

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

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations

v.

Affinity Connection, Inc.,
Respondent

:
:
:
:
:
:
:
:
:
:

Docket No. 0020 -98-15

File No. 13-98-06590

PROthonotary
2015 NOV 30 PM 2:55
Department of State

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Corporations and Charitable Organizations (“Bureau”), and Affinity Connection, 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. At all relevant and material times, Respondent acted as a professional fundraising counsel as defined by the Act.

3. At all relevant and material times, Respondent did not hold a registration to provide professional fundraising counseling services to organizations in the Commonwealth of Pennsylvania.

4. Subsequently, Respondent has obtained a registration to provide professional fundraising counsel services to charitable organizations in the Commonwealth of Pennsylvania, registration number 41189.

STIPULATED FACTS

5. Respondent admits that the following allegations are true:
 - a. Respondent's last known address on file with the Bureau is 2160 Sandy Drive, Suite D, State College, PA 16803.
 - b. Respondent is a professional fundraising counsel as defined by the Act.
 - c. On or about March 1, 2012, Respondent was notified by the Bureau that as a professional fundraising counsel it is required under the Act to register and file copies of written contracts between the charitable organization and professional fundraising counsel.
 - d. On or about June 15, 2012, Respondent completed the Registration Statement for Professional Fundraising Counsel-Form-BCO-150.
 - e. In response to question number ten (10) on the BCO-150 Form, Respondent stated that it has been acting as a professional fundraising counsel since July 20, 2000 with respect to a charitable organization's solicitation of contributions from Pennsylvania residents.
 - f. In response to question number nine (9) on the BCO-150 Form, Respondent answered, "No" to the following question, "Are all contracts with charitable organizations soliciting contributions from Pennsylvania residents on file with, and approved by the Bureau as required by Section 162.8(d) of the Solicitation of Funds for Charitable Purposes Act."

AGREED VIOLATIONS

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

a. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(a), by acting as a professional fundraising counsel since July 20, 2000 in the absence of an approved registration.

b. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(d), by failing to file Respondent's contracts with charitable organizations soliciting contributions from Pennsylvania residents.

PROPOSED ORDER

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

a. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(a), by acting as a professional fundraising counsel since July 20, 2000 in the absence of an approved registration.

b. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(d), by failing to file Respondent's contracts with charitable organizations soliciting contributions from Pennsylvania residents.

ADMINISTRATIVE FINE

c. An **ADMINISTRATIVE FINE** of eight thousand dollars (\$8,000.00) is levied upon Respondent.

d. Respondent shall tender the full sum of the **ADMINISTRATIVE FINE** as follows:

(1) Respondent shall tender the sum of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) with this executed Consent Agreement;

- (2) Respondent shall make the second payment of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) on or before June 30, 2015;
 - (3) Respondent shall make the third payment of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) on or before July 30, 2015;
 - (4) Respondent shall make the fourth payment of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) on or before August 30, 2015;
 - (5) Respondent shall make the fifth payment of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) on or before September 30, 2015;
 - (6) Respondent shall make the sixth and final payment of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.00) on or before October 30, 2015.
- e. Each payment of the ADMINISTRATIVE FINE shall be made 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.).
 - f. 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.

- g. 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.

FILING OF CONTRACTS

h. Respondent shall submit to the Bureau any and all current contracts to provide professional fundraising services within thirty (30) days of the date of the Secretary's Order adopting this Consent Agreement. In the event that the contracts 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

8. 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

9. 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

10. 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

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

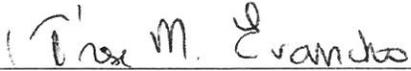
12. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants,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

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

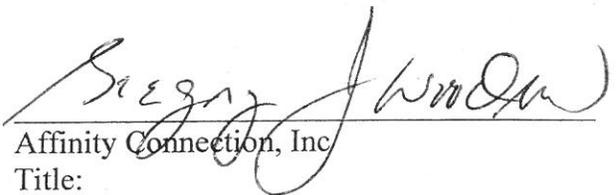
13. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent and its officers, directors, agents, employees or independent contractors. Nothing in this Consent Agreement or the Order based upon this Consent 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.



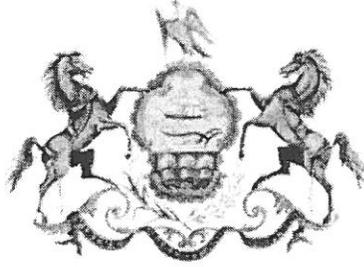
Trise M. Evancho
Prosecuting Attorney
Department of State



Affinity Connection, Inc
Title:
Respondent

DATED: 6/16/15

DATED:



**IN THE MATTER OF
AFFINITY CONNECTION, INC.
File No. 13-98-06590**

ORDER

AND NOW, this 19th day of November 2015 the foregoing Consent Agreement is hereby approved and the terms set forth in paragraph 7 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

Pedro A. Cortés

Pedro A. Cortés
Secretary of the Commonwealth

For the Commonwealth:

T'rese M. Evancho, Esquire
2601 North Third Street
P. O. Box 69521
Harrisburg, PA 17106-9521

For Respondent:

Affinity Connection, Inc.
2160 Sandy Drive
Suite D
State College, PA 16803