

COPY

PROTHONOTARY

2010 SEP -2 PM 2:33

Department of State

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE COMMONWEALTH

Commonwealth of Pennsylvania
Bureau of Charitable Organizations

vs.

Grassroots Campaigns, Inc.,
Respondent

:
:
: Docket No. 0043-98-10
: File No. 10-98-05921
:
:

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau"), and Grassroots Campaigns, Inc., ("Respondent") stipulate as follows in settlement of the above-captioned case.

JURISDICTION

1. This matter is before the Secretary of the Commonwealth ("Secretary") pursuant to the Solicitation of Funds for Charitable Purposes Act, Act of December 19, 1990, P.L. 1200, No. 202, *as amended* ("Act"), 10 P.S. §§ 162.1, *et. seq.*
2. Respondent is a professional solicitor as defined by the Act.
3. Respondent has been registered in the Commonwealth periodically as a professional solicitor services, certificate number 31119, and provided professional solicitor services to charitable organizations within the Commonwealth.

STIPULATED FACTS

4. Respondent admits that the following allegations are true:
 - a. Respondent's last known address on file with the Bureau is 59 Temple Place, Suite 402, Boston, MA 02111.

- b. On or about September 11, 2009, Respondent filed a contract with the Bureau to provide professional solicitor services to the American Society for Prevention of Cruelty to Animals.
- c. Respondent solicited Pennsylvania residents and businesses on behalf of the American Society for Prevention of Cruelty to Animals between September 18, 2009 and December 31, 2009.
- d. Respondent was required to file a campaign report for its contract with the American Society for Prevention of Cruelty to Animals on or about March 31, 2010.
- e. Respondent did not file a campaign report for the American Society for Prevention of Cruelty to Animals by March 31, 2010.
- f. On or about October 27, 2008, Respondent filed a contract with the Bureau dated July 20, 2008, to provide professional solicitor services to Amnesty International of the U.S.A., Inc. ("Amnesty Contract").
- g. Respondent solicited Pennsylvania residents and businesses on behalf of Amnesty International of the U.S.A., Inc. pursuant to the Amnesty Contract until December 31, 2009.
- h. Respondent was required to file a campaign report for its contract with Amnesty International of the U.S.A., Inc. on or about March 31, 2010.
- i. Respondent did not file a campaign report for Amnesty International of the U.S.A., Inc. by March 31, 2010.
- j. On or about October 20, 2008, Respondent filed a contract with the Bureau dated October 2, 2008, to provide professional solicitor services to the Planned Parenthood Action Fund, Inc. ("Planned Parenthood Contract").

k. Respondent solicited Pennsylvania residents and businesses on behalf of the Planned Parenthood Action Fund, Inc. pursuant to the Planned Parenthood Contract until December 31, 2009.

l. Respondent was required to file a campaign report for its contract with the Planned Parenthood Action Fund, Inc. on or about March 31, 2010.

m. Respondent did not file a campaign report for the Planned Parenthood Action Fund, Inc. by March 31, 2010.

n. On or about December 30, 2008, Respondent filed a contract with the Bureau to provide professional solicitor services to the Save the Children Federation, Inc.

o. Respondent solicited Pennsylvania residents and businesses on behalf of the Save the Children Federation, Inc. from January 1, 2009 until December 31, 2009.

p. Respondent was required to file a campaign report for its contract with the Save the Children Federation, Inc. on or about March 31, 2010.

q. Respondent did not file a campaign report for the Save the Children Federation, Inc. by March 31, 2010.

AGREED VIOLATIONS

5. Respondent admits and agrees that by engaging in the foregoing activities:

a. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1) by and through 10 P.S. § 162.9(l) by failing to file campaign financial reports within ninety days after a solicitation campaign or event was completed or on the anniversary of a campaign or event lasting more than one year.

PROPOSED ORDER

6. The participants, intending to be legally bound, consent to issuance of the following Order in settlement of this matter:

- a. Respondent violated the Act at 10 P.S. § 162.15(a)(1) by and through 10 P.S. § 162.9(i).

