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

Department of State

2010 APR 26 AM 11:25

PROTHONOTARY

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations

Docket No. 0019 - 98 - 10

vs.

File No. 09-98-11423

Tom Kwiatek and Associates,
d/b/a SponsorLink,
Respondent

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau"), and Tom Kwiatek and Associates, d/b/a SponsorLink, ("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 acted as a professional solicitor as defined by the Act.

3. Respondent was previously registered with the Bureau, registration # 15647; however, respondent's registration expired on February 27, 1999 and has not been renewed.

STIPULATED FACTS

4. Respondent admits that the following allegations are true:

a. Respondent's last known address on file with the Bureau is P.O. Box 1503, Bethlehem, PA 18016.

b. Respondent is a professional solicitor as defined by the Act.

c. At all relevant and material times Respondent was not registered to provide professional solicitor services to charitable organizations within the Commonwealth of Pennsylvania.

d. On or about April 25, 2008, the Bureau sent an Investigative Subpoena to Respondent requesting information about soliciting and fundraising activities carried out by Respondent from the last date of registration in 1999, up to and including all current activities.

e. On June 16, 2008, the Bureau received materials and contracts from Respondent in response to the April 25, 2008 Investigative Subpoena.

f. The materials received in response to the Investigative Subpoena included the following:

i. A contract with Central PA Festival of the Arts signed by the parties on November 25, 2002 and February 13, 2003; this contract was not submitted to the Bureau for approval.

ii. A contract with Mayfair, Inc. that had been submitted and approved on February 27, 1998, that ran until August 31, 2000 and which involved activities being performed after Respondent's registration had expired on February 27, 1999.

iii. A contract with VIA Foundation, Inc. that had been submitted and approved on February 27, 1998, that ran until August 31, 2001 and which involved activities being performed after Respondent's registration had expired on February 27, 1999.

iv. A contract with KidsPeace Corporation which ran from July 1, 1998 through December 31, 2000; this contract was not submitted to the Bureau for approval.

v. A signed but undated contract with Johnstown Area Heritage Association bearing a facsimile transmission date of January 31, 2007; this contract was not submitted to the Bureau for approval.

vi. A reference to a contract with Kutztown Pennsylvania Dutch Festival (improperly identified as the Kutztown Folk Festival), however a contract was not produced; this contract was not submitted to the Bureau for approval.

g. A review of Bureau records also revealed the following contracts that had been submitted by Respondent, but which were not identified in the materials received, and which had effective dates that ran past the date when Respondent's registration had expired:

i. A contract with VICA Industry Counsel; this contract ran from February 1, 1999 through January 31, 2001; Respondent did not submit this contract to the Bureau until April 14, 2000, and this contract was not approved due to Respondent's expired registration.

ii. A contract with Special Olympics Pennsylvania, Inc, Bethlehem, PA (this entity is not registered with the Bureau); this contract ran from December 23, 1998 through June 6, 1999; Respondent did not submit this contract to the Bureau until March 25, 1999, and this contract was not approved due to Respondent's expired registration.

iii. A contract with Burn Prevention Foundation; this contract ran from December 3, 1998 to June 19, 1999; Respondent did not submit this contract to the Bureau until March 25, 1998, and this contract was not approved due to Respondent's expired Registration.

iv. A contract with Lifepath, Inc.; this contract ran from February 27, 1998 to August 31, 2000; this contract was approved by the Bureau because Respondent was properly registered with the Bureau at the time the contract was submitted; however, Respondent's registration subsequently expired on February 17, 1999, and was not renewed.

h. Respondent has accrued unpaid administrative fines with the Bureau for failing to properly register in the amount of \$1,350.00; these fines are still outstanding.

AGREED VIOLATIONS

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

a. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(a), by failing to register as a professional solicitor with the Bureau prior to rendering solicitation services;

b. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(e), by failing to file multiple contracts with the Bureau prior to rendering solicitation services; and

c. Respondent violated the Act at 10 P.S. 162.15(a)(1), by and through 10 P.S. 162.9(l) by failing to file multiple campaign 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(a);
- b. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(e); and
- c. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(l).

ADMINISTRATIVE FINE

d. An **ADMINISTRATIVE FINE** of four thousand dollars (\$4,000) is levied upon Respondent. Respondent shall tender the full sum of four thousand dollars (\$4,000), 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."** Respondent shall also pay any and all currently outstanding Administrative Fines levied by the Bureau's registration unit.

FILING OF CONTRACTS AND CAMPAIGN REPORTS

e. 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 Prosecuting 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.

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

12. 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

13. 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.



Jacquelyn E. Pforsich, Esquire
Prosecuting Attorney
Department of State

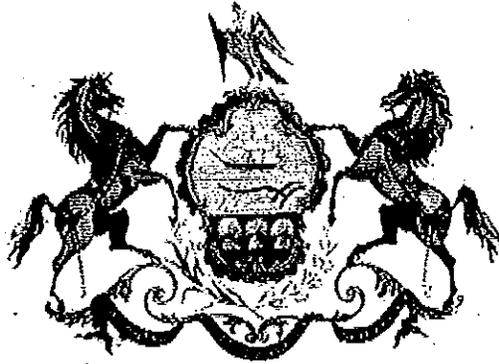
Tom Kwiatek and Associates
d/b/a SponsorLink



By:
Title:
Respondent

DATED: 4/22/10

DATED: 4.14.2010



**IN THE MATTER OF
Tom Kwiatek and Associates,
d/b/a SponsorLink
File No. 09-98-11423**

ORDER

AND NOW, to wit, on this 26th day of April 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:

Pedro A. Cortés
Pedro A. Cortés
Secretary of the Commonwealth