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

PROFIT-ORIENTED
2012 MAR 27 11:04 AM
Docket No. 003-98-12

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations

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Docket No. 003-98-12

vs.

File No. 12-98-00865

Carl Bloom Associates, Inc.,
Respondent

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and Carl Bloom Associates, 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 ("the Act"), Act of December 19, 1990, P.L. 1200, No. 202, *as amended* ("Act"), 10 P.S. §§ 162.1 *et. seq.*

2. Respondent is a professional fundraising counsel as defined by the Act.

3. Respondent is registered as a professional fundraising counsel with the Bureau, certificate number 9611.

STIPULATED FACTS

4. Respondent admits that the following allegations are true:

a. Respondent's last known address on file with the Bureau is 81 Main Street, Suite 126, White Plain, NY 10601.

b. The Free Library of Philadelphia Foundation is a charitable organization that is registered with Bureau, certificate number 7955.

c. The Bureau received evidence that Respondent performed professional fundraising counsel services for the Free Library of Philadelphia Foundation pursuant to a written contract between Respondent and the Free Library of Philadelphia Foundation beginning on or about July 1, 2009, and terminating on or about June 30, 2010.

d. There was no approved contract on file with the Bureau between Respondent and the Free Library of Philadelphia Foundation for the period July 1, 2009 through June 30, 2010.

e. The Bureau received evidence that Respondent performed professional fundraising counsel services for the Free Library of Philadelphia Foundation pursuant to a second written contract between Respondent and the Free Library of Philadelphia Foundation beginning on or about July 1, 2010, and terminating on or about June 30, 2011.

f. There was no approved contract on file with the Bureau between Respondent and the Free Library of Philadelphia Foundation for the period July 1, 2010 through June 30, 2011.

g. WITF, Inc. is a charitable organization that is registered with Bureau, certificate number 384.

h. The Bureau received evidence that Respondent performed professional fundraising counsel services for WITF, Inc. pursuant to a written contract between Respondent and WITF, Inc. beginning on or about July 1, 2008, and terminating on or about June 30, 2009.

i. There was no approved contract on file with the Bureau between Respondent and WITF, Inc.

j. National Association of Railroad Passengers (hereinafter "NARP") is a charitable organization that is registered with Bureau, certificate number 32327.

k. The Bureau received evidence that Respondent performed professional fundraising counsel services for NARP pursuant to a written contract between Respondent and NARP beginning on or about January 1, 2007, and terminating on or about December 31, 2007.

l. There was no approved contract on file with the Bureau between Respondent and NARP for the period January 1, 2007 through December 31, 2007.

m. The Bureau received evidence that Respondent performed professional fundraising counsel services for NARP pursuant to a written contract between Respondent and NARP beginning on or about January 1, 2008, and terminating on or about December 31, 2008.

n. There was no approved contract on file with the Bureau between Respondent and NARP for the period January 1, 2008 through December 31, 2008.

o. The Bureau received evidence that Respondent performed professional fundraising counsel services for NARP pursuant to a written contract between Respondent and NARP beginning on or about January 1, 2009, and terminating on or about December 31, 2009.

p. There was no approved contract on file with the Bureau between Respondent and NARP for the period January 1, 2009 through December 31, 2009.

q. The Bureau received evidence that Respondent performed professional fundraising counsel services for NARP pursuant to a written contract between Respondent and NARP beginning on or about January 1, 2010, and terminating on or about December 31, 2010.

r. There was no approved contract on file with the Bureau between Respondent and NARP for the period January 1, 2010 through December 31, 2010.

s. The Bureau received evidence that Respondent performed professional fundraising counsel services for NARP pursuant to a written contract between Respondent and NARP beginning on or about January 1, 2011, and terminating on or about December 31, 2011.

t. There was no approved contract on file with the Bureau between Respondent and NARP for the period January 1, 2011 through December 31, 2011.

AGREED VIOLATIONS

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

a. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.8(d), by failing to file Respondent's contracts with Free Library of Philadelphia Foundation with the Bureau prior to rendering professional fundraising counsel services;

b. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.8(d), by failing to file Respondent's contract with WITF, Inc. with the Bureau prior to rendering professional fundraising counsel services; and

c. Respondent repeatedly violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.8(d), failing to file Respondent's contract with the National

Association of Railroad Passengers with the Bureau prior to rendering professional fundraising counsel services.

PROPOSED ORDER

6. 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. § 162.8(d).

ADMINISTRATIVE FINE

b. An **ADMINISTRATIVE FINE** of eight thousand dollars (\$8,000.00) is levied upon Respondent. Respondent shall tender the full sum of eight thousand dollars (\$8,000.00), 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."**

FILING OF CONTRACTS

c. Respondent shall submit to the Bureau any and all overdue contracts 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 \$1,000.00, 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 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 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

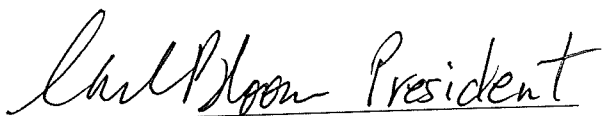
13. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent

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.

Carl Bloom Associates, Inc.



Jacquelyn E. Pfursich, Esquire
Prosecuting Attorney
Department of State



By:
Title:
Respondent

DATED: 3/16/12

DATED: 3/8/12



**IN THE MATTER OF
CARL BLOOM ASSOCIATES, INC.
FILE NO. 12-98-00865**

ORDER

AND NOW, to wit, on this 19th day of March 2012, 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:

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Carol Aichele
Secretary of the Commonwealth