

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

3
4 IN THE MATTER OF:

5 BRANDY HALL,
6 Funeral Director License FD944

Case No. FB23-19

7 Respondent.

8 **CONSENT DECREE**

9 The State of Nevada Board of Funeral and Cemetery Services ("BOARD") having
10 jurisdiction over BRANDY HALL, Funeral Director License No. FD944 ("RESPONDENT"),
11 pursuant to NRS 642.5175, and in consideration of the informal complaint against
12 RESPONDENT alleging violations of the Nevada Statutes and regulations controlling the
13 practice of Funeral Directors in the State, and the parties being mutually desirous of
14 settling the controversy between them relative to the pending matter;

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

17 **VOLUNTARY WAIVER OF RIGHTS**

18 RESPONDENT is aware of, understands, and has been advised of the effect of this
19 Consent Decree, which she has carefully read and fully acknowledged. RESPONDENT has
20 had the opportunity to consult with competent counsel of her choice.

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

1 being voluntarily waived by RESPONDENT in exchange for the BOARD'S acceptance of
2 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. RESPONDENTS hereby waive 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 her and the
10 conduct alleged in this matter. 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 licenses to practice as a Funeral Director 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 themselves, their heirs, executors, administrators, successors and
26 assigns, hereby indemnifies and hold harmless the State of Nevada, the BOARD, the
27 Nevada Attorney General's office and each of its 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**. They acknowledge that the conduct alleged, if proven, constitutes violations
9 of the Nevada Board of Funeral and Cemetery Services Practice Act (NRS and NAC 642).
10 They further recognize that if this matter were to be taken to a disciplinary hearing before
11 the **BOARD**, there is a substantial likelihood that the following allegations could be proven
12 as true, and that as a result they would be subject to disciplinary action by the **BOARD**. As
13 such, **RESPONDENT** does not contest the following allegations:

14 1. At all times relevant to this matter **RESPONDENT** was and still is licensed
15 as a Funeral Director.

16 2. At all times relevant to this matter **RESPONDENT** was the managing
17 Funeral Director at Kraft-Sussman Funeral and Cremation Services, 3975 South Durango
18 Drive, Suite 104, Las Vegas, 89147 ("Kraft Sussman").

19 3. On or about September 1, 2023, Marilyn Gallup filed an informal complaint
20 ("informal complaint") against **RESPONDENT**. **RESPONDENT** was informed by the
21 **BOARD** of the informal complaint on September 6, 2023, and provided a response on
22 September 9, 2023.

23 4. Subsequent to the informal complaint, **BOARD** investigator Dr. Wayne
24 Fazzino began an investigation into the violations alleged in the informal complaint.

25 5. As found during the course of the investigation, Marilyn Gallup is the mother
26 of the decedent, Jeffery Robert Gallup ("Decedent"). Marilyn Gallup lives in California and
27 the Decedent passed away in Las Vegas, Nevada on June 28, 2023.

28 ...

1 6. Marilyn Gallup met with RESPONDENT on June 29, 2023, at Kraft-Sussman
2 Funeral services in Las Vegas and contracted to have Decedent transported to Los Angeles
3 for a funeral to be held on July 3, 2023, at Hillside Memorial Park (“Hillside”) in Los
4 Angeles.

5 7. RESPONDENT scheduled transportation for Decedent to be transported via
6 Delta Airlines cargo. The flight was scheduled to depart Las Vegas at 6:17 pm on July 1,
7 2023, with a scheduled landing in Los Angeles at 7:38 pm on July 1, 2023. RESPONDENT
8 received an email confirmation of the booking from Delta stating that “Shipment must be
9 dropped off by 11:00 am 07/01/2023” with the time of 11:00 am highlighted in red font.

10 8. RESPONDENT arranged for her transportation team, namely Las Vegas
11 Mortuary Transport LLC (“Mortuary Transport”), to transport Decedent from Kraft-
12 Sussman to the airport.

13 9. Mortuary Transport picked up the Decedent from Kraft-Sussman at
14 approximately 1:30 pm on July 1, 2023 (a Sunday) and arrived at Delta Cargo at
15 approximately 2:17 pm. Mortuary Transport then noticed a note on the door stating that
16 Delta Cargo’s hours are from 7:00 am until 1:00 pm on Saturdays and Sundays.

17 10. Although the flight was scheduled to leave at 6:17 pm, and Mortuary Services
18 arrived at 2:17 pm, Delta Cargo had already closed more than an hour earlier, at 1:00 pm.
19 As such Decedent was not able to be shipped to Los Angeles.

20 11. The following day, July 2, 2023, Marilyn Gallup arranged for Hillside to drive
21 from Los Angeles to Kraft-Sussman in Las Vegas to pick up the Decedent and take him
22 back to Los Angeles. The July 3, 2023, scheduled funeral was still able to go forward.

