

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

IN THE MATTER OF:)	ADMINISTRATIVE
RIPLEY FUNERAL SERVICES, LLC)	PROCEEDING NUMBER:
PRENEED REGISTRATION NUMBER)	LPR-18-3230
120000025)	
)	
1011 City Avenue North)	
Ripley, Mississippi 38663)	
)	
<i>Respondent</i>)	

CONSENT ORDER

I. Jurisdiction

Finding it appropriate and in the public interest, the Regulation and Enforcement Division of the Office of the Secretary of State of Mississippi ("Division"), on behalf of the Secretary of State, having the power to administer and provide for the Mississippi Preneed Cemetery and Funeral Registration Act, Mississippi Code Annotated Section 75-63-51 to 75-63-75 ("Act"), and Respondent, Ripley Funeral Services, LLC ("Respondent" or "RFS, LLC") do hereby enter into this Consent Order ("Order"). This Order resolves all of the Division's allegations of state law violations regarding the servicing of preneed funeral and cemetery contracts by the Respondent through the date of this Order.

II. Agreement

As a final resolution of the matters set forth in this Order, the Division and the Respondent hereby agree, stipulate, and undertake as follows:

1. Respondent admits to the jurisdiction of the Division as to all parties and matters herein under the authority of the Act.



2. RFS, LLC is a preneed funeral establishment licensed with the Mississippi Secretary of State's Office to service and sell preneed funeral and cemetery goods and services to the public. RFS, LLC is located at 1011 City Avenue North, Ripley, MS 38663. It holds Preneed License Number 120000025.

3. RFS, LLC acknowledges the following violations:

(a.) Mississippi Code Annotated Section 75-63-55(2) and 1 Mississippi Administrative Code Part 12, Rule 3.5 (Merchandise Description Specificity), require that all preneed contracts contain a detailed description of the funeral or cemetery goods and services sold, includes the make, model, and quality description of the merchandise purchased by the consumer. The statutory requirement of specificity in preneed contracts is to memorialize the consumer's purchase as to quality and kind to guard against the substitution of inferior merchandise at death or merchandise that is different from the consumer's purchase. In late 2014, RFS, LLC purchased Ripley Funeral Home, Inc., and became the successor in interest to the preneed book of business sold by the funeral home known by the trade name of Ripley Funeral Home. On nine (9) occasions from November of 2016 and continuing through April of 2018, RFS, LLC, substituted a lower quality metal casket for decedents who had pre-purchased a higher quality metal casket, either for themselves or purchased by someone on their behalf. The substitution of an inferior casket at the time of death is a violation of Mississippi Code Annotated Section 75-63-56(1)(d), an unfair trade practice or fraud during the course of prepaid funeral business. The substitution of inferior caskets is also a violation of Mississippi Code Annotated Section 75-24-5(2)(g), representing that goods are of a particular standard, quality, or grade, or that goods are of a particular

style or model, if they are of another. Furthermore, the substitution of inferior grade caskets is a violation and breach of the preneed contractual rights for the affected consumers. Additionally, Mississippi Code Annotated Section 75-63-25 protects the consumer's choice by providing that the consumer's selection for himself or herself overrule any conflicting wishes of the next of kin regarding preneed funeral and cemetery arrangements.

(b.) Mississippi Code Annotated Section 75-63-55(2) and 1 Mississippi Administrative Code Part 12, Rule 3.5 (Merchandise Description Specificity), require that all preneed contracts contain a detailed description of the funeral or cemetery goods and services sold, which includes the make, model, and quality description of the merchandise purchased by the consumer. The statutory requirement of specificity in preneed contracts is to memorialize the consumer's purchase as to quality and kind to guard against the substitution of inferior merchandise at death or merchandise that is different from the consumer's purchase. In late 2014, RFS, LLC purchased Ripley Funeral Home, Inc., and became the successor in interest to the preneed book of business sold by the funeral home known by the trade name of Ripley Funeral Home. On eight (8) occasions from August of 2017 and continuing through October of 2018, RFS, LLC, substituted a plastic, polypropylene burial container, as known as a "poly liner" or "poly guard", for decedents who had pre-purchased concrete burial containers, either for themselves or purchased by someone on their behalf. The substitution of plastic burial containers for concrete at the time of death is a violation of Mississippi Code Annotated Section 75-63-56(1)(d), an unfair trade practice or fraud during the course of prepaid funeral business. The substitution of the plastic

