conduct includes unethical
14 practices contrary to the public interest as determined by the Board.

15 6. NRS 452.030 states that a cemetery owner shall keep the cemetery in an
16 orderly condition.

17 7. That pursuant to Nevada Revised Statute (NRS) 642.5175:

18 The following acts are grounds for which the Board may take
19 disciplinary action against any person who holds a license, permit
or certificate issued by the Board:

- 20 1) Conviction of a crime involving moral turpitude.
21 2) Unprofessional conduct.
22 3) False or misleading advertising.
23 4) Conviction of a felony relating to the practice of funeral
directors.
24 5) Conviction of a misdemeanor that is related directly to the
business of a funeral establishment.

25 8. That pursuant to Nevada Revised Statute (NRS) 642.5176:

26 1. If the Board determines that a person who holds a license,
27 permit or certificate issued by the Board has committed any of the
28 acts set forth in NRS 642.5175, the Board may:

- (a) Refuse to renew the license or permit;
(b) Revoke the license or permit;

- (c) Suspend the license or permit for a definite period or until further order of the Board;
(d) Impose a fine of not more than \$5,000 for each act that constitutes a ground for disciplinary action;
(e) Place the person on probation for a definite period subject to any reasonable conditions imposed by the Board;
(f) Administer a public reprimand; or
(g) Impose any combination of disciplinary actions set forth in paragraphs (a) to (f), inclusive.
2. The Board shall not administer a private reprimand.
3. An order that imposes discipline and the findings of fact and conclusions of law supporting that order are public records.

9. RESPONDENT does not materially contest the allegations and acknowledges that as a consequence it is subject to discipline pursuant to the above charges and statutory provisions.

10. RESPONDENT enters this agreement to resolve this dispute, but does so without admitting to liability or fault to the BOARD or any other persons regarding any allegations listed in the Consent Decree. The parties agree that this consent decree is inadmissible as evidence in a court of law to prove liability or fault.

STIPULATED ADJUDICATION

RESPONDENT stipulates that pursuant to the authority of NRS 642.5176, its cemetery certificate number CEM30 shall be placed on probation for two (2) years. During the term of probation, RESPONDENT agrees to comply with the following conditions:

1. Within thirty (30) days of the approval and execution of this Consent Decree, RESPONDENT shall pay nine hundred eighty-seven dollars and 90/100 (\$987.90) in attorney's fees and costs.

a. No grace period is permitted. Full payment not actually received by the BOARD on or before the thirty (30) days as indicated above, shall be construed as an event of default by RESPONDENT.

b. In the event of default, RESPONDENT agrees that its cemetery certificate shall be immediately suspended. The suspension of RESPONDENT's certificate shall continue until the unpaid balance is paid in full and the suspension is subject to being reported to all appropriate agencies.

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1 c. RESPONDENT acknowledges that the BOARD has the legal power and
2 authority to take action against it, including instituting debt collection actions for unpaid
3 monetary assessments in this case.

4 2. RESPONDENT shall immediately assign one staff member as the designated
5 individual to handle all consumer complaints related to grounds and services at the
6 cemetery. That staff member shall submit a quarterly report to the Board detailing each
7 complaint and what was done to address the complaint.

8 3. Within ninety (90) days from the fully executed and approved consent decree,
9 RESPONDENT shall make all repairs to the irrigation system to ensure adequate watering
10 of the grounds so there are no longer large dead patches of grass throughout the cemetery.
11 Upon completion of repairs, RESPONDENT will provide a written report to the BOARD,
12 notifying it that the irrigation system repairs are completed.

13 4. Within sixty (60) days from the completion of irrigation system repairs,
14 RESPONDENT shall repair, raise, straighten, and realign any irrigation boxes which are
15 sunken or raised which pose a tripping hazard.

16 5. Within ninety (90) days from the completion of irrigation system repairs,
17 RESPONDENT shall re-sod all areas that have either dead or non-existent sod.

18 6. Within sixty (60) days of completion of irrigation system repairs,
19 RESPONDENT shall assign a grounds keeper to be responsible for raising/realigning
20 headstones at a rate of at least twenty-five (25) per week for the term of the probation. The
21 individual shall document by photograph the headstones before raise/realign, and after
22 raise/realign, and provide the documentation to the Board monthly upon the fully executed
23 and approved consent decree.

24 7. Within twenty-four (24) months from the fully executed and approved consent
25 decree, RESPONDENT shall repair/resurface any sections of the road throughout the
26 cemetery that is damaged, has potholes, or otherwise requires re-paving.

27 8. RESPONDENT shall ensure adequate weed control on all areas of the
28 property at all times.

1 9. RESPONDENT is prohibited from allowing RV storage on the cemetery
2 grounds.

3 10. RESPONDENT shall review written policies and procedures regarding items
4 left on gravesites by families and ensure that disallowed items are cleared from gravesites
5 semi-annually.