ADMINISTRATIVE FINE

- b. An ADMINISTRATIVE FINE of two thousand dollars (\$2,000) is levied upon Respondent. Respondent shall tender the full sum of two thousand dollars (\$2,000), with this executed Consent Agreement which shall be paid by certified check, cashiers check, attorney's check, or U.S. Postal money order made payable to the "Commonwealth of Pennsylvania."

FILING OF CONTRACTS AND CAMPAIGN REPORTS

- c. Respondent shall submit to the Bureau any and all overdue contracts and campaign financial reports within thirty (30) days of the date of the Secretary's Order adopting this Consent Agreement. In the event that the contracts and/or campaign reports are not filed within the required time frame, the Respondent shall pay an administrative fine of \$1000.00, and shall pay an additional penalty of \$100.00 for each day during which the violation continues, in accordance with Section 162.17 of the Act.

CASE SETTLED AND DISCONTINUED

7. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement and the Respondent's successful completion of the requirements of this Order. However, nothing in this Consent Agreement and Order shall preclude the Prosecution Attorney for the Bureau from filing charges or the Secretary from imposing

disciplinary or corrective measures for violations or facts not contained in this Consent Agreement and Order.

ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING

8. Respondent waives the filing of an Order to Show Cause in this matter.

Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to the hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Bureau; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

AGREEMENT NOT BINDING ON OTHER PARTIES

9. This Consent Agreement is between the Bureau and Respondent only. It does not bind any other administrative or governmental entity of the Commonwealth of Pennsylvania, including any other bureau within the Department of State. Except as otherwise noted, this Agreement is to have no legal effect if (a) the Office of General Counsel expresses an objection to the Agreement's form or legality and/or (b) unless and until the Secretary issues the stipulated Order.

EFFECT OF SECRETARY'S REJECTION

10. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

11. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever, concerning this Agreement.

REGISTRATION

12. The violations contained in this Consent Agreement, and agreed to by Respondent, will not affect Respondent's ability to register as a charitable organization with the Bureau, provided that Respondent is compliant with the Act and all registration information required by the Act has been submitted and approved by the Bureau. Nothing in this paragraph shall preclude the Prosecuting Attorney for the Commonwealth from filing charges, or the Secretary from imposing disciplinary or corrective measures, for violations or facts not contained in this Consent Agreement.

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

13. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent and its officers, directors, agents, employees or independent contractors. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring any information or data produced as a result of this matter to any federal, state, or local agency or governmental unit having jurisdiction over the activities of Respondent or any officer, director, agent, employee or independent contractor of the Respondent.

VERIFICATION OF FACTS AND STATEMENTS

14. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Agreement are made subject to the criminal penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Grassroots Campaigns, Inc.



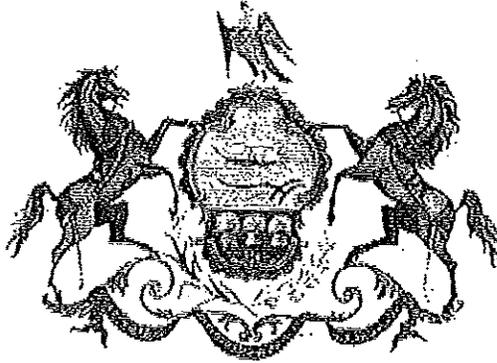
Jacquelyn E. Pfursich, Esquire
Prosecuting Attorney
Department of State



By: Hyana Kramer
Title: Chief Financial Officer
Respondent

DATED: 8/30/10

DATED: 8/27/2010



IN THE MATTER OF
Grassroots Campaigns, Inc.
FILE NO. 10-98-05921

ORDER

AND NOW, to wit, on this 13th day of September 2010, the terms of paragraph 6 of the foregoing Consent Agreement are hereby adopted and incorporated as the Order of the Secretary of the Commonwealth in resolution of this matter. This Order shall take effect immediately.

BY ORDER:

Basil L. Merenda

Basil L. Merenda
Acting Secretary of the Commonwealth