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

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Department of State

Commonwealth of Pennsylvania,  
Bureau of Charitable Organizations

Docket No. 0610-98-2010

vs.

File No. 09-98-12124

Center Stage Attractions,  
Respondent

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau"), and Center Stage Attractions, ("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 was registered as a professional solicitor, registration # 30429.

STIPULATED FACTS

3. Respondent admits that the following allegations are true:

a. Respondent's last known address on file with the Bureau is 1815 Cordova Road, Suite 211, Fort Lauderdale, Fl 33316.

b. The Veterans Fund, Inc. (Veterans Fund) is a nonprofit corporation with a business address of 4240 Portsmouth Blvd., Suite 425, Chesapeake, VA 23321.

c. At all relevant and material times, Veterans Fund was registered with the Bureau as a charitable organization, registration # 26946.

d. On March 20, 2008, the Bureau sent a letter to Veterans Fund requesting information regarding solicitations conducted in Pennsylvania on its behalf by Respondent, as well as any documentation regarding any contracts entered into between Veterans Fund and Respondent.

e. On April 4, 2008, