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**BEFORE THE STATE OF NEVADA  
FUNERAL AND CEMETERY SERVICES**

**IN THE MATTER OF:**  
**SIMPLE CREMATION, INC.,**  
**East Sahara Location,**  
**Direct Cremation Facility Permit**  
**No. DC90L**

Respondent.

Case No. FB21-13

**CONSENT DECREE**

The State of Nevada Board of Funeral and Cemetery Services ("BOARD") having jurisdiction over SIMPLE CREMATION, INC., Direct Cremation Facility Permit No. DC90L ("RESPONDENT"), pursuant to NRS 642.5175; a complaint against said permit holder having been received alleging violations of the Nevada statutes and regulations controlling direct cremation facilities and funeral directors; and the parties being mutually desirous of settling the controversy between them relative to the pending complaint;

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

**VOLUNTARY WAIVER OF RIGHTS**

RESPONDENT is aware of, understands, and has been advised of the effect of this Consent Decree, which they have carefully read and fully acknowledged. RESPONDENT has had the opportunity to consult with competent counsel of their choice.

RESPONDENT has freely and voluntarily entered into this Consent Decree, and is aware of their rights to contest the charges. These rights include representation by an attorney at their own expense, the right to file an answer in response to a formal complaint, the right to a public hearing on any charges or allegations formally filed, the right to confront and cross-examine witnesses called to testify against them, the right to present evidence on their own behalf, the right to testify on their own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the

1 complaint, and the right to obtain judicial review of the decision. All of these rights are  
2 being voluntarily waived by RESPONDENT in exchange for the BOARD'S acceptance of  
3 this Consent Decree.

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

### 9 JURISDICTION

10 RESPONDENT acknowledges that the BOARD has jurisdiction over them and the  
11 conduct alleged in the Complaint. RESPONDENT acknowledges that the BOARD has the  
12 legal power and authority to take disciplinary action, including, but not limited to, the  
13 revocation of permits to operate a direct cremation facility in Nevada.

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

### 17 PUBLICATION OF CONSENT DECREE

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

### 25 INDEMNIFICATION

26 RESPONDENT, for themselves, their heirs, executors, administrators, successors  
27 and assigns, hereby indemnifies and hold harmless the State of Nevada, the BOARD, the  
28 Nevada Attorney General's office and each of its members, agents and employees in their

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

7 **STIPULATED FACTS AND CONCLUSIONS OF LAW**

8 RESPONDENT understands the nature of the allegations under consideration by  
9 the BOARD. They acknowledge that the conduct alleged in the complaint, if proven,  
10 constitutes violations of the Nevada Board of Funeral and Cemetery Services Practice Act  
11 (NRS and NAC 642). They further recognize that if this matter were to be taken to a  
12 disciplinary hearing before the BOARD, there is a substantial likelihood that the following  
13 allegations could be proven as true, and that as a result they would be subject to  
14 disciplinary action by the BOARD. As such, RESPONDENT does not contest the following  
15 allegations:

16 1. RESPONDENT held a valid direct cremation facility permit referenced in this  
17 document on the dates of the alleged violations, and continue to hold said permits through  
18 the present day.

19 2. A complaint was received by the BOARD on or about June 4, 2021, alleging  
20 the following:

- 21 a. That Decedent SE died on March 18, 2021, at his home in Laughlin,  
22 NV.
- 23 b. That funeral arrangements were initiated by complainant after  
24 reviewing their website.
- 25 c. That Complainant was led to purchase the "At-Need Cremation Plan"  
26 advertised on the website as a "One-Time Payment" of \$799.00, and  
27 was then later charged additional fees for transportation of the  
28 decedent's remains and a "human remains pouch."

1 d. That RESPONDENT's website listed a "One-Time Payment" of \$799.00  
2 for a cremation package making note that the package did not include  
3 a \$10 Funeral Board Regulatory Fee, but referenced no other potential  
4 fees.

5 3. NRS 642.5174(1) which states that unprofessional conduct includes  
6 misrepresentation or fraud in the operation of a funeral establishment, direct cremation  
7 facility, cemetery or crematory, or the practice of a funeral director or funeral arranger.

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

10 5. NRS 642.5174(15) which states that unprofessional conduct includes  
11 unethical practices contrary to the public interest as determined by the Board.

