

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

PROTHONOTARY

2008 JAN 25 PM 4:16

Department of State

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations

vs.

Theodore Productions, Inc.
Respondent

Docket No. 0001-98-08

File No. 05-98-05820

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations (“Bureau”), and Theodore Productions, 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. §§ 162.1-162.24.

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

3. At all relevant and material times, Respondent held a registration to provide professional solicitor services to charitable organizations within the Commonwealth of Pennsylvania, certificate number 9226.

STIPULATED FACTS

4. Respondent admits that the following allegations are true:

a. Respondent’s last known address on file with the Bureau is 1325 North West Street, P. O. Box 883, Carlisle, Pennsylvania 17013.

b. Respondent has been registered to conduct professional solicitor activities with the Bureau since September 12, 1991.

c. Since September 12, 1991, Respondent has conducted at least three hundred ninety-four solicitation campaigns on behalf of various charitable organizations.

- d. Of the at least three hundred ninety-four solicitation campaigns conducted since 1991, respondent failed to timely file campaign reports, as required by 10 P.S. § 162.9(e), for two hundred sixty-eight campaigns.
- e. As a result of the repeated failure to timely file campaign reports, Respondent has been subjected to previous administrative fines in excess of eleven thousand dollars (\$11,000.00).
- f. As of November 19, 2007, the campaign reports set forth on Exhibit "A", attached hereto and incorporated herein as if set forth at length hereunder were overdue.
- g. Respondent still owes \$175 in late fees.

AGREED VIOLATIONS

5. Respondent agrees that by engaging in the foregoing activities it violated the Act at 10 P.S. § 162.9(l), by and through § 162.5(a), by failing to file campaign reports within ninety days after a solicitation campaign or event was completed 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. § 162.9(l).

ADMINISTRATIVE FINE

b. An **ADMINISTRATIVE FINE** of four thousand dollars (\$4,000.00) is levied upon Respondent. Respondent shall tender payment in the amount of one thousand dollars (\$1,000.00), 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."** Thereafter, Respondent shall make payment in the amount of three hundred dollars (\$300.00) per month for a period of ten months.

FILING OF CAMPAIGN REPORTS

c. Respondent shall submit to the Bureau all of the overdue campaign reports that are listed on Exhibit "A" within ninety (90) days of the date of the Secretary's Order adopting this Consent Agreement. In the event that the campaign

reports are not filed within the required time frame, the Bureau may issue a Cease and Desist Order directing that Respondent cease all professional solicitor activities and/or may revoke Respondent's registration in accordance with Section 162.17 of the Act.

COMPLIANCE WITH LAW

d. Respondent agrees to comply with the Act and file all campaign reports in accordance with Section 162.9(l).

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 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.

THEODORE PRODUCTIONS, INC.

Dean F. Picorella
Dean F. Picorella, Esquire
Prosecuting Attorney
Department of State

Theodore Bell
By:
Title:
Respondent

DATED: 01-23-2008

DATED: NOV-15-2007

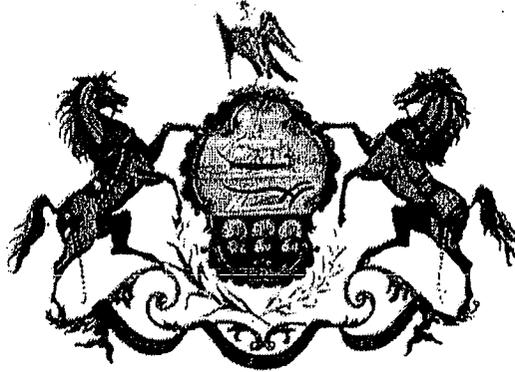
Exhibit "A"

PS Contract # Charity 38

	Contract #	Charity	Contract Began	Contract Ends	Campaign Began	Campaign Ends	Financial Due
THEODORE PRODUCTIONS	435	SAYRE-ATHENS LIONS CLUB	06/14/07	10/22/07	07/12/07	07/24/07	10/22/07
THEODORE PRODUCTIONS	433 ✓	DEFENDER FIRE COMPANY #3	03/26/07	09/12/07	06/04/07	06/14/07	09/12/07
THEODORE PRODUCTIONS	421	COLUMBIA NO. 1 FIRE DEPARTMENT ROTARY CLUB - WEST READING -	09/26/06	03/18/07	11/16/06	12/18/06	03/18/07
THEODORE PRODUCTIONS	420 ✓	WYOMISSING	08/07/06	03/20/07	10/25/06	12/20/06	03/20/07
THEODORE PRODUCTIONS	417	MT. CARMEL-KULPMONT KIWANIS CLUB	08/25/06	03/17/07	08/25/06	12/17/06	03/17/07
THEODORE PRODUCTIONS	416	MT. BETHEL PORTLAND MEMORIAL AMERICAN LEGION POST #216	04/13/06	01/09/07	08/25/06	10/11/06	01/09/07
THEODORE PRODUCTIONS	415 ✓	CANCER SURVIVORS' ASSOCIATION, INC.	04/25/06	01/10/07	08/04/06	10/12/06	01/10/07
THEODORE PRODUCTIONS	411 ✓	SAYRE-ATHENS LIONS CLUB	03/06/06	09/16/06	05/11/06	06/18/06	09/16/06
THEODORE PRODUCTIONS	410	DEFENDER FIRE COMPANY #3	02/21/06	09/15/06	04/11/06	06/17/06	09/15/06
THEODORE PRODUCTIONS	406	FRIENDS OF PA-TSA, INC.	01/24/06	07/01/06	02/23/06	04/02/06	07/03/06
THEODORE PRODUCTIONS	403	REAMSTOWN FIRE CO. #1	12/15/05	09/10/06	02/16/06	06/12/06	09/10/06
THEODORE PRODUCTIONS	393	MT. BETHEL PORTLAND MEMORIAL AMERICAN LEGION POST #216	06/15/05	12/18/05	08/19/05	09/19/05	12/18/05
THEODORE PRODUCTIONS	389	OXFORD ROTARY CLUB	02/01/05	10/06/05	07/07/05	07/08/05	10/06/05
THEODORE PRODUCTIONS	387 ✓	REAMSTOWN FIRE CO. #1	03/10/05	10/24/05	06/13/05	07/26/05	10/24/05
THEODORE PRODUCTIONS	386 ✓	MT. CARMEL-KULPMONT KIWANIS CLUB	02/01/05	10/09/05	06/13/05	07/11/05	10/09/05
THEODORE PRODUCTIONS	382	FRIENDS OF PA-TSA, INC.	02/25/05	07/23/05	03/10/05	04/24/05	07/23/05
THEODORE PRODUCTIONS	380 ✓	REAMSTOWN FIRE CO. #1	12/06/04	06/27/05	12/30/04	03/28/05	06/27/05
THEODORE PRODUCTIONS	379 ✓	FRIENDS OF PA-TSA, INC.	12/07/04	06/22/05	12/20/04	03/24/05	06/22/05

