

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

3
4 IN THE MATTER OF:

5 KRAFT-SUSSMAN FUNERAL AND
6 CREMATION SERVICES,
Funeral Establishment Permit EST130,

Case No. FB23-19

7 Respondent.
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9 **CONSENT DECREE**

10 The State of Nevada Board of Funeral and Cemetery Services (“BOARD”) having
11 jurisdiction over KRAFT-SUSSMAN FUNERAL AND CREMATION SERVICES, Funeral
12 Establishment Permit EST130 (“RESPONDENT”), pursuant to NRS 642.5175, and in
13 consideration of the informal complaint against RESPONDENT alleging violations of the
14 Nevada Statutes and regulations controlling the practice of Funeral Establishments in the
15 State, and the parties being mutually desirous of settling the controversy between them
16 relative to the pending matter;

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

19 **VOLUNTARY WAIVER OF RIGHTS**

20 RESPONDENT is aware of, understands, and has been advised of the effect of this
21 Consent Decree, which its legal representatives have carefully read and fully
22 acknowledged. RESPONDENT has had the opportunity to consult with competent counsel
23 of its choice.

24 RESPONDENT has freely and voluntarily entered into this Consent Decree and is
25 aware of its rights to contest the allegations. These rights include representation by an
26 attorney at its own expense, the right to file an answer in response to a formal complaint,
27 the right to a public hearing on any charges or allegations formally filed, the right to
28 confront and cross-examine witnesses called to testify against it, the right to present

1 evidence on its own behalf, the right to testify on its own behalf, the right to receive written
2 findings of fact and conclusions of law supporting the decision on the merits of the
3 complaint, and the right to obtain judicial review of the decision. All of these rights are
4 being voluntarily waived by RESPONDENT in exchange for the BOARD'S acceptance of
5 this Consent Decree.

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

11 **JURISDICTION**

12 RESPONDENT acknowledges that the BOARD has jurisdiction over it and the
13 conduct alleged in this matter. RESPONDENT acknowledges that the BOARD has the
14 legal power and authority to take disciplinary action, including, but not limited to, the
15 revocation of permits for Funeral Establishments in Nevada.

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

19 **PUBLICATION OF CONSENT DECREE**

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

1 **INDEMNIFICATION**

2 RESPONDENT, for itself, its heirs, executors, administrators, successors and
3 assigns, hereby indemnifies and hold harmless the State of Nevada, the BOARD, the
4 Nevada Attorney General's office and each of its members, agents and employees in their
5 individual and representative capacities against any and all claims, suits, demands,
6 actions, debts, damages, costs, charges, and expenses, including court costs and attorney's
7 fees against any persons or entities as well as all liability, losses, and damages of any
8 nature whatsoever that the persons and entities named in this paragraph shall have or
9 may at any time sustain or suffer by reason of this investigation, this disciplinary action,
10 this settlement or its administration.

11 **STIPULATED FACTS AND CONCLUSIONS OF LAW**

12 RESPONDENT understands the nature of the allegations under consideration by
13 the BOARD. It acknowledges that the conduct alleged, if proven, constitutes violations of
14 the Nevada Board of Funeral and Cemetery Services Practice Act (NRS and NAC 642). It
15 further recognizes that if this matter were to be taken to a disciplinary hearing before the
16 BOARD, there is a substantial likelihood that the following allegations could be proven as
17 true, and that as a result it would be subject to disciplinary action by the BOARD. As such,
18 RESPONDENT does not contest the following allegations:

- 19 1. At all times relevant to this matter RESPONDENT held a permit as a Funeral
20 Establishment.
- 21 2. At all times relevant to this matter RESPONDENT was/is a Funeral
22 Establishment located at 3975 South Durango Drive, Suite 104, Las Vegas, 89147.
- 23 3. At all times relevant to this matter RESPONDENT employed Brandy Hall,
24 Funeral Director License FD 944, as its Managing Funeral Director (Funeral Director).
- 25 4. On or about September 1, 2023, Marilyn Gallup filed an informal complaint
26 (“informal complaint”) against RESPONDENT. RESPONDENT was informed by the
27 BOARD of the informal complaint on September 6, 2023. The Funeral Director provided a
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1 response on September 9, 2023; an attorney for RESPONDENT represented that the
2 Funeral Director's response is the official response from RESPONDENT to the BOARD.

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

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

8 7. Marilyn Gallup met with the Funeral Director on June 29, 2023, at Kraft-
9 Sussman Funeral services in Las Vegas and contracted to have Decedent transported to
10 Los Angeles for a funeral to be held on July 3, 2023, at Hillside Memorial Park ("Hillside")
11 in Los Angeles.

12 8. The Funeral Director scheduled transportation for Decedent to be transported
13 via Delta Airlines cargo. The flight was scheduled to depart Las Vegas at 6:17 pm on July
14 1, 2023, with a scheduled landing in Los Angeles at 7:38 pm on July 1, 2023. The Funeral
15 Director received an email confirmation of the booking from Delta stating that "Shipment
16 must be dropped off by 11:00 am 07/01/2023" with the time of 11:00 am highlighted in red
17 font.