6 11. RESPONDENT shall obey all federal, state and local laws, and orders of the
7 BOARD, which are not inconsistent with this Consent Decree, pertaining to the operation
8 of a funeral establishment in this State. From the date of execution of this Consent Decree
9 until RESPONDENT satisfies the payment terms of the Stipulated Adjudication Section 1,
10 RESPONDENT shall report any and all violations to the BOARD in writing within
11 seventy-two (72) hours.

12 12. RESPONDENT agrees that it will be financially responsible for all
13 requirements of this Consent Decree, including the cost of any reasonable financial
14 assessments by the BOARD for the cost of monitoring its compliance or carrying out the
15 provisions of this Consent Decree upon a determination of non-compliance with the
16 provisions of this Consent Decree. The BOARD will provide RESPONDENT with an
17 itemized accounting of costs for which it believes RESPONDENT will be financially
18 responsible. RESPONDENT retains the right to challenge the reasonableness of the
19 itemized costs.

20 13. If at any time during the probationary period, an aspect of the cemetery is
21 determined to not be in an orderly condition, RESPONDENT shall be given specific notice
22 (i.e., pictures or detailed description of the disorderly condition and its location).
23 RESPONDENT shall cure this condition in a reasonably, commercially feasible time period
24 agreed to by the Board Executive Director prior to the termination of the two (2) year
25 probationary period and shall provide evidence (i.e., pictures) of the remedied condition.

26 14. Sixty (60) days before the end of RESPONDENT's probation, RESPONDENT
27 shall submit a written report to the BOARD outlining its compliance with the Consent
28 Decree. After receiving RESPONDENT's report, the Chair of the BOARD or his/her

1 designee, the Executive Director and the BOARD counsel may request to meet with
2 RESPONDENT and/or request additional information. Unless the Board initiates any
3 additional investigation or orders an additional probationary period, RESPONDENT's
4 probation will automatically be terminated after two (2) years from the effective date of the
5 Consent Decree and RESPONDENT fully reinstated.

6 **VIOLATION OF TERMS OF CONSENT DECREE**

7 RESPONDENT understands that the BOARD may, upon thirty (30) days' notice to
8 RESPONDENT, convene a hearing for the limited purpose of establishing that it violated
9 the terms of this Consent Decree. If such a hearing results in a finding of a violation of this
10 Consent Decree, the BOARD may impose any penalty upon RESPONDENT authorized by
11 NRS 642.5176 including, but not limited to, revocation of its permit to operate a funeral
12 establishment in the State of Nevada.

13 RESPONDENT agrees to waive its right to appeal the substantive legal basis of the
14 original disciplinary action, which is the basis for this Consent Decree. RESPONDENT
15 does not waive its right to appeal alleged violations regarding subsequent monitoring or
16 hearing to enforce the Consent Decree. In the event an alleged violation of the Consent
17 Decree is taken to hearing and the facts which constitute the violation are determined to
18 be not proven, no disciplinary action shall be taken by the BOARD.

19 **ACCEPTANCE BY THE BOARD**

20 This Consent Decree will be presented and accepted by the BOARD with a
21 recommendation for approval from the Attorney General's Office at its next meeting.

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1 **COMPLETE CONSENT DECREE**

2 This Consent Decree embodies the entire agreement between the BOARD and
3 RESPONDENT. It may not be altered, amended, or modified without the express written
4 consent of the parties.

5 DATED this 18th day of MAY, 2020

6 By: 

PAUL ELLIOTT, Senior Vice President
and Regional Partner
Carriage Cemetery Services, Inc.
Bunkers Memory Gardens Cemetery
7251 West Lone Mountain Road
Las Vegas, NV 89129
Respondent

DATED this 18th day of MAY, 2020.

By: 

ALEXANDRIA L. LAYTON
Evans Fears & Schuttart LLP
2300 West Sahara Avenue, Suite 950
Las Vegas, NV 89102
Attorneys for Respondent

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18 The foregoing Consent Decree between RESPONDENT and the STATE OF
19 NEVADA FUNERAL AND CEMETERY SERVICES BOARD regarding Case Nos.
20 FB19-08 and FB19-15 is approved as to form and content.

21 **AARON B. FORD**
22 Attorney General

23 By: 

24 **HENNA RASUL** (Bar No. 7492)
25 Senior Deputy Attorney General
26 100 North Carson Street
27 Carson City, NV 89701
28 (775) 684-1234
(775) 684-1108
hrasul@ag.nv.gov
*Attorneys for Petitioner, State of Nevada
Funeral and Cemetery Services Board*

1 ORDER


2 By a majority vote on the 25th Day of June, 2020, the State of Nevada Board
3 of Funeral and Cemetery Services approved and adopted the terms and conditions set forth
4 in the attached Consent Decree with BUNKERS MEMORY GARDENS CEMETERY,
5 Certificate No. CEM30.

6 IT IS HEREBY ORDERED AND MADE EFFECTIVE.

7 DATED this 25th day of June, 2020

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9 STATE OF NEVADA FUNERAL AND
10 CEMETERY SERVICES BOARD

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12 By:

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14 DR. RANDY SHARP
15 Board Chairman
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