12 6. Pursuant to Nevada Revised Statute (NRS) 642.5175:

13 The following acts are grounds for which the Board may  
14 take disciplinary action against a person who holds a license,  
15 permit, or certificate issued by the Board pursuant to this chapter  
16 or chapter 451 or chapter 452 of NRS, or may refuse to issue such  
17 a license, permit, or certificate to an applicant therefor:

- 18 1. Conviction of a crime involving moral turpitude.
- 19 2. Unprofessional conduct.
- 20 3. False or misleading advertising.
- 21 4. Conviction of a felony relating to the practice of funeral  
22 directors or funeral arrangers.
- 23 5. Conviction of a misdemeanor that is related directly to the  
24 business of a funeral establishment, direct cremation facility,  
25 cemetery, or crematory.

26 7. Pursuant to Nevada Revised Statute (NRS) 642.5176:

27 1. If the Board determines that a person who holds a license,  
28 permit or certificate issued by the Board pursuant to this  
chapter or chapter 451 or 452 of NRS has committed any of  
the 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

1 (g) Impose any combination of disciplinary actions set forth in  
2 paragraphs (a) to (f), inclusive.

- 3 2. The Board shall not administer a private reprimand.  
4 3. An order that imposes discipline and the findings of fact and  
5 conclusions of law supporting that order are public records.

6 8. RESPONDENT does not contest the allegations in the Complaint and  
7 acknowledge that as a consequence they are subject to discipline pursuant to the above  
8 charges and statutory provisions.

9 **STIPULATED ADJUDICATION**

10 RESPONDENT stipulates that pursuant to the authority of NRS 642.5175(2) and  
11 NRS 642.5176(f), the BOARD will administer a PUBLIC REPRIMAND and  
12 RESPONDENT must comply with the following conditions:

13 1. Within thirty (30) days of the approval and execution of this Consent Decree,  
14 RESPONDENT shall pay three hundred and twenty-six and 00/100 dollars (\$326.00) in  
15 attorney's fees and costs and a five-hundred-dollar (\$500.00) fine to the direct cremation  
16 facility.

17 a. No grace period is permitted. Full payment not actually received by  
18 the BOARD on or before the thirty days as indicated above, shall be  
19 construed as an event of default by RESPONDENTS.

20 b. In the event of default, RESPONDENTS agree that their funeral  
21 establishment permit and funeral director license shall be immediately  
22 suspended. The suspension of RESPONDENTS' permit and license  
23 shall continue until the unpaid balance is paid in full and the  
24 suspension is subject to being reported to all appropriate agencies.

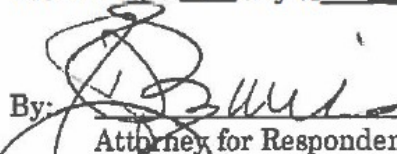
25 2. RESPONDENT has voluntarily removed and will keep the "One-Time  
26 Payment" language off of the Respondent's websites, pamphlets, and all other advertising,  
27 marketing, and informational messaging in all forms of media including electronic and  
28 physical media.



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 8 day of August, 2022.

6  
7 By:   
8 Attorney for Respondents


9 DATED this 8 day of AUGUST, 2022.

10  
11 By: Ryan Bowen  
12 Ryan Bowen  
13 President

14 The foregoing Consent Decree between SIMPLE CREMATION, INC. and the STATE  
15 OF NEVADA FUNERAL AND CEMETERY SERVICES BOARD in Case No. FB21-13 is  
16 approved as to form and content.

17 DATED this 9th day of August, 2022.

18  
19 AARON D. FORD  
Attorney General

20  
21 By:   
22 JOEL BEKKER  
23 Deputy Attorney General  
24 Nevada Bar No. 16171C  
25 Attorneys for Petitioner  
26 State of Nevada, Board of  
27 Funeral and Cemetery Services  
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ORDER

By a majority vote on the 25<sup>th</sup> day of August, 2022, the State of Nevada Board of Funeral and Cemetery Services approved and adopted the terms and conditions set forth in the attached Consent Decree with Simple Cremation, Inc., and Mitchell Amos.

IT IS HEREBY ORDERED AND MADE EFFECTIVE.

DATED this 29<sup>th</sup> day of August, 2022.

By:   
Dr. Randy Sharp, Chairman  
for the Board of Funeral and Cemetery Services