23 12. NRS 642.345(3) states that the funeral director is responsible for the proper
24 management of each funeral establishment or direct cremation facility of which the funeral
25 director is the manager.

26 13. NRS 642.5175(2) states the Board may take disciplinary action against a
27 person who is licensed by the BOARD pursuant to this chapter for “unprofessional
28 conduct.”

1 14. NRS 642.5174(1) defines “unprofessional conduct” as “[m]isrepresentation or
2 fraud in the operation of a funeral establishment, direct cremation facility, cemetery or
3 crematory, or the practice of a funeral director or funeral arranger.”

4 15. RESPONDENT engaged in unprofessional conduct when she misrepresented
5 that she would have the Decedent transported via Delta Cargo, and then failed to have that
6 done; the Decedent could not be transported via Delta Cargo because he was not taken to
7 the airport on time despite Delta sending RESPONDENT a confirmation email directing
8 her to make sure the decedent was delivered to the airport by a specific time.

9 16. NRS 642.5176 sets out the authorized discipline as such:

10 NRS 642.5176 Authorized disciplinary action; private
11 reprimands prohibited; orders imposing discipline deemed public
12 records.

13 1. If the Board determines that a person who holds a license,
14 permit or certificate issued by the Board pursuant to this chapter
15 or chapter 451 or 452 of NRS has committed any of the acts set
16 forth in NRS 642.5175, the Board may:

17 (a) Refuse to renew the license, permit or certificate;

18 (b) Revoke the license, permit or certificate;

19 (c) Suspend the license, permit or certificate for a definite
20 period or until further order of the Board;

21 (d) Impose a fine of not more than \$5,000 for each act that
22 constitutes a ground for disciplinary action;

23 (e) Place the person on probation for a definite period subject
24 to any reasonable conditions imposed by the Board;

25 (f) Administer a public reprimand; or

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

28 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.

 17. RESPONDENT does not contest the allegations alleged and acknowledges
that as a consequence they are subject to discipline pursuant to the above charges and
statutory provisions.

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1 **STIPULATED ADJUDICATION**

2 RESPONDENT stipulates that pursuant to the authority of NRS 642.5175 and NRS
3 642.5176, the RESPONDENT must comply with the following conditions:

4 1. Within sixty (60) days of the approval and execution of this Consent Decree,
5 RESPONDENT shall pay a Five-Hundred Dollars (\$500.00) fine to the BOARD.

6 a. No grace period is permitted. Full payment not actually received by the
7 BOARD on or before the sixty days as indicated above shall be
8 construed as an event of default by the RESPONDENT.

9 b. In the event of a default, RESPONDENT agrees that their Funeral
10 Director license shall be immediately suspended. The suspension of
11 RESPONDENT's licenses shall continue until the unpaid balance is
12 paid in full, and the suspension is subject to being reported to all
13 appropriate agencies.

14 2. RESPONDENT agrees that she will be financially responsible for all
15 requirements of this Consent Decree and any reasonable financial assessments by the
16 Board for the cost of monitoring its compliance or carrying out the provisions of this
17 Consent Decree.

18 **VIOLATION OF TERMS OF CONSENT DECREE**

19 RESPONDENT understands that the BOARD may, upon thirty (30) days' notice to
20 RESPONDENT, convene a hearing for the limited purpose of establishing that they
21 violated the terms of this Consent Decree. If such a hearing results in a finding of a
22 violation of this Consent Decree, the BOARD may impose any penalty upon
23 RESPONDENT authorized by NRS 642.135.

24 RESPONDENT agrees to waive their rights to appeal the substantive legal basis of
25 any final decision of the Board, which was the basis for this Consent Decree. In the event
26 an alleged violation of the Consent Decree is taken to hearing and the facts which constitute
27 the violation are determined to be not proven, no disciplinary action shall be taken by the
28 BOARD.

1 **ACCEPTANCE BY THE BOARD**

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

4 **COMPLETE CONSENT DECREE**

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

8
9 DATED this 8 day of August, 2024.

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11 By: B Hall FD944
12 RESPONDENT

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15 The foregoing Consent Decree between BRANDY HALL and the STATE OF
16 NEVADA FUNERAL AND CEMETERY SERVICES BOARD in Case No. FB23-19 is
17 approved as to form and content.

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19 DATED this 28th day of August, 2024.

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21 AARON D. FORD
Attorney General

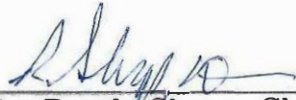
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23 By: /s/ Matthew Feeley
24 MATTHEW FEELEY
25 Deputy Attorney General
26 Nevada Bar No. 13336
27 Attorneys for Petitioner
28 *State of Nevada, Board of
Funeral and Cemetery Services*

ORDER

By a majority vote on the 20th day of November, 2024, 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 BRANDY HALL.

IT IS HEREBY ORDERED AND MADE EFFECTIVE.

DATED this 21st day of November, 2024.

By: 

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

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