

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

IN THE MATTER OF:)	ADMINISTRATIVE
SHAFFER & COLLINS)	PROCEEDING NUMBER:
FUNERAL HOME, INC.)	L-12-0331
Preneed Number:)	
120000327)	

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, Mississippi Code Annotated Sections 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 Division's allegations of violations of the Act by the Respondents.

II. Agreement

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:

1. Respondent admits the jurisdiction of the Division as to all parties and matters herein under the authority of the Act.
2. Respondent hereby admits to the following violations of the Act:
 - a. Shaffer & Collins Funeral Home, Inc. (hereafter "Shaffer"), is a preneed establishment that is not registered with the Mississippi Secretary of

State's Office, and is located at 247 West 6th Street, Yazoo City, Mississippi 39134.

- b. Shaffer, in violation of Miss. Code Ann. Section 75-63-65, has sold at least nineteen (19) preneed contracts from at least June 2004 until present while not registered with the Secretary of State and used unapproved contracts to do so. Using unapproved contracts is in violation of Miss. Code Ann. Section 75-63-55.
 - c. The same Section states that anyone who sells preneed contracts must be registered with the Secretary of State as an agent. Shaffer has no agents registered with the Division.
 - d. Shaffer, in violation of Miss. Code Ann. Section 75-63-55(2), did not itemize all of the merchandise and services on at least nine (9) preneed contracts and did not include the total cost for all services covered on at least four (4) preneed contracts.
 - e. Shaffer, in violation of 1 Miss. Admin. Code Pt. 12, Sbpt. ,1 R. 3.6, did not maintain a copy of at least four (4) preneed contracts entered into by the establishment for a period of the lifetime of each contract and for two (2) years after the death of the contract insured.
3. Shaffer will remit upon execution of this Consent Agreement an administrative penalty to the Secretary of State in the amount of Two Thousand Seven Hundred Seventy-Five Dollars (\$2,775.00) by check made out to the Secretary of State's Office by April 30, 2012 for the violations of selling nineteen (19) preneed contracts without being registered; selling preneed with an unapproved contract

form; preneed sales by unregistered agents; not itemizing all merchandise and services on all preneed contracts; not including the total cost of all preneed services on the preneed contract; and not keeping preneed contracts for the lifetime of the contract plus two years after death of the contract insured.

4. As a result of this Agreement, the Secretary of State agrees not to pursue any further action against Shaffer regarding the aforementioned violations.
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 its right to a hearing on this matter at which it may be represented by counsel, present evidence, and cross-examine witnesses. Respondent hereby irrevocable waives the right to such a hearing.
7. Respondent understands that the entry of this Agreement represents the 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 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 Consent Agreement.

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

So Agreed, this the 30th day of April, 2012.

SHAFFER & COLLINS FUNERAL HOME, INC.

BY: Wilma S. Shaffer
Wilma S. Shaffer,
President

DATE: April 30, 2012

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

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

Date: May 1, 2012