

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
REGULATION AND ENFORCEMENT DIVISION**

<b>IN THE MATTER OF:</b>	)	
	)	<b>Administrative Proceeding</b>
<b>SCOTT MEMORIAL FUNERAL HOME, INC.</b>	)	<b>Number: LPR-12-0492</b>
<b>1401 E. BROADWAY</b>	)	
<b>YAZOO CITY, MS 39194</b>	)	<b>Preneed License No. 120000408</b>
<i>Respondent</i>	)	

**CONSENT AGREEMENT**

**I. Jurisdiction**

Finding it appropriate in the public interest, the Regulation and Enforcement Division of the Office of the Secretary of State of Mississippi (hereafter "Division"), on behalf of the Secretary of State, having the power to regulate establishments that sell preneed merchandise and/or services in the State of Mississippi pursuant to Miss. Code Ann. § 75-63-51, *et seq* (hereafter "Act"), and Scott Memorial Funeral Home, Inc., Respondent, do hereby enter into this Consent Agreement (hereafter "Agreement"). In lieu of the issuance of formal charges by the Division alleging a violation of the Act, this Agreement is entered into by the Division and the Respondent.

**II. Agreement**

Respondent admits the jurisdiction of the Division as to all parties and matters herein under the authority of the Act. In consideration of a final resolution of the matters set forth herein, the Division and Respondent hereby agree and stipulate to the following:

1. Parties acknowledge and agree that the Respondent, Mr. Benjamin Scott, d/b/a Scott Memorial Funeral Home, INC., Preneed License No. 120000408 ("Scott") sold preneed

contracts prior to registration with the Secretary of State, thereby violating Miss. Code Ann. § 75-63-65(1).

3. Pursuant to Miss. Code Ann. § 75-63-55(3), all preneed contracts sold shall be funded by trust or insurance or evidenced by a warehouse receipt. Parties acknowledge and agree that the Respondent sold at least four (4) preneed contracts without funding them entirely by trust, insurance, or warehouse receipt.

4. Pursuant to Miss. Code Ann. § 75-63-73, any funeral home establishment under examination shall produce, upon request, all records requested by the Secretary of State's examiners. Parties acknowledge and agree that the Respondent did not produce twenty-two (22) contracts when requested by the examiner.

5. Pursuant to Miss. Code Ann. § 75-63-55(2), all preneed contracts sold shall list all services, merchandise and cash advance items covered by the contract and the total cost for all services covered by the contract. Parties acknowledge and agree that on at least five (5) occasions, the Respondent did not itemize all services, merchandise or cash advance items covered by the contract.

6. As such, Respondent agrees to the following:

- a. Pursuant to Miss. Code Ann. § 75-63-69(b)(i), Respondent agrees to pay an administrative penalty of four thousand five hundred dollars (\$4,500) for violating Mississippi Code Annotated Section 75-63-51. This total penalty amount is to be divided amongst three equal installments of one thousand five hundred dollars each. The first of these installment payments is due on or before April 1<sup>st</sup>, 2013. The second installment payment is due on or before July 1<sup>st</sup>, 2013. The third and final installment payment is due on or before October 1<sup>st</sup>, 2013.

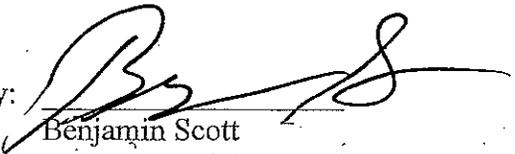
- b. Pursuant to Miss. Code Ann. § 75-63-69(2), the Division suspends Respondent's registration to sell preneed for the time period beginning April 1<sup>st</sup>, 2013 until July 31<sup>st</sup>, 2013. During this time, no new preneed sales can be made.
- c. Respondent agrees to schedule an appointment during the month of February 2013, with Division staff to arrange for individual training to assist the Respondent in correcting the deficiencies revealed by the exam.
- d. As a result of this Agreement, the Division agrees to not pursue any further actions against Respondent regarding the aforementioned violations. Respondent agrees to forego any appeal rights it might have to the Division's enforcement action that is the subject of this Consent Agreement.
- e. Both parties understand that the entry of this Agreement represents the final, unappeasable settlement of regulatory claims by the Division against the Respondent.

### **III. Acknowledgement**

The parties acknowledge that they have read this Agreement in its entirety and fully understand the rights, terms, and obligations of each contained therein and they have been vested with the express authority to enter into this Agreement. The parties further acknowledge that they have not been threatened or otherwise coerced into entering into this Consent Agreement.

The undersigned hereby acknowledge and agree to the terms and conditions of the foregoing Agreement by written consent.

So Agreed, this the 2<sup>nd</sup> day of FEBRUARY, 2013.

By:   
Benjamin Scott  
Scott Memorial Funeral Home, Inc.

Date: 2/4/2013

C. DELBERT HOSEMAN, JR.  
SECRETARY OF STATE  
In his Official Capacity

By:   
Dave Scott  
Assistant Secretary of State  
Regulation and Enforcement

Date: 1-30-13