

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

IN THE MATTER OF:)	ADMINISTRATIVE
BYAS FUNERAL HOME, INC.)	PROCEEDING NUMBER:
407 FROST STREET)	P-11-0033
INDIANOLA, MS 38751)	
PN-120000142)	

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 administer and to provide for the Mississippi Preneed Cemetery and Funeral Registration Act, Miss. Code Ann. §§ 75-63-51 to 75-63-75 (hereafter "Act"), and Respondent do hereby enter into this Consent Agreement (hereafter "Agreement"). In lieu of the issuance of formal charges by the Division alleging violations of Miss. Code Ann. §§ 75-63-51, *et seq.*, 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, stipulate, and undertake as follows:

1. Parties acknowledge and agree that Byas Funeral Home, Inc. (hereafter "Byas"), located at 407 Frost Street, Indianola, MS 38751 is selling preneed services through its branch Delta Heights Memorial Gardens (hereafter "Delta") pursuant to Miss Code Ann. §§ 75-63-51, *et seq.*

2. Pursuant to Miss. Code Ann. § 75-63-59(3), Eighty-Five Percent (85%) of the funds received for the preneed sale of funeral services and merchandise shall be placed in the preneed trust no later than the fifth day of the month following the receipt of funds.
3. Parties acknowledge and agree that in 2007 and 2008 Delta sold to the public preneed funeral services while not registered with the Division. These preneed sales included sales of grave opening and closing services. Further, parties acknowledge and agree that for the sales in 2007 and 2008, no record exists of any funds being remitted to trust for preneed sales, though Delta's records reflect that One Thousand One Hundred Forty-One Dollars and Fifty-Five Cents (\$1,141.55) should have been placed in the preneed trust.
4. As such, Byas Funeral Home, Inc., agrees to the following:
 - a. Byas agrees to deposit no less than Ninety-One Dollars and Thirteen Cents (\$91.13) per month into the preneed trust for twelve (12) months by the last day of each month until the deficiency is resolved. The first deficiency payment is due on April 30, 2011, with the final payment being due on March 31, 2012.
 - b. Byas acknowledges that these deposits are required to meet the preneed obligations of Miss. Code Ann. § 75-63-59(3).
5. Nothing contained herein shall be construed as limiting Respondent's rights to contest any finding or determination made by the Division or by a court concerning an alleged failure by Respondent to comply with any of the terms and provisions of this Agreement.
6. Respondent is aware of the right to a hearing on this matter at which they may be represented by counsel, present evidence, and cross-examine witnesses. Respondent hereby irrevocably waives the right to such a hearing.

7. Respondent understands that the entry of this Agreement represents the settlement of an impending regulatory charge by the Division against Respondent as of the date of this Agreement.
8. Respondent understands that the Division retains jurisdiction over the matters addressed in this Consent Agreement until all obligations by Respondent are fulfilled, including but not limited to enforcement actions authorized by Miss. Code Ann. §75-63-56.

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 7 day of April, 2011.

BYAS FUNERAL HOME, INCORPORATED

BY: Victor G. Byas, Sr.
Victor G. Byas, Sr.
President

Date: 4-7-11

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

BY: Amy C. Foster
Amy C. Foster
Senior Attorney,
Regulation and Enforcement

Date: 3/23/11