



**OFFICE OF THE SECRETARY OF STATE
STATE OF GEORGIA**

IN THE MATTER OF:	:	
	:	
	:	Case Numbers: ENCE-0385
Greenwood Cemetery, Inc.,	:	ENCE-0478
	:	ENCE-0544
Respondent.	:	
	:	

STATUTORY COMPLIANCE AND SUPERVISION PLAN

Pursuant to O.C.G.A. § 10-14-1 et seq., of the Georgia Cemetery and Funeral Services Act of 2000 (“Act”), the Secretary of State for the State of Georgia (“Secretary”) caused an investigation to be made into Greenwood Cemetery, Inc. (“Greenwood Cemetery” and “Respondent”) to determine whether Respondent violated the Act or a rule adopted by the Secretary thereunder (“Rules”).

PROCEDURAL HISTORY

1. On December 18, 2024, the Secretary issued Respondent a Notice of Opportunity for Hearing and Proposed Order to Cease and Desist. On December 23, 2024, Respondent requested an informal conference with Division Director Noula Zaharis (“Director Zaharis”) pursuant to Rule 590-3-1-.05. Director Zaharis opened the informal conference period on Thursday, January 2, 2025. The first informal conference call with the Division and Respondent occurred on Tuesday, January 14, 2025. A second informal conference call with the Division, Respondent, and a pertinent third party occurred on January 30, 2025.

2. On February 12, 2026, the informal conference period was terminated by the Secretary pursuant to Rule 590-3-1-.05(2)(c) and a hearing was scheduled for March 20, 2026.

3. On Thursday, March 10, 2026, Respondents requested a postponement of the administrative hearing in this matter originally scheduled for Friday, March 20, 2026. For good cause shown, the hearing was rescheduled for Thursday, May 21, 2026, at 10:00 a.m.

4. On Wednesday, May 13, 2026, Respondents requested another postponement of the administrative hearing in this matter originally scheduled for Thursday, May 21, 2026. For good cause shown, , the hearing was rescheduled for Tuesday, June 2, 2026, at 10:00 a.m.

CONSENT TO JURISDICTION AND WAIVER

5. Respondent consents to the jurisdiction of the Secretary over Respondent and this matter pursuant to the Act.

6. Respondent and the Secretary stipulate and agree to the issuance of this Consent Order without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein and attached as Exhibit “A” herein. Respondent agrees not to make any public statements creating the impression that this Consent Order is without legal or factual basis.

7. Respondent stipulates and agrees that in the event of a breach of this Consent Order which remains uncured by Respondent more than thirty days after written notice from the Secretary as more particularly described below, the Secretary fully reserves the right to pursue any and all legal or administrative remedies at its disposal.

8. Respondent, through the execution of this Consent Order, voluntarily waives their rights to a formal hearing on this matter.

9. Respondent enters into this Consent Order voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Secretary or any member, officer, employee, agent, or representative of the Secretary to induce Respondent to enter into this Consent Order.

BACKGROUND

10. Respondent is currently registered with the Secretary as a Perpetual Care Preneed Cemetery pursuant to O.C.G.A. §10-14-4. Respondent’s registration number is PCPN000224.

UNREGISTERED ACTIVITY

11. Respondent was not registered with the Secretary as a Perpetual Care Preneed Cemetery (“PCPN Cemetery”) between approximately August 1, 2010, and March 27, 2026.

12. The control person of record for Greenwood Cemetery is F. Coll Bowen III (“Bowen”).

13. The Secretary sent Respondent a Request for Information (“RFI”) on March 31, 2021, regarding its unregistered activity. Respondent responded to the RFI via letter dated April 26, 2021, signed by Bowen. In the letter, Respondent stated its intent to gather the necessary

documents to complete the process and “reestablish its status as a perpetual care cemetery in good standing with the Cemeteries Division of the Georgia Secretary of State.” Respondent stated it would refrain from selling burial spaces within the cemetery until its status had been recertified with the Secretary. The necessary documents to reestablish Greenwood Cemetery’s status as a registered PCPN Cemetery were not provided to the Secretary.

14. Therefore, the Secretary issued a Proposed Order to Cease and Desist and Notice of Hearing to Respondent in December of 2022. Bowen responded to the December 2022 Proposed Order on behalf of Greenwood Cemetery within the time permitted in the Proposed Order.

15. On August 5, 2024, the Secretary and Bowen met for an informal conference regarding the Proposed Order.

16. At the August 5, 2024, informal conference, Bowen made representations that he would provide the proper registration documents for Greenwood Cemetery within a week. Greenwood Cemetery failed to submit the registration documents.

17. On September 23, 2024, the Secretary issued a subpoena to Greenwood Cemetery for the registration information. Its response was due October 23, 2024 at 5:00 PM.

18. A Greenwood Cemetery representative submitted the response to the subpoena to the Secretary in person on October 23, 2024 within the time required.

