

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

3  
4 IN THE MATTER OF:

5 **GREGORY WAYNE MARR,**  
6 Embalmer License EMB905R

7 Respondent.

Case No. FB24-02

8 **CONSENT DECREE**

9  
10 The State of Nevada Board of Funeral and Cemetery Services (“BOARD”) having  
11 jurisdiction over GREGORY WAYNE MARR, Embalmer License No. EMB905R  
12 (“RESPONDENT”), pursuant to NRS 642.130; and in consideration of his 2024 Embalmer  
13 License Renewal application and allegations concerning prior administrative discipline not  
14 previously disclosed, a violation of the Nevada statutes and regulations controlling the  
15 practice of embalmers; and the parties being mutually desirous of settling the controversy  
16 between them 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 he has carefully read and fully acknowledged. RESPONDENT has  
22 had the opportunity to consult with competent counsel of his choice.

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

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

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

#### 10 JURISDICTION

11 RESPONDENT acknowledges that the BOARD has jurisdiction over him and the  
12 conduct alleged in this matter. RESPONDENT acknowledges that the BOARD has the  
13 legal power and authority to take disciplinary action, including, but not limited to, the  
14 revocation of licenses to practice as an embalmer in Nevada.

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

#### 18 PUBLICATION OF CONSENT DECREE

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

#### 26 INDEMNIFICATION

27 RESPONDENT, for themselves, their heirs, executors, administrators, successors and  
28 assigns, hereby indemnifies and hold harmless the State of Nevada, the BOARD, the

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

### 8 **STIPULATED FACTS AND CONCLUSIONS OF LAW**

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

16 1. RESPONDENT was previously licensed as a Funeral Director and Embalmer  
17 in the State of California.

18 2. RESPONDENT was the subject of numerous Administrative Citations issued  
19 by the State of California Department of Consumer Affairs, Cemetery and Funeral Bureau,  
20 to include citation numbers: 1) IC2013 76; 2)IC2013 254; 3) IC2013 464; 4) IC2014 197; 5)  
21 IC2015 58; 6) IC 2017 323; 7) IC 2017 410; 8) IC2018 26; 9) IC2018 103; 10) IC 2018 226;  
22 11) IC2018 262; 12) IC 2018 376; 13) IC2018 377; 14) IC2019 116; 15) IC2019 251; 16)  
23 IC2020 160; 17) IC2020 161; 18) IC 2021 77; 19) IC2021 311; 20) IC2021 312; 21) IC2021  
24 77; 22) IC2022 46; 23) IC 2022 148; 24) IC 2022 149; 25) IC 2022 285; 26) IC 2022 348; and  
25 27) IC 2022 349. Many of these citations are related to violations concerning the financial  
26 transactions of clients.

27 3. On or about April 26, 2023, RESPONDENT submitted an application to the  
28 State of Nevada Funeral and Cemetery Services Board for a Reciprocal Embalmer License.

1           4.     On the above-mentioned application, to the question “Has there ever been a  
2 complaint filed, investigation, or legal action taken against any professional license you  
3 have held for any reason?”, RESPONDENT answered YES.

4           5.     On the above-mentioned application, in response to the instruction “If you  
5 answer “YES” to any of the above Questions (to include the question listed above herein) a  
6 Legal Reporting Form must be completed...” RESPONDENT submitted a Legal Reporting  
7 Form stating “I had a complaint filed in 2021 against my crematory from the Northern  
8 Sierra Air Quality District for failing to renew my permit. An investigation was made by  
9 the California Cemetery and Funeral Bureau, and I was fined a fee. I also was fined by the  
10 Air Quality District as well. After paying both fines, my permit was renewed with no legal  
11 action taken.”

12           6.     Although RESPONDENT described one instance of being investigated by the  
13 California Cemetery and Funeral Bureau, he failed to mention the other 26 administrative  
14 citations (and associated investigations) from the California Cemetery and Funeral Bureau  
15 listed above.

