

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

PROTHONOTARY

2009 FEB -9 PM 4: 23

Department of State

Commonwealth of Pennsylvania,  
Bureau of Charitable Organizations,

vs.

Mary Mason Community Foundation; and  
Beatrice Turner, a/k/a Mary Mason,  
Individually,  
Respondents

Docket No. 0002 -98-09  
File Nos. 08-98-03060  
08-98-10674

**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and the Mary Mason Community Foundation ("Foundation"), and Beatrice Turner, a/k/a Mary Mason, ("Respondents") 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. §§162.1-162.24.

2. Respondent Mary Mason Community Foundation is not currently registered with the Bureau as a charitable organization.

3. Respondent Beatrice Turner, a/k/a Mary Mason, is the Founder and Chief Executive Officer of the Mary Mason Community Foundation.

4. At all relevant and material times, Respondents have solicited charitable contributions in Pennsylvania.

**STIPULATED FACTS**

5. Respondents admit that the following allegations are true:

a. Respondents' last known business address is 3900 Ford Road, Suite 10, Philadelphia, PA 19131.

b. On the Charitable Organization Registration Statement, form BCO-10 (BCO-10), filed by Foundation for fiscal year ending December 31, 2005, Foundation stated that it only solicited contributions via "word of mouth" and did not employ any professional solicitors or professional fundraising counsel.

c. In response to an investigative subpoena dated July 11, 2007, Respondents stated that the Foundation receives donations at its annual Mother's Day Luncheon, which is a fundraising event that is attended by people other than members.

d. On its Pennsylvania Public Disclosure Form BCO-23 (BCO-23) for fiscal year ending December 31, 2005, Foundation reported gross receipts of \$77,140 from special events, and general Contributions of \$2,620.00; Foundation did not report any membership fees.

e. In response to several questions on its form BCO-10, Foundation claimed that it did not receive contributions, or have gross receipts, above \$25,000 in any fiscal year.

f. Foundation's bank statements for fiscal year 2005 revealed that Foundation received contributions of approximately \$67,890, and gross receipts of approximately \$75,574, during fiscal year 2005.

g. Foundation's bank statements for fiscal year 2006 revealed that Foundation received contributions of approximately \$56,670, and gross receipts of approximately \$185,490, during fiscal year 2006.

h. Based upon Foundation's own bank statements, Foundation received contributions in excess of \$25,000 during fiscal years ending December 31, 2005 and December 31, 2006.

i. Foundation was not registered to solicit contributions in the Commonwealth during Foundation's fiscal years 2005 or 2006, even though Foundation was required to do so.

j. At all times that Respondents were soliciting charitable contributions in Pennsylvania, Respondents were required to keep true and accurate financial records.

k. In response to an investigative subpoena served on Respondents by the Bureau, Respondents were not able to supply requested documents or statements to verify the accuracy of financial figures that were supplied to the bureau by the Respondents.

l. Respondents have acknowledged that they failed to keep proper records of Foundation's transactions.

m. Foundation does not file a Form IRS 990, even though it is required to do so.

n. On May 26, 2006, Foundation deposited a check for \$100,000.00 that it had received from the Pennsylvania Department of Economic and Community

Development into Foundation's account. On June 13, 2006, Beatrice Turner withdrew \$100,000.00 from Foundation's accounts, and placed the funds in an investment account in the name of Beatrice Turner, the CEO of Foundation, this investment account was not reported to the Bureau.

- o. Respondents made payments of \$494.20 to C. Steven Turner, grandson of Respondent's CEO, without documentation.
- p. Respondents made cash withdrawals totaling \$7,000.00 with no documentation as to the reason for the withdrawals.
- q. Respondents made cash payments in the amount of \$586.13, as well as credit card payments in an additional amount of \$153.00 to Central City Toyota; Respondent Beatrice Turner admitted in an interview that these payments were for either her grandson's, or her grandson's friend's car.
- r. Respondents have made payments of \$325.38 to Cingular wireless for cell phone charges; Foundation does not pay for board member's cell phone usage.
- s. Respondents made payments of \$7,572.69 to Independence Blue Cross for insurance for Respondent Beatrice Turner, her son, and/or her grandson; there is no evidence that these payments were approved by, or even known to, Foundation's board of directors.
- t. Respondents made payments of \$4,515.20 to Keystone Health Plan East for insurance for Respondent Beatrice Turner, her son, and her grandson; there is no evidence that these payments were approved by, or even known to, Foundation's board of directors.

u. Respondents purchased \$1,425.00 worth of gift cards at John Herr's Village Market; based upon investigation, these gift cards were used by Respondent Beatrice Turner's grandson to purchase groceries.

v. Respondents made payments to reimburse Respondent Beatrice Turner totaling \$3000.00; however, Respondents had no documentation to support said reimbursements.

w. Respondents paid a \$35.00 parking ticket to the Millersville Borough Police Department for Respondent Beatrice Turner's grandson.

x. Respondents made payments in the amount of \$3,097.90 to Millersville University for the Respondent Beatrice Turner's grandson's tuition.