19. Greenwood Cemetery’s October 23, 2024, subpoena response was deficient.

20. Greenwood Cemetery remained unregistered at the time of the entry of the December 18, 2024, Notice of Hearing and Proposed Order to Cease and Desist.

21. The Secretary received Greenwood Cemetery’s 2025 Perpetual Care Cemetery Renewal Notice on February 26, 2026.

BURIAL PROCEDURES COMPLAINT

22. On October 25, 2022, the Secretary received notice a Georgia citizen (“Complainant”) was claiming Greenwood Cemetery may have mismarked her late husband’s (“Decedent”) grave location.

23. On October 26, 2022, the Secretary opened an investigation into the matter of the Decedent’s grave location.. Based on the information obtained, the Secretary found as follows:

a. Burial of Decedent

24. Decedent’s marker was not initially installed in the location the Complainant had contracted to purchase, nor was Decedent buried in the location the Complainant had contracted

to purchase. Greenwood Cemetery's Office Manager ("Office Manager") noticed the marker was not in the contracted location over a year after Decedent was buried. The Office Manager instructed Greenwood Cemetery's Superintendent ("Superintendent") to move Decedent's marker from its initial location to the location on the Complainant's contract without receiving prior authorization from the Complainant. The Complainant became concerned when the marker was moved, and asked for the new marker's location to be probed to ensure a vault was there. The Superintendent probed the marker's new location and the initial location. The probes showed there was no vault buried in the marker's new location, and a vault was buried in the marker's initial location. The details regarding this incident are recited herein below.

25. On Saturday, November 9, 2019, Decedent passed away.

26. On November 12, 2019, the Complainant contracted with Greenwood Cemetery for the purchase of one grave in Garden of Faith, Lot 90A, Grave 2 ("Lot 90A, Grave 2").

27. An interment order was issued to the grounds crew to open Lot 90A, Grave 2

28. The grounds crew opened Garden of Faith, Lot 127, Grave 4 ("Lot 127, Grave 4") for the Decedent's burial.

29. Lot 127 is adjacent to Lot 90A.

30. The Decedent's marker was originally installed at Lot 127, Grave 4.

31. In June of 2022, the Office Manager discovered there was no headstone on Lot 90A, Grave 2 which was the grave the Complainant contracted to purchase. The Office Manager found the Decedent's marker at Lot 127, Grave 4.

32. The Office Manager asked the Superintendent to move the Decedent's marker without prior authorization from the Complainant.

33. The Decedent's marker was moved to Lot 90A, Grave 2.

34. The Superintendent probed Lot 127, Grave 4, and found a vault buried at that location.

35. The Superintendent probed Lot 90A, Grave 2, and mistakenly thought there was a vault buried there. He re-inspected Lot 90A, Grave 2 and discovered the probe was detecting rock, not a vault. The Superintendent concluded there was no vault buried in Lot 90A, Grave 2.

36. Greenwood Cemetery's January 2023 subpoena response relating to this matter included conflicting statements. The Office Manager's handwritten statement specified that to her knowledge, the Decedent was buried in Lot 90A, Grave 2. A typed statement included in the

subpoena response states, “. . . Mr. Bowen became convinced that [Decedent] is situated in Grave 4, Lot 127.” The author of the typed statement was not disclosed.

37. There is no vault buried in Lot 90A, Grave 2 although Decedent’s marker is currently installed at Lot 90A, Grave 2.

38. There is a vault believed to contain the body of Decedent buried in Lot 127, Grave 4, although there is no marker marking Lot 127, Grave 4.

39. The individual buried in Lot 127, Grave 4, is lying in an unmarked grave.

b. Greenwood Cemetery’s Burial Procedures

40. The Office Manager was never trained on Greenwood Cemetery’s Rules and Regulations. The Office Manager trained herself to plot and map burial spaces.

41. There have been approximately seventeen (17) to twenty (20) instances of an individual being buried in the wrong grave at Greenwood Cemetery since 2018.

42. The Superintendent, responsible for digging graves at Greenwood Cemetery did not receive training upon starting to work at Greenwood Cemetery.

43. Previously, the Superintendent opened an unmarked grave for a burial and found an unknown individual already buried in that location.

c. Greenwood Cemetery’s Subpoena Response

44. On December 2, 2022, the Secretary sent Greenwood Cemetery a subpoena for documents related to this matter.

45. On January 13, 2023, Greenwood Cemetery responded to the Subpoena.

46. The subpoena response included Greenwood Cemetery’s contract of sale with the Complainant. The grave location listed in the contract for Decedent was “Section GDN, Lot 90-A, Gr 2.” The contract shows GDN is an abbreviation for a section titled Garden of Faith and “gr. 2” is an abbreviation for “Space 2,-A.”

47. The subpoena response included Greenwood Cemetery’s interment book. The interment book states Decedent was buried in Section GDN, Lot 90-A, Space 2. This is the same grave location listed in Greenwood Cemetery’s contract of sale with Complainant.