16           7.     Based on the application submitted, RESPONDENT was ultimately issued  
17 his embalmer license from the Nevada Funeral and Cemetery Services Board.

18           8.     Nevada Funeral and Cemetery Services Board Executive Director Stephanie  
19 McGee became aware of the California citations and raised the issue with RESPONDENT.  
20 Executive Director McGee asked why he did not disclose that information to which he  
21 stated that he did not believe he needed to.

22           9.     RESPONDENT, on or about January 12, 2024, submitted his 2024 Embalmer  
23 License Renewal application with the State of Nevada Funeral and Cemetery Board.

24           10.    On the renewal application, to the questions “Since the date your last license  
25 was issued, has there been legal or disciplinary action taken against any professional  
26 license held in any state for any reason?” and “Are there any pending legal actions,  
27 complaints, investigations or hearings concerning you in process?”; he answered YES to  
28 both.

1           11. On his Legal Reporting Form, RESPONDENT stated “I have an agreement  
2 with the Funeral Board of the State of California to surrender my license due to some  
3 administrative actions taken over the last several years. I believe that the Nevada Board  
4 is in possession of a list of these infractions.” RESPONDENT did not mention any specific  
5 instances of any prior disciplinary action.

6           12. RESPONDENT provided misrepresentations in obtaining both his 2023  
7 Reciprocal Embalmer License and his 2024 renewal Embalmer License.

8           13. NRS 642.130(4) states the Board may take disciplinary action against a  
9 person who is licensed to practice the profession of embalming pursuant to this chapter for  
10 fraud or misrepresentation in obtaining or attempting to obtain a license to practice the  
11 profession of embalming.

12           14. NRS 642.135 lists the authorized discipline for a violation of NRS 642.130,  
13 specifically NRS 642.135 states:

14                   NRS 642.135 Authorized disciplinary action; private  
15                   reprimands prohibited; orders imposing discipline deemed  
16                   public records.

17                   1. If the Board determines that a person who is licensed to  
18                   practice the profession of embalming pursuant to this  
19                   chapter has committed any of the acts set forth in NRS  
20                   642.130, the Board may:

21                   (a) Refuse to renew the license;

22                   (b) Revoke the license;

23                   (c) Suspend the license for a definite period or until further  
24                   order of the Board;

25                   (d) Impose a fine of not more than \$5,000 for each act which  
26                   constitutes a ground for disciplinary action;

27                   (e) **Place the person on probation for a definite period  
28                   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 this section.

          15. 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.

1 **STIPULATED ADJUDICATION**

2 RESPONDENT stipulates that pursuant to the authority of NRS 642.130 and NRS  
3 642.135, the BOARD will approve RESPONDENT'S renewal application and issue his  
4 renewed license, but will place RESPONDENT on probation subject to the following terms:

5 1. RESPONDENT's probation will last for three (3) years from the date of the  
6 approval and execution of this Consent Decree.

7 2. RESPONDENT waives any rights or abilities granted to him as an embalmer  
8 by NAC 642.165, which states:

9 NAC 642.165 Certain functions only to be performed by  
10 licensed funeral arranger, funeral director or embalmer. (NRS  
642.063)

11 1. The following functions may be performed only by a  
licensed funeral arranger, funeral director or embalmer:

12 (a) Selling or offering to sell at-need funeral services,  
13 embalming, cremation or other services relating to the disposition  
of human remains of a deceased person on an at-need basis.

14 (b) Planning or arranging the details of at-need funeral  
15 services, embalming, cremation or other services relating to the  
16 disposition of human remains of a deceased person with families  
or other persons authorized pursuant to NRS 451.024 to order the  
disposition of the decedent's remains.

17 (c) Negotiating the financial arrangements for funeral  
18 services, embalming, cremation or other services relating to the  
disposition of human remains of a deceased person on an at-need  
basis.

19 2. As used in this section, "at-need" means at the time the  
20 goods or services are needed.

