

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

IN THE MATTER OF:)	ADMINISTRATIVE
MEREDITH-NOWELL FUNERAL HOME, INC.)	PROCEEDING NUMBER:
PRENEED REGISTRATION NUMBER)	LPR-15-1550
120000174)	
)	
314 East Second Street)	
Clarksdale, Mississippi 38614)	
)	
<i>Respondent</i>)	

CONSENT AGREEMENT

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, Meredith-Nowell Funeral Home, Inc., ("Meredith-Nowell") do hereby enter into this Consent Agreement ("Agreement"). This Agreement resolves all of the Division's allegations of violations of the Act by the Respondent.

II. Agreement

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

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

2. Meredith-Nowell is a preneed establishment registered with the Mississippi Secretary of State's Office, and is located at 314 East Second Street, Clarksdale, MS 38614. It holds registration number 120000174.
3. Respondent acknowledges the following violations of the Act:
 - (a.) Section 75-63-55(2) of the Act requires that all preneed contracts be in writing and contain clear descriptions of the merchandise quality being purchased by the consumer. Oral amendments to the contract are not permitted. Section 75-63-55(1). The statutory requirement of specificity in preneed contracts is to memorialize the consumer's purchase as to quality and quantity of merchandise purchased to guard against the substitution of inferior merchandise or merchandise that is different from the consumer's purchase at the time of need.
 - (b.) It is alleged by the Division that Meredith-Nowell on seven separate occasions from February through May of 2015, substituted a Polyguard (polymer plastic) outer burial container in place of the concrete outer burial container that all seven consumers had purchased on a preneed basis.
 - (c.) According to the Respondent, Meredith-Nowell experienced a number of service interruptions from its Memphis, Tennessee, supplier of concrete burial containers beginning in early 2015. Specifically, Meredith-Nowell alleges that following the third occasion in which the Memphis supplier was unable to deliver a concrete burial container for an on-time schedule for an interment/committal service, Meredith-Nowell began using the Polyguard containers due to ease of accessibility. On all seven occasions, which the Division has verified, Meredith-Nowell disclosed the substitution to the decedent's next of kin at the time the substitution occurred and

refunded or credited the retail price difference to the next-of-kin at the time of need. The Division places favorable consideration on the disclosure and price adjustments in resolving this matter by Agreement.

(d.) However, despite the service interruption issues alleged by Meredith-Nowell for the concrete containers, Section 75-63-55 of the Act is clear that the consumer's preneed contract regarding kind and quality of merchandise selected is to be honored and provided at the time of need, unless a valid exception applies. The Division finds no valid exception existed as concrete burial containers were available from other sources. Further, the substitution of inferior merchandise presents conflict with the spirit and intent of Mississippi Code Annotated Section 75-63-25 (decedent's directions in a preneed contract control and govern despite conflicting wishes of next-of-kin). Further, in resolving this issue by way of Agreement, the Division is satisfied through its own investigation and verification that the substitution of the Polyguard container for preneed consumers ceased when Division staff approached the Respondent in June of 2015.

4. Therefore, to resolve this violation, Respondent will remit upon execution of this Agreement an administrative fine to the Secretary of State in the amount of Two Thousand Dollars (\$2,000.00), made payable to the Secretary of State's Office.
5. As a result of this Agreement, the Secretary of State agrees not to pursue any further actions against Meredith-Nowell regarding the aforementioned violation.
6. Nothing contained herein shall be construed as limiting Respondent's right or the Secretary's right to contest any finding or determination made by the Division or by a

Court, respectively, concerning an alleged failure by Respondent or the Division to comply with any term or provision of this Agreement.

7. 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.
8. Respondent understands that the entry of this Agreement represents the settlement of a regulatory claim by the Division against the Respondent.

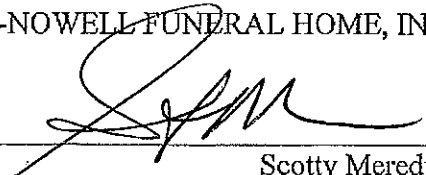
III. Acknowledgement

The parties acknowledge that they have read this Agreement in its entirety and fully understand the rights, terms, and obligation 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 be threatened or otherwise coerced into entering into this Agreement.

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

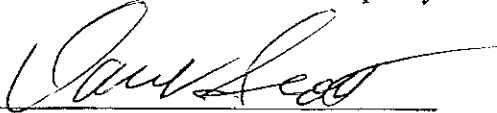
So Agreed, this the 3 day of DEC., 2015.

MEREDITH-NOWELL FUNERAL HOME, INC.

BY: 
Scotty Meredith
Vice-President

Date: 12/3/2015

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

BY: 

Dave Scott,
Assistant Secretary of State
Regulation and Enforcement

Date: 12-11-15