48. The subpoena response included Greenwood Cemetery’s Lot Card reflecting Decedent’s Burial Location. The Lot Card lists Decedent was to be buried at the same location as is the contract and the interment book, Section Garden of Faith, Lot 90-A, Grave 2.

49. The subpoena response included Greenwood Cemetery's conveyance of the Decedent's grave location to the Complainant. The conveyance shows Section Garden of Faith, Lot 90-A, Grave 2 was conveyed to Complainant.

50. The subpoena response included Greenwood Cemetery's Interment Work Order to bury Decedent. The interment work order states he was to be buried at Section GDN, Lot 90-A, Grave 2.

51. The subpoena response included a handwritten statement from the Office Manager. The Office Manager's Statement included the following representations:

- a) "I sold [Complainant] Section Garden of Faith Lot 90-A, Grave 2 for the burial of [Decedent]"
- b) "To my knowledge, [Decedent] is/was buried in the Section Garden of Faith, Lot 90-A Grave 2."
- c) "I know this is where [Decedent] is laid to rest at Greenwood."
- d) "On or about the middle of June 2022 I went out into the cemetery to check [Decedent]'s grave. His [marker] was not at his feet. . ."
- e) "[His marker] was actually up on the hill 2 rows on Lot 127, Grave 4 instead."
- f) ". . . I immediately brought it to the Superintendent's attention. He and I met where the marker was originally placed, on lot 127, grave 4. I asked him to move it to Lot 90-A, Grave 2 because I knew it was on the wrong grave."
- g) "[The superintendent] moved [Decedent]'s marker to Lot 90-A, Grave 2, where we buried him. The marker was moved on the same day."
- h) "I called [Complainant]. She did not answer. I left a message stating that I needed to speak with her."
- i) "On or about the following Monday or Tuesday, [Complainant] called Greenwood. I spoke to her about her husband's marker. I told her I asked the superintendent to move it to the right grave where we buried him which was Lot 90-A, Grave 2."

52. The subpoena response included a handwritten statement from Greenwood Cemetery's Superintendent. The statement included the following representations:

- a) "I was notified by [the Office Manager] to move [Decedent]'s marker. The graves were already flagged by [the Office Manager] from the original

location to the other location. The test probes from the original location. 2 at the top 2 in the middle and 3 at the bottom of the grave. There is a vault there... The new location same procedure but no vault.”

53. The subpoena response included a typed document titled “[Decedent]’s Sequence of Events Greenwood Cemetery.” The author of this document was not disclosed. The document includes the following representations:

- a) “On November 12, 2019, [Complainant] purchased one grave in the Garden of Faith, Lot 90A, Grave 2. A contract for the purchase of the grave, vault, and opening and closing was made on November 12, 2019. Greenwood’s office manager . . . handled the in-house arrangements.”
- b) “A grave order was issued to the grounds crew to open Grave 2, Lot 90A, Garden of Faith.”
- c) “The grounds crew opened Grave 4, Lot 127, Garden of Faith for the [Decedent’s] service. This grave is two spaces directly above Grave 2, Lot 90A.
- d) “In early June 2022, [the Office Manager] inspected the area around Lot 90A in the Garden of Faith at the request of an adjacent lot owner. . . .”
- e) “During [the Office Manager’s] inspection of the area surrounding Lot 90A, she found no marker for [Decedent] on grave 2 of 90A. [The Office Manager] located [Decedent]’s marker at the foot of Lot 127, Grave 4 in the Garden of Faith.”
- f) “Assuming the marker had been misplaced, [the Office Manager] summoned the [Superintendent] and asked him to move [Decedent] from Lot 12[7] to the owner’s lot, 90A, grave 2. [The Superintendent] complied with the request.”
- g) “Mr. Bowen and [the Superintendent] met with [the Complainant] at a later date to assess the situation.”
- h) “Prior to the meeting with [Complainant], [the Superintendent] and Mr. Bowen surveyed the Garden of Faith within the questioned area and used a tile probe to locate vaults. The probe indicated a vault was present in Lot 127, Grave 4. An initial probe of Lot 90A indicated a vault was also present in

Grave 2 of Lot 90A. The probe of vault in Grave 2 of Lot 90A was later proved to be false.”

- i) “A few days after the meeting with [the Complainant], [the Superintendent] reinspected Lot 90A, Grave 2 with the tile probe. [The Superintendent] informed Mr. Bowen that the probe indicated rock present in this grave and no vault was present.”
- j) “Based on the information as stated above, Mr. Bowen became convinced that [Decedent] is situated in Grave 4, Lot 127.”

CARE AND MAINTENANCE ISSUES

A. April 23, 2024 Inspection

54. On April 23, 2024, the Secretary sent an inspector to inspect the cemetery and report on the conditions of Greenwood Cemetery’s care and maintenance. The inspector took one hundred ninety-three (193) photographs (“Photo(s)”) of Greenwood Cemetery.

i. *Grounds on April 23, 2024*

55. Photos provided by the inspector show section signs throughout the grounds are fading, nearly illegible, or completely broken. Photos show some in-ground section markers are rising out of the ground.

56. Photos provided by the inspector show portions of the grass has not been mowed or maintained. Photos show many areas of the cemetery are bare or covered in dead grass. Photos show weeds growing in areas of the grounds.

57. Photos provided by the inspector show bushes are overgrown and impeding the pathways throughout the grounds. Photos show broken and displaced concrete curbs throughout the grounds

ii. *Graves on April 23, 2024*

58. Photos provided by the inspector show scattered organic debris, including large sticks, grass clippings, dead grass, pine straw, leaves and small tree limbs, throughout the grounds and among graves.

59. Photos provided by the inspector show many graves filled with soil and excess rocks. Photos show graves with an above ground concrete cover with large spots of dirt and mud stuck on the covers.

60. Photos provided by the inspector show many bare graves without sod or other materials to stimulate grass growth.

61. Photos provided by the inspector show several graves sinking or settling.

iii. ***Headstones, Markers, and Vases on April 23, 2024***

62. Photos provided by the inspector show many markers covered and obscured by organic debris including grass, dirt, ant hills, and leaves.

63. Photos provided by the inspector show weeds growing around markers. Several photos show graves where grass has begun growing on the markers. Several photos show graves where there is no grass around the marker and the marker is on a bare patch.

64. Photos provided by the inspector show graves with markers missing or with broken vases.

65. Photos provided by the inspector show grave markers and mausoleums with cracks and acute environmental staining.

66. Photos provided by the inspector show graves with markers sinking into the ground

iv. ***Roadways and Entryways on April 23, 2024***

67. Photos provided by the inspector show the office building at the entryway is in severe structural decay. Photos show part of a gutter hanging off the building and a part of the roof has fallen off. Photos show paint is peeling in various parts of the building.

68. Photos provided by the inspector show the roadways are cracked excessively, contain multiple potholes, and are covered in mud and debris.

69. Photos provided by the inspector show the curbs along the roadways are cracked and broken.

B. Letter of Caution

70. The Secretary issued a Letter of Caution (“Letter”) to Greenwood Cemetery on July 23, 2024, to address the care and maintenance issues.

71. Specifically, the Letter stated:

The Board has determined that Greenwood should make reasonable efforts to repair and maintain the following:

- a) Mow and maintain grass;
- b) Remove and abate the spreading of ant hills;
- c) Remove dirt, cracks, mud and debris from roadways;
- d) Reduce mud throughout cemetery;

- e) Remove and abate grass growing in roadways;
- f) Reseed or resod areas with dead grass or bare dirt;
- g) Remove dirt and debris from grave markers;
- h) Place all round lot markers in the ground surrounded by clean and sodded grass;
- i) Repair broken curbs;
- j) Repair cracks in concrete grave markers;
- k) Repair broken vases;
- l) Repair cracks in large concrete structures, including mausoleums;
- m) Remove weeds around grave markers;
- n) Remove trash and debris scattered throughout cemetery; and
- o) Properly store or remove straw piles and other scattered materials.

72. The Letter instructed Greenwood Cemetery that a follow up inspection would be conducted and warned that if Greenwood Cemetery did not make reasonable efforts to address the foregoing items in good faith, then the Secretary will resubmit this issue to the Board for further action.

C. October 2024 Inspection

73. On October 2, 2024, the Secretary sent an inspector to inspect the cemetery and report on the conditions of Greenwood Cemetery's care and maintenance. Based on the inspector's findings, it was determined that Greenwood Cemetery failed to comply with the LOC.

74. The inspector took one hundred sixty-three (163) photographs ("Photo(s)") of Greenwood Cemetery to document its conditions and the failure of cemetery owner Bowen to care and maintain the cemetery, as follows:

i. Grounds on October 2, 2024

75. Photos provided by the inspector show numerous section signs throughout the grounds are fading, nearly illegible, or completely broken. Photos show some in-ground section markers continue to rise out of the ground.

76. Photos provided by the inspector show portions of the grass has not been mowed nor properly maintained. Photos show many areas of the cemetery continue to remain bare or covered in dead grass. Photos show many large dirt patches throughout the cemetery.

77. Photos provided by the inspector show weeds growing in numerous areas of the grounds. Photos show pinecones, trash, and other debris are scattered among the grounds.

78. Photos provided by the inspector show bushes are overgrown and impeding the pathways throughout the grounds. Photos show broken and displaced concrete curbs throughout the grounds

79. Photos provided by the inspector show concrete stairs in the cemetery are cracked and sagging, grass is growing through the sidewalk, and a bench on the grounds leaning.

ii. Graves on October 2, 2024

80. Photos provided by the inspector show a grave covered with a large piece of plywood.

81. Photos provided by the inspector show numerous graves sinking and settling. Photos also show several bare graves without sod or other materials to stimulate grass growth.

iii. Headstones, Markers, and Vases on October 2, 2024

82. Photos provided by the inspector show several markers appear to be pushed out of the ground by tree roots. Photos also show several markers are sinking into the ground or are broken.

83. Photos provided by the inspector show many markers remain covered in pine straw, pinecones, grass, leaves, and other organic debris. Photos show numerous graves where the grass is growing on the markers.

84. Photos provided by the inspector show several headstones are broken, sinking, leaning, or crooked. Photos show several weeds are growing up the headstones.

85. Photos provided by the inspector show a family crypt with vines covering and growing inside its gates.

iv. Roadways and Entryways on October 2, 2024

86. Photos provided by the inspector show the office building at the entryway is in severe structural decay. Photos show part of a gutter hanging off the building and a part of the roof has fallen off. Photos show peeling paint in various parts of the building.

87. Photos provided by the inspector show the roadways remain excessively cracked, contain multiple potholes, and are still covered in mud, dirt, pine straw and debris in numerous areas.

88. Photos provided by the inspector show the curbs along the road are cracked and broken. Photos show weeds growing over the curb and many large sticks or small tree limbs scattered along the curb. Photos show overgrown bushes and small trees growing along the side of the road.

89. Photos provided by the inspector show a broken silt fence along a portion of the roadway. Photos show piles of pine straw are falling out of the silt fence. Photos show a portion of the roadway with several pieces of black plastic tubing strewn along the side of the road.

APPLICABLE LAW

90. Paragraphs 1 through 89 are incorporated by reference as though fully set forth herein.

91. The Secretary has jurisdiction over this matter pursuant to the Act. *See* O.G.C.A. §§ 10-14-14 and 10-14-19.

92. Pursuant to O.C.G.A. § 10-14-19(a)(1) of the Act, if the Secretary determines: that any person has engaged in, or is engaging in, or is about to engage in any act or practice or transaction which is prohibited by this chapter or by any rule, regulation, or order of the Secretary of State promulgated or issued pursuant to any Code section of this chapter or which is declared to be unlawful under this chapter, the Secretary of State may...[i]ssue an order, if he or she deems it to be appropriate in the public interest or for the protection of consumers, prohibiting such person from continuing such act, practice, or transaction, subject to the right of such person to a hearing as provided in Code Section 10-14-23.

93. Pursuant to O.C.G.A. § 10-14-19(f) the Secretary is authorized to impose a “civil penalty not to exceed \$10,000.00 for a single violation and not exceeding \$100,000.00 for multiple violations in a single proceeding or a series of related proceedings.”

94. Respondent is registered with the Division as a PCPN Cemetery pursuant to O.C.G.A. § 10-14-4. Thus, Respondent is subject to discipline under the Act.

95. Pursuant to O.C.G.A. § 10-14-4(d), every registration as a Cemetery Owner and Preneed Dealer “shall expire on the first day of August of each year.”

96. Pursuant to O.C.G.A. § 10-14-4(a)(1):

[u]nless exempt under this chapter, it shall be unlawful for any person to offer for sale or to sell any cemetery burial rights, mausoleum interment rights, columbarium inurnment rights, grave spaces, or other physical locations for the final disposition of human remains in this state unless such person is registered as or employed by and acting on behalf and under the direction of a person registered as a cemetery owner pursuant to [the Act].

97. Pursuant to O.C.G.A. § 10-14-4(a)(2):

[u]nless exempt under this chapter, it shall be unlawful for any person to offer for sale or sell burial or funeral merchandise or burial services in this state unless such person is registered as or employed by and acting on behalf of and under the direction of a person registered as a cemetery owner under this Code section, a

funeral director under Chapter 18 of Title 43, or a burial or funeral merchandise dealer under this Code section.

98. Pursuant to O.C.G.A. § 10-14-17(b),

it shall be unlawful for any person in connection with the ownership, offer, sale, or purchase of any burial rights, burial or funeral services, or burial or funeral merchandise, directly or indirectly. . . to engage in any transaction, act, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser or seller.

99. Pursuant to Rule 590-3-3-.03(5), each perpetual care cemetery required to register with the Secretary of State shall keep and maintain a space lot journal or equivalent records at the cemetery's principal place of business in Georgia. The space lot journal is required to contain indication that the lot has been used for interment, the identify of the person interred, and the date on which the person was interred.

100. Pursuant to Rule 590-3-1-.15, every cemetery, preneed dealer, merchandise dealer, salesperson or person subject to the jurisdiction of the Act shall observe high standards of commercial honor and just and equitable principles of trade in the conduct of business.