containers for concrete is also a violation of Mississippi Code Annotated Section 75-24-5(2)(g), representing that goods are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. Furthermore, the substitution of plastic for concrete is a violation and breach of the preneed contractual rights for the affected consumers. Additionally, Mississippi Code Annotated Section 75-63-25 protects the consumer's choice by providing that the consumer's selection for himself or herself overrule any conflicting wishes of the next of kin regarding preneed funeral and cemetery arrangements.

(c.) Mississippi Code Annotated Section 75-63-55(2) and 1 Mississippi Administrative Code Part 12, Rule 3.5 (Merchandise Description Specificity), require that all preneed contracts contain a detailed description of the funeral or cemetery goods and services sold, which includes the make, model, and quality description of the merchandise purchased by the consumer. The statutory requirement of specificity in preneed contracts is to memorialize the consumer's purchase as to quality and kind to guard against the substitution of inferior merchandise at death or merchandise that is different from the consumer's purchase. In late 2014, RFS, LLC purchased Ripley Funeral Home, Inc., and became the successor in interest to the preneed book of business sold by the funeral home known by the trade name of Ripley Funeral Home. On twenty (20) occasions from January of 2016 and continuing through June 2018, RFS, LLC, substituted caskets that were substantially different in color for decedents who had pre-purchased caskets of a specific choice of color. The substitution of casket of a different color at the time of death from that of the consumer's specific choice of color is a violation of Mississippi Code Annotated Section 75-63-56(1)(d),

an unfair trade practice or fraud during the course of prepaid funeral business. The substitution of a different color is also a violation of Mississippi Code Annotated Section 75-24-5(2)(g), representing that goods are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

Furthermore, the substitution of a different color at death overriding the consumer's choice made in the preneed contract is a violation and breach of the preneed contractual rights for the affected consumers. Additionally, Mississippi Code Annotated Section 75-63-25 protects the consumer's choice by providing that the consumer's selection for himself or herself overrule any conflicting wishes of the next of kin regarding preneed funeral and cemetery arrangements.

4. Therefore, to resolve the violations described above, Respondent will remit upon execution of this Order an administrative fine to the Secretary of State's Office in the amount of Ten Thousand Dollars (\$10,000.00), made payable to the Secretary of State's Office within fifteen (15) days from the date of this Order.
5. Respondent agrees that it will immediately **CEASE** and **DESIST** with the substitution of funeral and cemetery goods and services that are inferior in quality or different in kind from the goods and services purchased by consumers on a preneed basis. It is specifically understood and recognized that Respondent may and must substitute goods of like quality and kind when pre-purchased goods are no longer available in the industry market at the time of death.
6. As a result of this Order, the Secretary of State agrees not to pursue any further actions against RFS, LLC regarding the aforementioned violations.

7. Nothing contained herein shall be construed as limiting Respondent's right or the Division's right to contest any finding or determination made by the Division, the Respondent, or by a Court concerning an alleged failure by Respondent or the Division to comply with any term or provision of this Order.
8. Respondent is aware of its right to a hearing on this matter at which it may be represented by counsel, present evidence, and cross-examine witnesses. Respondent hereby irrevocably waives the right to such a hearing.
9. Respondent understands that the entry of this Order represents the settlement of regulatory claims, known and unknown, by the Division against the Respondent as of the date of this signed Order.

III. Acknowledgement

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

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

So Agreed, this the 13th day of September, 2019.



RIPLEY FUNERAL SERVICES, LLC

BY: Thomas G. Peebles
Thomas G. Peebles
Manager, Member

Date: 9-12-2019

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

BY: 

Dave Scott,
Assistant Secretary of State
Regulation and Enforcement

Date: 9-13-19