y. Respondents made a payment to "PNC Advisor" in the amount of \$3,322.85 for a college loan; there was no further documentation.

z. Respondents made payments to Respondent Beatrice Turner's grandson totaling \$1212.00 without any documentation as to why the payments were made.

aa. Respondents paid \$853.00 for Respondent Beatrice Turner's grandson's lodging at Millersville University.

bb. Respondents made payments of \$157.85 to Delta Dental Insurance for insurance for Respondents board of directors; however there is no evidence that these payments were approved by, or even known to, Foundation's board of directors.

cc. Respondents paid WWDB 860 AM Radio \$2,000.00 for airtime for the Mary Mason Show, a political talk show hosted by Respondent Beatrice Turner, which has nothing to do with the business of Foundation.

**AGREED VIOLATIONS**

6. Respondents agree that by engaging in the foregoing activities;
  - a. Respondents violated the Act at 10 P.S. §162.15(a)(1) by and through violations of 10 P.S. §162.12 in that Respondents solicited charitable contributions in the Commonwealth of Pennsylvania and failed to keep true and accurate fiscal records of those solicitation activities;
  - b. Foundation violated the Act by soliciting charitable contributions without being registered with the Bureau in violation of 10 P.S. § 162.15 (a)(1), by and through § 162.5(a);
  - c. Respondents made false statements in an application, statement or report required to be filed under the Act, in violation of 10 P.S. § 162.17(a)(3);
  - d. Respondents utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding in violation of 10 P.S. § 162.15(a)(2); and
  - e. Respondents applied contributions in a manner not consistent with Foundation's charitable purpose in violation of 10 P.S. § 162.15(a)(1), by and through § 162.13(a);

**PROPOSED ORDER**

7. The participants, intending to be legally bound, consent to issuance of the following

Order in settlement of this matter:

- a. Respondents violated the Act at 10 P.S. § 162.15(a)(1) by and through § 162.12; by and through § 162.5(a); and § 162.17(a)(3).
- b. Foundation violated the Act at 10 P.S. § 162.15 (a)(1), by and through § 162.5(a);
- c. Respondents violated the Act at 10 P.S. § 162.17(a)(3);
- d. Respondents violated the Act at 10 P.S. § 162.15(a)(2); and
- e. Respondents violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.13(a).
- f. An **ADMINISTRATIVE FINE** of forty-eight thousand dollars (\$48,000.00) is levied upon Respondents jointly and severally. Respondents shall pay the full sum of forty-eight thousand dollars (\$48,000.00), with this executed Consent Agreement which shall be paid by **certified check, cashier's check, attorney's check, or U.S. Postal money order made payable to the "Commonwealth of Pennsylvania."**
- g. Respondents acknowledge their requirement to keep true and accurate financial records, and understand that the Bureau may audit the records of Respondents at anytime.
- h. Respondents shall cease all solicitation in Pennsylvania and not

commence solicitation unless and until they have an approved registration statement on file with the Bureau.

**VIOLATION OF THE SECRETARY'S ORDER**

8. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement and the Respondents successful completion of any ordered discipline.

**ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING**

9. Respondents waive the filing of an Order to Show Cause in this matter. Respondents knowingly and voluntarily waive the right to an administrative hearing in this matter, and to the following rights related to that 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 COMMONWEALTH AGENCIES**

10. This Consent Agreement is between the Bureau and Respondents only. It does not bind any other administrative 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**

11. 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.

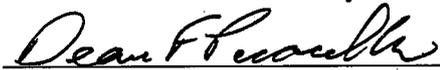
**ENTIRE AGREEMENT**

12. 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.

**VERIFICATION OF FACTS AND STATEMENTS**

13. Respondents verify that the facts and statements set forth in this Agreement are true and correct to the best of Respondents knowledge, information and belief. Respondents understand that statements in this Agreement are made subject to the criminal penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Mary Mason Community Foundation

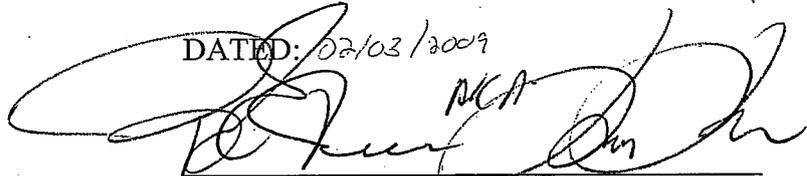


Dean F. Picarella, Esquire  
Prosecuting Attorney  
Department of State

DATED: 02/03/2009

By:   
Title:  
Respondent

DATED: 02/03/2009



Beatrice Turner, a/k/a Mary Mason

DATED: 02/03/2009



**IN THE MATTER OF  
Mary Mason Community Foundation; and  
Beatrice Turner, a/k/a Mary Mason, Individually  
FILE NOS. 08-98-03060; 08-98-10674**

**ORDER**

AND NOW, February 6th, 2009, the terms of paragraph 7 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