101. Pursuant to O.C.G.A. § 10-14-17(i), “[i]t shall be unlawful for any owner or operator of a perpetual care cemetery to fail to provide care and maintenance for the cemetery.”

102. Pursuant to O.C.G.A. § 10-14-3(6):

“Care and maintenance” means the perpetual process of keeping a cemetery and its lots, graves, grounds, landscaping, roads, paths, parking lots, fences, mausoleums columbaria, vaults, crypts, utilities, and other improvements, structures, and embellishments in a well cared for and dignified condition, so that the cemetery does not become a nuisance or place of reproach and desolation in the community. As specified in the rules of the Secretary of State, care and maintenance may include, but is not limited to, any or all of the following activities: mowing the grass at reasonable intervals; raking and clearing the grave spaces and adjacent areas; pruning of shrubs and trees; suppression of weeds and exotic flora; and maintenance, upkeep, and repair of drains, water lines, roads, buildings, and other improvements. Care and maintenance may include, but is not limited to, reasonable overhead expenses necessary for such purposes, including maintenance of machinery, tools, and equipment used for such purposes. Care and maintenance may also include repair or restoration of improvements necessary or desirable as a result of wear, deterioration, accident, damage, or destruction. Care and maintenance does not include expenses for the construction and development of new grave spaces or interment structures to be sold to the public.

103. Pursuant to Rule 590-3-1-.01:

As used in the Act and herein, "care and maintenance", in addition to those activities described in O.C.G.A. Sec. 10-14-3(6), which are incorporated herein, shall be defined as maintaining the cemetery in a reasonable condition, which shall include leveling of the grounds where interments have been made, sodding or planting of grass over interments when graves are closed, reasonable care of grass and other ground cover, subject to climatic and soil conditions, removal of all debris, regular mowing and edging, repair of potholes in pavement, resulting in a well kept appearance at all times. It shall be further defined as maintaining buildings, structures and other improvements located on cemetery property in accordance with all applicable laws and codes. It shall be further defined as maintaining the cemetery property free of inoperative vehicles and machinery, unless stored in a closed structure. It shall further be defined as appropriately marking each entrance to the cemetery property from any public road, with at least one such entrance having a sign indicating the name of the cemetery, and the location of the office for such cemetery if not located on that property.

SECRETARY OF STATE'S FACUAL ALLEGATIONS

104. Respondent violated O.C.G.A. §§ 10-14-4(a)(1), 10-14-4(a)(2), and 10-14-4(d) when Greenwood Cemetery operated unregistered between August 1, 2010, and March 27, 2026.

105. Respondent violated O.C.G.A. § 10-14-17(b) when its employees contracted with Complainant to bury her husband in lot 90-A, grave 2, but buried her husband in a different spot than the one contracted with.

106. Respondent violated Rule 590-3-1-.15 by failing to properly indicate the lot used for Decedent's interment and failing to properly indicate the identity of persons interred in Lot 90A, Grave 2. Evidence shows ongoing failures at Greenwood Cemetery to properly maintain its space lot journal or equivalent records.

107. Respondent has engaged in a persistent and systemic failure to provide care and maintenance for the cemetery in violation of O.C.G.A. § 10-14-17(i).

CONSENT ORDER

WHEREFORE, it is hereby agreed that:

1. The registration of **Greenwood Cemetery** is placed in a status of **CONDITIONAL REGISTRATION for THREE (3) YEARS**. Said conditional registration is considered

heightened supervision requiring compliance oversight as stipulated in Exhibit “A”. The conditional registration period will commence upon execution of this Consent Order.

2. Cemetery owner **F. COLL BOWEN III** shall pay, or cause Respondent to pay, a **CIVIL PENALTY** in the amount of fifty thousand dollars (\$50,000.00) to the Secretary; provided, however, that such civil penalty shall be reduced dollar-for-dollar by qualifying payments made by Respondent or on Respondent’s behalf on or before any transfer of ownership or on or before December 31, 2026, whichever comes first, toward care and maintenance improvements, deferred maintenance, grounds remediation, property improvements, and central recordkeeping requirements outlined in Exhibit A. The intent of this provision is to allow Respondent to satisfy the civil penalty by investing funds directly into the improvement of the care and maintenance conditions of Greenwood Cemetery. Any portion of the fifty thousand dollars (\$50,000.00) civil penalty not offset by qualifying payments made on or before December 31, 2026 shall become due and payable to the Secretary.
3. At the end of the three-year period, Respondent shall pay a **CIVIL PENALTY** to the Secretary in the amount of fifty thousand dollars (\$50,000.00), less any payments the Respondent makes towards the care and maintenance improvements and record keeping requirements that are outlined in Exhibit A over and above such amounts applied to reduce the Civil Penalty described in paragraph 2 above. The intent of this Consent Order is to ensure Respondent is investing the funds into the improvement of the care and maintenance conditions of the property. Funds used for ordinary operating and business expenses shall not be considered an investment into the improvement of care and maintenance. For the purposes of this Consent Order, expenses for legal services, office supplies, and ordinary operating and business expenses, including ordinary expenses associated with the opening and closing of graves, shall not be considered care and maintenance improvement expenses. Ordinary-course payroll expenses for employees and maintenance workers shall also not be considered care and maintenance improvement expenses. However, documented incremental labor costs, temporary labor costs, overtime, third-party contractor costs, and project-based remediation labor costs incurred above Respondent’s baseline staffing level and directly related to the care and maintenance improvements, deferred maintenance, grounds remediation, property

