

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

PROTHONOTARY
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Department of State

Commonwealth of Pennsylvania,
Bureau of Corporations and Charitable
Organizations

vs.

Pennie Lynn Bodley,
Respondent

Docket No: 0005-98-14

File No: 13-98-09956

CONSENT AGREEMENT

The Commonwealth of Pennsylvania, Bureau of Corporations and Charitable Organizations (Bureau) and Pennie Lynn Bodley (Respondent) stipulate as follows in settlement of the above-captioned matter:

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. 12000, No. 202, *as amended* (here and after referred to as 'Act'), 10 P.S. §§ 162.1-162.24.

2. At all relevant and material times, Respondent was the Secretary of the Firemen's Ambulance Service Team (here and after referred to as 'F.A.S.T.') located in Renovo, PA, and was the girl friend of Gary James Cummings, Sr., the former President of F.A.S.T.

STIPULATED FACTS

3. The Respondent admits to the following facts:

- a. The last known mailing address for the Respondent is: 229 Champlain Avenue, Renovo, PA 17764.

b. Respondent served as the Secretary of F.A.S.T., 800 Huron Avenue, Renovo, PA 17764, from approximately mid-2008 through on or about April 2012.

c. During the period when Respondent served as its Secretary, F.A.S.T. operated as a nonprofit organization.

d. During the period when Respondent served as its Secretary, F.A.S.T. conducted business as a charitable organization as defined by the Act.

e. On or about July 15, 2008, M & T Bank issued an M & T Check Card (a.k.a. debit card) providing access to an account held by F.A.S.T. at the bank; which card was activated on September 8, 2008.

f. The debit card issued July 15, 2008, expired July 31, 2011, however a new card was issued and was activated on July 6, 2011, prior to the expiration date of the originally issued card.

g. At all relevant and material times, Respondent had access to the debit card issued by M & T Bank, which she used to pay for goods and services and to withdrawn funds from the F.A.S.T. account.

h. Pursuant to Section 162.21 of the Act, 10 P.S. § 162.21, Respondent, as Secretary of F.A.S.T., was deemed to be a fiduciary and was required to act in a fiduciary capacity for F.A.S.T.

i. Over the period of time from approximately mid-2008 until approximately April 2012, Respondent misappropriated in excess of \$50,000 in funds from the account held by F.A.S.T., through the use of the debit card being

used for purchases and withdrawals that were for Respondent's personal use, needs and benefit.

j. The misappropriated funds were not applied in a manner consistent with F.A.S.T.'s charitable purposes.

AGREED VIOLATIONS

4. Respondent agrees that by engaging in the aforementioned activities she committed the following violations of the Act:

a. Respondent violated Section 162.15(a)(1) of the Act, 10 P.S. § 162.15(a)(1), by and through actions that were not in accordance with Section 162.13(a), 63 P.S. § 162.13(a), in that, when Respondent misappropriated in excess of \$50,000 from F.A.S.T. for her personal use, needs and benefit, she caused F.A.S.T. to apply contributions in a manner not consistent with F.A.S.T.'s charitable purpose; and

b. Respondent violated Section 162.15(a)(1) of the Act, 10 P.S. § 162.15(a)(1), by and through actions that were not in accordance with Section 162.21, 63 P.S. § 162.21, in that Respondent, as Secretary, breached the fiduciary duty she owed to F.A.S.T. to assure that contributions were used in a manner consistent with F.A.S.T.'s charitable purpose.

PROPOSED ORDER

5. Intending to be legally bound, the participants consent to issuance by the Secretary of the following Order in resolution of this matter:

VIOLATION

a. Respondent violated Section 162.15(a)(1) of the Act, 10 P.S. § 162.15(a)(1), by and through actions that were not in accordance with Sections 162.13(a) and 162.21 of the Act, 10 P.S. §§ 162.13(a) and 162.21.

PUBLIC REPRIMAND

b. A **PUBLIC REPRIMAND** is hereby issued upon Respondent.