PS	Contract #	Charity	Contract Began	Contract Ends	Campaign Began	Campaign Ends	Financial Due
THEODORE PRODUCTIONS	378	✓ FRIENDS OF PA-TSA, INC.	12/07/04	06/24/05	12/20/04	03/26/05	06/24/05
THEODORE PRODUCTIONS	376	FRIENDS OF PA-TSA, INC.	11/16/04	03/16/05	11/22/04	12/16/04	03/16/05
THEODORE PRODUCTIONS	375	✓ FRIENDS OF PA-TSA, INC.	11/02/04	03/14/05	11/17/04	12/14/04	03/14/05
THEODORE PRODUCTIONS	374	FRIENDS OF PA-TSA, INC.	11/02/04	03/15/05	11/17/04	12/15/04	03/15/05
THEODORE PRODUCTIONS	372	✓ FRIENDSHIP ENGINE & HOSE COMPANY #1	08/24/04	03/12/05	10/07/04	12/12/04	03/12/05
THEODORE PRODUCTIONS	369	✓ OPTIMIST CLUB OF GETTYSBURG, INC.	08/24/04	03/09/05	09/08/04	12/09/04	03/09/05
THEODORE PRODUCTIONS	368	✓ OXFORD AREA NEIGHBORHOOD SERVICES CENTER	08/30/04	03/10/05	08/30/04	12/10/04	03/10/05
THEODORE PRODUCTIONS	364	✓ SAYRE-ATHENS LIONS CLUB	04/13/04	12/09/04	07/09/04	09/08/04	12/07/04
THEODORE PRODUCTIONS	363	✓ FIRE POLICE OF PENN TOWNSHIP	02/23/04	12/06/04	04/30/04	09/07/04	12/06/04
THEODORE PRODUCTIONS	362	✓ ROTARY CLUB OF KITTANNING	02/04/04	09/17/04	04/30/04	06/19/04	09/17/04
THEODORE PRODUCTIONS	358	✓ FRIENDS OF PA-TSA, INC.	03/08/04	07/21/04	03/08/04	04/22/04	07/21/04
THEODORE PRODUCTIONS	357	✓ SHAMOKIN DAM LIONS CLUB, INC.	03/09/04	09/19/04	03/09/04	06/21/04	09/19/04
✓ THEODORE PRODUCTIONS	351	SAYRE-ATHENS LIONS CLUB	10/10/03	03/10/04	11/15/03	12/11/03	03/10/04
✓ THEODORE PRODUCTIONS	342	FRIENDSHIP ENGINE & HOSE COMPANY #1	04/23/03	03/12/04	06/02/03	03/12/04	06/10/04
THEODORE PRODUCTIONS	336	FRIENDSHIP ENGINE & HOSE COMPANY #1	11/11/02	09/26/03	03/26/03	06/27/03	09/26/03
THEODORE PRODUCTIONS	332	FRIENDS OF PA-TSA, INC.	11/12/02	07/04/03	02/03/03	04/05/03	07/04/03
THEODORE PRODUCTIONS	330	FRIENDS OF PA-TSA, INC.	11/12/02	07/02/03	01/10/03	04/03/03	07/02/03
THEODORE PRODUCTIONS	328	SAYRE-ATHENS LIONS CLUB	10/31/02	09/21/03	12/15/02	06/23/03	09/21/03

PS	Contract #	Charity	Contract Began	Contract Ends	Campaign Began	Campaign Ends	Financial Due
	THEODORE PRODUCTIONS 327	FRIENDS OF PA-TSA, INC.	04/01/02	07/21/03	11/11/02	04/22/03	07/21/03
	THEODORE PRODUCTIONS 326	FRIENDS OF PA-TSA, INC.	03/27/02	07/03/03	10/21/02	04/04/03	07/03/03
	Total: 38						



IN THE MATTER OF
THEODORE PRODUCTIONS, INC.
FILE NO. 05-98-05820

ORDER

AND NOW, to wit, on this 24th day of January 2008, 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