improvements, and central recordkeeping requirements outlined in Exhibit A shall qualify as care and maintenance improvement expenses. For purposes of this Consent Order, “baseline staffing level” means Respondent’s grounds and maintenance staffing level as of the date of entry of this Consent Order, unless otherwise agreed in writing by the Division.

4. In the event of a breach of the Consent Order including but not limited to Exhibit A, by Bowen or Respondent, the Secretary shall provide notice to Bowen or Respondent, as the case may be, identifying the actions of Bowen or Respondent that constitute a breach of the Consent Order and shall provide Bowen or Respondent, as applicable, with fifteen (15) calendar days to respond to the Secretary. In response to the Secretary’s notice, Bowen or Respondent, as applicable, shall provide a written estimate of a reasonable and detailed timeline needed to cure the breach. In the event that Bowen or Respondent fails to respond and provide such a timeline to cure within fifteen (15) calendar days, the Secretary may pursue all rights and remedies under the laws of the State of Georgia to compel Bowen’s or Respondent’s compliance with the relevant provisions of this Consent Order, to pursue collection of any remaining balance of the civil penalty and cost of investigation, and/or to pursue administrative disciplinary action.
5. The entry of this Consent Order is deemed to be in the public interest. If at any time it appears to the Secretary that Bowen or Respondent has failed to comply with this Consent Order or has made any other material misrepresentations or omissions in regard to this matter, the Secretary may take further action. Furthermore, except as provided in the preceding sentence or in the case of noncompliance with this Consent Order, this Consent Order is a full and final settlement of any and all existing claims against or liability of Bowen and Respondent for violations of the Act alleged by the Secretary, and no further enforcement action will be taken by the Secretary, with respect to the matters described herein and in the Statutory Compliance and Supervision Plan (“Compliance Plan”) in which this Consent Order is a part.

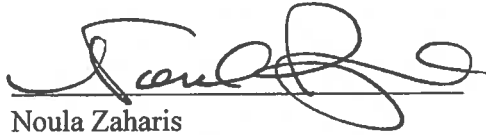
This Consent Order is entered into voluntarily to resolve and compromise these matters between the parties. It is expressly understood and agreed that the Compliance Plan including this Consent Order does not constitute, nor shall it be construed as, an admission of any allegation, fault, liability, guilt, violation, noncompliance, or

wrongdoing by Bowen or Respondent. Bowen and Respondent expressly deny all allegations and claims of liability, violation, noncompliance, wrongdoing, or misconduct of any kind.

SO AGREED this 15th day of June, 2026.

**SECRETARY OF STATE
BRAD RAFFENSPERGER**

By:



Noula Zaharis
Assistant Commissioner of Securities
Division Director

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL TERMS IN THE ABOVE STATUORY COMPLAINCE AND SUPERVISION PLAN AND THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT.

Greenwood Cemetery, Inc. *on behalf of Respondent.*



BY: F. COLL BOWEN, II

TITLE: TRUSTEE

DATE: 6/22/2026

CONSENT TO ENTRY OF CONSENT ORDER, Greenwood Cemetery, Inc.

Greenwood Cemetery, Inc. and Respondent ("Greenwood Cemetery") hereby acknowledge that it has been served with a copy of this Consent Order, have read the foregoing Consent Order, are aware of their rights to a hearing and appeal in this matter, and have waived the same.

Greenwood Cemetery and Respondent admits the jurisdiction of the Secretary of State for the State of Georgia and consents to entry of this Consent Order as settlement of the issues contained in this Consent Order.

Greenwood Cemetery and Respondent agrees that they shall not claim, assert, or apply for a tax deduction or tax credit with regard to any state, federal, or local tax for any administrative monetary penalty that the Greenwood Cemetery or Respondent shall pay pursuant to this Consent Order.

Greenwood Cemetery and Respondent state that no promise of any kind or nature whatsoever was made to them to induce them to enter into this Consent Order and that they have entered in this Consent Order voluntarily.

The below signator(s) represent that they are an officer of the respective organization and that, as such, has been authorized by the organization to enter into this Consent Order for and on behalf of Greenwood Cemetery and Respondents.

Dated this 22 day of June, 2026.

Greenwood Cemetery, Inc.