ADMINISTRATIVE FINE

c. An **ADMINISTRATIVE FINE** in the amount of **TWO-HUNDRED-FIFTY-DOLLARS (\$250)** is hereby imposed upon Respondent.

i. Respondent shall tender the full sum of **TWO-HUNDRED-FIFTY-DOLLARS (\$250)** when returning this executed Consent Agreement;

ii. Payment shall be by certified check, cashier's check, attorney's check, or money order issued by a usual, customary, and reputable issuer (e.g. U.S. Postal Money Order, Western Union Money Order, etc.).

iii. The instrument of payment shall be payable to the "Commonwealth of Pennsylvania," and shall be valid for a period of at least one hundred eighty (180) days.

iv. Respondent agrees that payment shall only be made by one of the methods indicated above and shall not be made by uncertified personal or corporate check.

COOPERATION WITH DISTRICT ATTORNEY

d. Respondent shall fully cooperate with the Clinton County District Attorney's Office in all efforts taken by the office to pursue any actions and to achieve full restitution to F.A.S.T. in this matter.

ADDITIONAL PROVISIONS

e. Respondent shall not represent, either directly or indirectly, that by this Consent Agreement the Bureau of Charitable Organizations has sanctioned, condoned, approved or pardoned any part or aspect of Respondent's activities.

f. Respondent shall not, either directly or indirectly, participate in any activities within the Commonwealth of Pennsylvania in violation of the Act.

g. Respondent shall not assume any position in any charitable organization, whether voluntary or paid, that involves the solicitation, collection or expenditure of contributions.

CASE SETTLED AND DISCONTINUED

h. This case shall be deemed settled and discontinued upon the Secretary issuing an Order that approves this Consent Agreement and adopts and incorporates the terms set forth in this paragraph.

ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING

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

7. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter and knowingly and voluntarily waives 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 orally or through submission of a brief, and to take appeal from any final adverse decision.

ACKNOWLEDGMENT OF RIGHT TO ATTORNEY

8. Respondent acknowledges that she is aware that she has the right to consult with, and/or be represented by, private legal counsel of Respondent's choosing and at Respondent's expense when reviewing, considering and accepting the terms of this Consent Agreement. To the extent that Respondent is not represented by legal counsel, Respondent has knowingly elected to proceed without the assistance of legal counsel.

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.

10. The Office of General Counsel has approved this Consent Agreement as to form and legality; however, this Consent Agreement shall have no legal effect unless and until the Secretary issues an Order approving this Consent Agreement and adopting and incorporating the terms set forth in paragraph 5, above.

EFFECT OF SECRETARY'S REJECTION

11. Should the Secretary of the Commonwealth decide not to approve this Consent Agreement, presentation to, and consideration of this Consent Agreement and other documents and matters by the Secretary of the Commonwealth 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.

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

12. The parties acknowledge that other federal, state and/or local agencies or governmental units may have jurisdiction over the activities of or representations made by Respondent. Nothing in this Consent Agreement and Order 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.

ENTIRE AGREEMENT

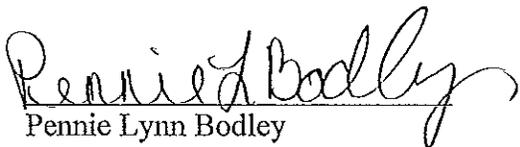
13. This agreement contains the whole agreement between the participants; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants,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

VERIFICATION OF FACTS AND STATEMENTS

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


Robert B. Armour
Prosecuting Attorney
Department of State

Date: 06/30/14


Pennie Lynn Bodley
Respondent

Date: 6-9-14



IN THE MATTER OF:

PENNIE LYNN BODLEY

DOCKET NO. 00058-14

FILE NO. 13-98-09956

ORDER

AND NOW, this 15th day of July 2014 the foregoing Consent Agreement is hereby approved and the terms set forth in paragraph 5 are hereby adopted and incorporated herein as the Order of the Secretary of the Commonwealth, now issued in resolution of this matter.

THIS ORDER shall take effect immediately.

BY ORDER

A handwritten signature in cursive script, reading "Carol Aichele".

Carol Aichele
Secretary of the Commonwealth

For the Commonwealth:

Robert B. Armour, Esquire
2601 North Third Street
P. O. Box 2649
Harrisburg, PA 17105-2649

For Respondent:

Pennie Lynn Bodley
229 Champlain Avenue
Renovo, PA 17764