

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

IN THE MATTER OF:)	ADMINISTRATIVE
WRIGHT & FERGUSON FUNERAL)	PROCEEDING NUMBER:
HOME)	P-09-0212
)	

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, Wright & Ferguson Funeral Home admits the violations described herein:

1. Wright & Ferguson Funeral Home (hereafter "Wright & Ferguson"), in violation of Miss. Code Ann. § 75-63-55(1), has sold one (1) preneed contract which was not evidenced in writing.

Respondents will remit upon execution of this Consent Agreement an administrative penalty to the Secretary of State in the amount of One Hundred Fifty Dollars (\$150) by check made out to the Secretary of State's Office by April 14, 2010 for the violation of selling a preneed contract which was not evidenced in writing. As a result of this Agreement, the Secretary of State agrees not to pursue any further actions against Wright & Ferguson 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 this 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.

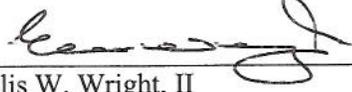
III. Acknowledgement

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 12th day of April, 2010.

WRIGHT & FERGUSON FUNERAL HOME

BY: 
Ellis W. Wright, II
General Manager,
Wright & Ferguson Funeral Home
Date: 4-12-2010

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

BY: 
Amy Foster
Senior Attorney,
Regulation and Enforcement
Date: 4/12/2010

BRANCHPAY

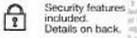
Wright & Ferguson Funeral Home (7249)
350 High Street
Jackson MS 39202-0409

Gelco Check Number 13045144

01 30451445

USER ID sistrujp	ISSUE DATE 4/8/2010
---------------------	------------------------

NOT VALID AFTER SIX (6) MONTHS FROM ISSUE DATE



PAY TO THE ORDER OF

Secretary of State
700 North State Street
Jackson MS 39205

One Hundred Fifty Dollars And No Cents***** \$**150.00

NOT VALID FOR OVER \$5,000

NOT REDEEMABLE FOR CASH BY DRAWER'S AUTHORIZED REPRESENTATIVE

SIGNATURE OF DRAWERS AUTHORIZED REPRESENTATIVE

PAYABLE THROUGH
First PREMIER Bank
SIOUX FALLS, SD

78-858
914

Keith Brown

By signing this instrument, the aforesigned confirms that this instrument has been drawn in accordance with the authority issued by Gelco Information Network, Inc. If any statement herein be untrue, we, the aforesigned, agree to pay the drawer upon demand the amount of this instrument and all expenses and damages arising from such misstatement.

⑈0130451445⑈ ⑆091408585⑆ 2500000655⑈

SIGNER Keith Brown USER ID sistrujp

01 30451445

DESCRIPTION					
Secretary of State 700 North State Street Jackson MS 39205					
DATE	LOCATION NUMBER	GL CODES	CONTRACT NUMBER	NAME / DESCRIPTION	AMOUNT
4/8/2010	7249	8498-0		Preneed	\$*****150.00