21 3. Specifically, during the time of probation, RESPONDENT WILL NOT 1) sell  
22 or offer to sell at-need funeral services, embalming, cremation or other services relating to  
23 the disposition of human remains of a deceased person on an at-need basis, 2) Plan or  
24 arrange the details of at-need funeral services, embalming, cremation or other services  
25 relating to the disposition of human remains of a deceased person with families or other  
26 persons authorized pursuant to NRS 451.024 to order the disposition of the decedent's  
27 remains, or 3) Negotiate the financial arrangements for funeral services, embalming,  
28

1 cremation or other services relating to the disposition of human remains of a deceased  
2 person on an at-need basis.

3 4. During the time of probation, RESPONDENT WILL NOT be in any way  
4 involved in the financial transactions of the public as related to any funeral or cremation  
5 services.

6 5. Beginning on the date of the approval and execution of this Consent Decree,  
7 RESPONDENT will provide to the Executive Director a quarterly report, specifically on  
8 January 15, April 15, July 15, and October 15 of each year.

9 6. The quarterly report will include a signed statement that RESPONDENT is  
10 in full compliance with this Consent Decree, and specifically in compliance with the terms  
11 of paragraphs 2, 3, and 4 of the Stipulated Adjudication listed above.

12 7. RESPONDENT agrees to complete 6 hours of ethics related continuing  
13 education units (CEU's) above and beyond what is otherwise required of him. These  
14 additional 6 hours of ethics related CEU's will be completed within 30 days of the approval  
15 and execution of this agreement.

16 8. RESPONDENT shall obey all federal, state, and local laws, and orders of the  
17 BOARD, which are not inconsistent with this Consent Decree, pertaining to embalming in  
18 this State. Any and all violations shall be reported by RESPONDENT to the BOARD in  
19 writing within seventy-two (72) hours.

20 9. RESPONDENT agrees that he will be financially responsible for all  
21 requirements of this Consent Decree and any reasonable financial assessments by the  
22 Board for the cost of monitoring its compliance or carrying out the provisions of this  
23 Consent Decree.

24 10. After three (3) years from the approval and execution of the Consent Decree,  
25 RESPONDENT shall submit a written request to the BOARD for termination of the  
26 probation. RESPONDENT understands that prior to terminating the probation it must  
27 prove to the BOARD's satisfaction that it has complied with all the terms and conditions of  
28 the Consent Decree. The BOARD may request additional information from RESPONDENT

1 to determine compliance with the terms of the Consent Decree and may require that its  
2 representative meet with the Executive Director and BOARD counsel for further  
3 evaluation of its compliance with the Consent Decree. If the BOARD does not request  
4 additional information or initiate any further investigation, the probation shall be  
5 automatically terminated.

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 they  
9 violated the terms of this Consent Decree. If such a hearing results in a finding of a  
10 violation of this Consent Decree, the BOARD may impose any penalty upon  
11 RESPONDENT authorized by NRS 642.135.

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

17 **ACCEPTANCE BY THE BOARD**

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

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**COMPLETE CONSENT DECREE**

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

DATED this 12 day of February, 2024.

By:   
RESPONDENT

The foregoing Consent Decree between **GREGORY WAYNE MARR**, and the STATE OF NEVADA FUNERAL AND CEMETERY SERVICES BOARD in Case No. FB24-02 is approved as to form and content.

DATED this 9<sup>th</sup> day of February, 2024.

AARON D. FORD  
Attorney General

By: *Isl Matthew Feeley*  
MATTHEW FEELEY  
Deputy Attorney General  
Nevada Bar No. 13336  
Attorneys for Petitioner  
*State of Nevada, Board of  
Funeral and Cemetery Services*


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**ORDER**

By a majority vote on the 14<sup>th</sup> day of FEBRUARY, 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 GREGORY WAYNE MARR.

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

DATED this 14<sup>th</sup> day of FEBRUARY, 2024.

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