18 9. The Funeral Director arranged for her transportation team, namely Las
19 Vegas Mortuary Transport LLC ("Mortuary Transport"), to transport Decedent from Kraft-
20 Sussman (the above-mentioned physical location) to the airport.

21 10. Mortuary Transport picked up the Decedent from Kraft-Sussman at
22 approximately 1:30 pm on July 1, 2023, (a Sunday) and arrived at Delta Cargo at
23 approximately 2:17 pm. Mortuary Transport then noticed a note on the door stating that
24 Delta Cargo's hours are from 7:00 am until 1:00 pm on Saturdays and Sundays.

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

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

4 13. NRS 642.465(4) requires that each funeral establishment which has been
5 issued a permit by the BOARD "... must have a licensed funeral director to manage the
6 establishment or facility in accordance with the provisions of NRS 642.345..."

7 14. NRS 642.345(3) states that the funeral director is responsible for the proper
8 management of each funeral establishment or direct cremation facility of which the funeral
9 director is the manager.

10 15. NRS 642.5175(2) states the Board may take disciplinary action against a
11 person who holds a license, permit, or certificate by the BOARD pursuant to this chapter
12 for "unprofessional conduct."

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

16 17. RESPONDENT, itself and through its Funeral Director, engaged in
17 unprofessional conduct when the Funeral Director misrepresented that she would have the
18 Decedent transported via Delta Cargo, and then failed to have that done; the Decedent
19 could not be transported via Delta Cargo because he was not taken to the airport on time
20 despite Delta sending the Funeral Director a confirmation email directing her to make sure
21 the decedent was delivered to the airport by a specific time.

22 18. NRS 642.5176 sets out the authorized discipline as such:

23 NRS 642.5176 Authorized disciplinary action; private
24 reprimands prohibited; orders imposing discipline deemed public
25 records.

26 1. If the Board determines that a person who holds a license,
27 permit or certificate issued by the Board pursuant to this chapter
28 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, permit or certificate;
- (b) Revoke the license, permit or certificate;

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

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

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

7 (f) Administer a public reprimand; or

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

10 2. The Board shall not administer a private reprimand.

11 3. An order that imposes discipline and the findings of fact
12 and conclusions of law supporting that order are public records.

13 19. RESPONDENT does not contest the allegations alleged and acknowledges
14 that as a consequence it is subject to discipline pursuant to the above charges and statutory
15 provisions.

16 **STIPULATED ADJUDICATION**

17 RESPONDENT stipulates that pursuant to the authority of NRS 642.5175 and NRS
18 642.5176, the RESPONDENT must comply with the following conditions:

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

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

24 b. In the event of a default, RESPONDENT agrees that their Funeral
25 Establishment permit shall be immediately suspended. The suspension
26 of RESPONDENT's permit shall continue until the unpaid balance is
27 paid in full, and the suspension is subject to being reported to all
28 appropriate agencies.

2. RESPONDENT agrees that it will be financially responsible for all
requirements of this Consent Decree and any reasonable financial assessments by the

1 Board for the cost of monitoring its compliance or carrying out the provisions of this
2 Consent Decree.

3 **VIOLATION OF TERMS OF CONSENT DECREE**

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

9 RESPONDENT agrees to waive its rights to appeal the substantive legal basis of
10 any final decision of the Board, which was the basis for this Consent Decree. In the event
11 an alleged violation of the Consent Decree is taken to hearing and the facts which constitute
12 the violation are determined to be not proven, no disciplinary action shall be taken by the
13 BOARD.

14 **ACCEPTANCE BY THE BOARD**

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

17 **COMPLETE CONSENT DECREE**

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

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22 DATED this 28 day of August, 2024.

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24 By: 
25 Representative of RESPONDENT

1 The foregoing Consent Decree between KRAFT-SUSSMAN FUNERAL AND
2 CREMATION SERVICES and the STATE OF NEVADA FUNERAL AND CEMETERY
3 SERVICES BOARD in Case No. FB23-19 is approved as to form and content.

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5 DATED this 28th day of August, 2024.

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7 AARON D. FORD
8 Attorney General


9 By: /s/ Matthew Feeley
10 MATTHEW FEELEY
11 Deputy Attorney General
12 Nevada Bar No. 13336
13 Attorneys for Petitioner
14 *State of Nevada, Board of*
15 *Funeral and Cemetery Services*

16 **ORDER**

17 By a majority vote on the 20th day of November, 2024, the State of Nevada
18 Board of Funeral and Cemetery Services approved and adopted the terms and conditions
19 set forth in the attached Consent Decree with KRAFT-SUSSMAN FUNERAL
20 AND CREMATION SERVICES.

21 **IT IS HEREBY ORDERED AND MADE EFFECTIVE.**

22 DATED this 21st day of November, 2024.

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