

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

IN THE MATTER OF:)	ADMINISTRATIVE
CEDRIC D. CLARK MEMORIAL)	PROCEEDING NUMBER:
FUNERAL HOME, INC.)	
621 OBIE CLARK DRIVE)	LPR-13-0811
MERIDIAN, MS 39301)	
<i>Respondent</i>)	

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 ("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 Sections 75-63-51 to 75-63-75 ("Act"), and Respondents do hereby enter into this Consent Agreement ("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. Cedric D. Clark Memorial Funeral Home, Inc. (hereafter "Clark") is a preneed provider that is registered with the Mississippi Secretary of State's Office. Registration number 120000108.
3. Respondent hereby admits to the following violations of the Act:

- a. Clark, in violation of Mississippi Code Annotated Section 75-63-59(3), did not trust fifty percent (50%) of payments received for fourteen (14) separate preneed contracts which were sold prior to July 1, 2006 whose associated monies should have gone into trust.
 - b. Clark, in violation of Mississippi Code Annotated Section 75-63-59(3), did not trust eighty-five percent (85%) of payments received for thirty-three (33) separate preneed contracts which were sold after July 1, 2006 whose associated monies should have gone into trust.
 - c. Clark, in violation of Mississippi Code Annotated Section 75-63-73, did not produce all records requested by the examiner. At the time of the first examination, which was resolved without administrative action due to prompt attention by Clark to the known violations in April 2011, twenty (20) preneed contracts were not produced, nor were they produced with other contracts sent after the first examination. They were only produced at the time of the second examination in 2013.
 - d. Clark, in violation of Mississippi Code Annotated Section 75-63-55(1), sold at least one (1) preneed contract on a form that was not approved by and on file with the Secretary of State.
4. Clark, as of September 2013, has Nineteen Thousand Six Hundred Seventy Dollars and Ninety-Three Cents (\$19,670.93) in a bank account that is serving as their trust account. Clark agrees to close this account prior to December 31, 2013, and open a restricted access account with the same banking institution. This new restricted account will only allow funds to be withdrawn by Clark's Trustee, Mr. Roderick Amos, Esq. Funds may

be deposited but not withdrawn by Clark or any of Clark's principles, owners, officers or employees. Clark must also update their current Trust Agreement to reflect this change and other necessary changes and send it to the Division for approval. These items must be accomplished by December 31, 2013.

5. After examination of Clark's records, it has been determined by the Division that there should be Forty-Seven Thousand Eighty-Six Dollars and Seventy-Six Cents (\$47,086.76) in Clark's account. The difference between what is in the account as shown in Exhibit A and what should be in the account is Twenty-Seven Thousand Four Hundred Fifteen Dollars and Eighty-Three Cents (\$27,415.83). Clark agrees to remit this amount to the account in monthly installment payments due at the beginning of every month in the amount of One Thousand Five Hundred Twenty-Three Dollars (\$1,523.00) for seventeen (17) consecutive months, the first payment due on January 1, 2014. Clark also agrees to make one (1) final payment in the amount of One Thousand Five Hundred Twenty-Four Dollars and Eighty-Three Cents (\$1,524.83) due on June 1, 2015.
6. Respondent acknowledges that the above amount due to trust is based on payments received for preneed contracts written **prior** to this agreement. Respondent also acknowledges that any payments received that are not listed in Exhibit A increase the total amount that should be in trust. Respondent also acknowledges that the amount of any preneed contract written that is not listed in Exhibit A also increases the total amount that should be in trust.
7. The Secretary of State's Office will re-examine Clark in June 2015 to determine compliance with this Agreement.

8. Respondent will remit upon execution of this Agreement an administrative fine to the Secretary of State in the amount of One Thousand Five Hundred Dollars (\$1,500.00), made payable to the Secretary of State's Office in three equal payments of Five Hundred Dollars (\$500) before or on January 1, 2014, March 1, 2014, and June 1, 2014. This fine is for violations of the Act including writing preneed contracts on forms not approved by and on file with the Secretary of State's Office and not producing records requested by the examiner.
9. As a result of this Agreement and full compliance with its terms, the Secretary of State agrees not to pursue any further actions against Clark regarding the aforementioned violations.
10. Respondent agrees to comply with the provisions of the Act as currently enacted and any future amendments thereto.
11. 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 of competent jurisdiction concerning an alleged failure by Respondent to comply with any of the terms and provisions of this Agreement.
12. 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.
13. 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 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 Agreement.

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

So Agreed, this the 10th day of December 2013.

CEDRIC D. CLARK MEMORIAL FUNERAL HOME, INC.

BY: Roderick B. Amos
Roderick B. Amos, Esq.,
Trustee

Date: 12/10/13

BY: Melba Clark
Melba Clark,
Owner

Date: December 10, 2013

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

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

Date: 12/12/13