

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

<b>IN THE MATTER OF:</b>	)	<b>ADMINISTRATIVE</b>
<b>HUDSON PARK CEMETERY</b>	)	<b>PROCEEDING NUMBER:</b>
<b>2911 Highway 49 S.</b>	)	
<b>GREENWOOD, MS 38930</b>	)	<b>LPC-15-1411</b>
	)	
	)	
<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 to provide for the Cemetery Law, Miss. Code Ann. §§ 41-43-31 to 41-43-53 ("Law"), and Respondent do hereby enter into this Consent Agreement ("Agreement"). This Agreement is entered into by the Division and the Respondent in lieu of the issuance of formal charges by the Division alleging a violation of Miss. Code Ann. § 41-43-37.

**II. Agreement**

Respondent admits the jurisdiction of the Division as to all parties and matters herein under the authority of the Law. In consideration of a final resolution of the matters set forth herein, the Division and Respondent hereby agree, stipulate, and undertake as follows:

1. Parties acknowledge and agree that the cemetery property, Hudson Park Cemetery (hereinafter "Hudson Park") is a perpetual care cemetery pursuant to Miss. Code Ann. §§ 41-43-31, *et seq.*
2. Pursuant to Miss. Code Ann. § 41-43-37(1)(a), Fifteen Percent (15%) of the sales price of ground interments must be remitted to the perpetual care cemetery's trust. Parties

acknowledge and agree that the appropriate percentage of funds was not placed in a perpetual care trust, and that Hudson Park owes Six Thousand Seven Hundred Twenty-Three Dollars (\$6,723.00) to its perpetual care trust.

3. Pursuant to Miss. Code Ann. § 41-43-37(3), a certificate of deposit created in lieu of a perpetual care trust must contain the words, "For Perpetual Care," in the caption of the certificate. Parties acknowledge that the certificate of deposit established by Respondent was not, and currently is not, properly styled as required by law. Hudson Park agrees to change the caption of the certificate of deposit to 'Hudson Park Cemetery For Perpetual Care'.
4. As such, Hudson Park agrees to the following:
  - a. Hudson Park agrees to deposit no less than Five Hundred Sixty Dollars and Twenty-Five Cents (\$560.25) per month into a perpetual care trust/certificate of deposit for Twelve (12) months on or before the last day of each month until the deficiency is resolved. The first deficiency payment is due August 1, 2015, with the final payment in the being made on or before July 31, 2016.
  - b. Hudson Park acknowledges that these deposits are required to meet the obligations of Miss. Code Ann. Section 41-43-37(1), for the trusting of fifteen percent (15%) of interment sales.
  - c. Hudson Park further acknowledges that it is required to meet the obligations of Miss. Code Ann. Section 41-43-37(1), for the trusting of fifteen percent (15%) of interment sales for all future interment sales made and for all sales made between April 20, 2015 and the present time and agrees to make meet these obligations.

- d. Hudson Park agrees that it will restyle its perpetual care certificate of deposit to reflect the proper wording as required by Miss. Code Ann. § 41-43-37(3).
  - e. Hudson Park agrees that stylistic changes to the caption of the certificate of deposit will be made before/when the certificate is due to be renewed as required by Miss. Code Ann. § 41-43-37(3).
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 the right to a hearing on this matter at which Respondent may be represented by counsel, present evidence, and cross-examine witnesses. Respondent hereby irrevocably waives the right to such a hearing.
  7. Respondent understands that the entry of this Agreement represents the settlement of an impending regulatory charge by the Division against Respondent as of the date of this Agreement.
  8. Respondent understands that the Division retains jurisdiction over the matters addressed in this Consent Agreement until all obligations by Respondent are fulfilled, including but not limited to enforcement actions authorized by Miss. Code Ann. §§ 41-43-33, *et seq.* which includes revocation of registration, fines, and/or imprisonment.

### **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 herein. The parties also acknowledge that 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 6<sup>th</sup> day of August, 2015.

HUDSON PARK CEMETERY

BY: Xavier J. Hudson  
Xavier Hudson  
Owner

Date: August 2, 2015

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

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

Date: 8.10.15