

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

---

<b>IN THE MATTER OF:</b>	)	<b>ADMINISTRATIVE</b>
<b>HOLLY SPRINGS FUNERAL HOME</b>	)	<b>PROCEEDING NUMBER:</b>
	)	<b>P-09-0105</b>
	)	

---

**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 Pre-need Cemetery and Funeral Registration Act, Miss. Code Ann. §§ 75-63-51 to 75-63-75 (hereafter "Act"), and Respondents do hereby enter into this Consent Agreement (hereafter "Agreement"). This Agreement settles all of the Divisions allegations of violations of the Act by the Respondents.

**II. Agreement**

Respondents admit 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 in Paragraph I, and of other considerations set out hereinafter, the Division and Respondents hereby agree, stipulate, and undertake as follows. Further, Holly Springs Funeral Home admits the violations described herein:

1. Holly Springs Funeral Home (hereafter "Holly Springs"), in violation of Miss. Code Ann. Section 75-63-55, has sold at least seven (7) preneed contracts using unapproved contracts.
2. Holly Springs, in violation of Miss. Code Ann. Section 75-63-55(2), did not itemize all of the merchandise and services on at least seventy-two (72) preneed contracts
3. Holly Springs, in violation of Miss. Code Ann. Section 75-63-59(3), has been inconsistent with the statutory trusting deadlines of the funds received for preneed

contracts. At least one hundred twenty nine (129) times since January 2006, funds have been deposited into trust on a date later than that required by statute. The current requirement under statute is that "Not later than the fifth day of the following month from when funds are received, the contract seller shall place in a trust account ... at least eighty-five percent (85%) of the funds received for funeral services and merchandise."

4. Holly Springs, in violation of Miss. Code Ann. Section 75-63-57 is not keeping a complete copy of all preneed contracts and associated accounts, books and records for a period of the lifetime of each contract and for two (2) years after the death of a contract insured. There are at least twenty (20) contracts that have not been kept in their entirety for the period of time specified in the statute. This is also a violation of Rule 1101 of the Mississippi Pre-need Cemetery and Funeral Registration Act Regulations for not keeping the contracts in an auditable format.

Respondents will remit upon execution of this Consent Agreement an administrative penalty to the Secretary of State in the amount of One Thousand Dollars (\$1,000) by check made out to the Secretary of State's Office by April 9, 2010 for the violations of selling preneed with an unapproved contract form, not itemizing all merchandise and services on all preneed contracts, not making timely trust fund deposits, and not keeping complete preneed contracts for the requisite two years after death of contract insured. As a result of this Agreement, the Secretary of State agrees not to pursue any further actions against Holly Springs for the specific aforementioned violations.

Nothing contained herein shall be construed as limiting Respondents' rights to contest any finding or determination made by the Division or by a court concerning an alleged failure by Respondents to comply with any of the terms and provisions of the Agreement.

Respondents are aware of the right to a hearing on this matter at which they may be represented by counsel, present evidence, and cross-examine witnesses. Respondents hereby irrevocably waive the right to such a hearing.

Respondents understand that the entry of this Agreement represents the settlement of regulatory claims by the Division against Respondents as of the date of this Agreement.

### 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 5<sup>th</sup> day of APRIL, 2010.

HOLLY SPRINGS FUNERAL HOME

BY: Janna T. Stanton  
Janna Stanton  
Owner,

Holly Springs Funeral Home

Date: 4-5-2010

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

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

Date: 4/12/2010