BY: F. COLL ROWEN, III

TITLE: TRUSTEE

EXHIBIT "A"

The Division and Respondent agree to the following conditions:

1. The Division shall place Respondent on a three (3) year compliance supervision period ("Supervision Period"). During the Supervision Period, the Respondent shall commit to improving the conditions of the grounds and property, including but not limited to the following:
 - (a) Respondent shall create and implement landscaping procedures to maintain regular mowing and weeding in order to maintain tidy grass;
 - (b) Respondent shall create and implement groundskeeping procedures to reduce trash, debris, and anthills throughout the grounds;
 - (c) Respondent shall create and implement a plan to improve conditions of the roads and curbs throughout the cemetery;
 - (d) Respondent shall create and implement a plan to stabilize the office and entry building including improving the roof, gutters, weatherproofing the building, and ensuring the safety of the building;
 - (e) Respondent shall create and implement a plan to re-pin gardens, sections, lots, round lot markers, and other cemetery reference points as necessary to improve mapping, field accuracy, and space identification;
 - (f) Respondent shall create and implement a plan to reduce mud and reseed dead or bare areas of the cemetery grounds.
 - (g) Respondent shall create and implement a plan to reduce vase breakage throughout the grounds, including a plan to repair broken vases and provide substitute vases where possible.
2. Respondent shall appoint a Compliance Officer and inform the Secretary of State of the appointment of the Compliance Officer within thirty (30) days of the entry of this Consent Order.
3. Within sixty (60) days of the entry of this Consent Order the Compliance Officer shall submit to the Secretary updated Compliance Manual for the Cemetery to ensure future and ongoing compliance with the Georgia Cemetery and Funeral Services Act of 2000. The Compliance Manual shall policies and procedures that include but are not limited to:
 - i ensure Annual Reports and Annual Renewals are submitted by the deadlines;
 - ii ensure future compliance with Space Lot journal provisions
 - iii ensure future compliance with the care and maintenance provisions

4. Respondent shall create and implement an internment verification and record control process. This process must include steps in the following stages of the internment verification and record control process:

- (a) Case initiation;
- (b) Space identification;
- (c) Field layout and internal assessment;
- (d) Family confirmation;
- (e) Independent blind checks;
- (f) Administrative central review;
- (g) Pre-opening release;
- (h) Day-of-service verification; and
- (i) Interment close out.

5. During the Supervision Period, Respondent shall submit quarterly reports to the Secretary. The quarterly reports shall be due to the Secretary within fifteen (15) calendar days after the close of the quarter. The reports shall include, but are not limited to, the following:

- (a) Submit care and maintenance invoices and expense reports (collectively, "Expense Reports") on a quarterly basis following the issuance of this Consent Order.

The Expense Reports shall be organized by property and not include expenses incurred during the normal course of business. Expenses not considered care and maintenance improvement expenses include, but are not limited to, ordinary-course costs associated with opening and closing a grave, ordinary administrative expenses, legal services, accounting services, office supplies, software licenses unrelated to central recordkeeping remediation, and ordinary operating and business expenses. Ordinary-course payroll expenses for employees and maintenance workers shall not be considered care and maintenance improvement expenses. However, documented incremental labor costs, temporary labor costs, overtime, third-party contractor costs, and project-based remediation labor costs incurred above Respondent's baseline staffing level and directly related to the care and maintenance improvements, deferred maintenance, grounds remediation, property improvements, and central recordkeeping requirements outlined in Exhibit A shall qualify as care and maintenance improvement expenses.

- (b) Report to the Division, in its quarterly reports, all complaints Greenwood Cemetery received through its complaint process.

This portion of the quarterly report shall include the name, address, phone number of complainants, and resolution status of the complaint. Receipt of complaints shall not necessarily constitute a breach of the Consent Order, however, a failure to provide these complaints to the Division in Respondent's quarterly reports will be treated as a breach of this Consent Order.

- (c) Report to the Division, in its quarterly reports, staffing schedules for the offices at Greenwood Cemetery.

(d) Provide quarterly updates as to the “care and maintenance” efforts, and capital improvements made, at Greenwood Cemetery as outlined in the Consent Order.

6. Respondent agrees that, during the Supervision Period, in the event that they undertake any change in corporate form, including if they sell, merge, or transfer business operations, they shall include in any contract for sale the obligations under this Consent Order as to bind any successor owners of the cemetery. Respondent further agree to provide proof of this clause to the Division if a contract for the sale of property is executed.
7. At the end of the Supervision Period, the remaining balance of the civil penalty of fifty thousand dollars (\$50,000.00), as calculated consistent with the terms of this Consent Order, will be due and payable.

This serves as an agreement between Respondent and the Secretary. Respondent’s full compliance with this Consent Order and the terms set herein will serve to vacate the Secretary’s Proposed Order to Cease and Desist and Impositions of Civil Penalty and Notices of Opportunity for Hearing. Failure to comply fully with the terms and deadlines set forth in Exhibit A will constitute a breach of the Consent Order.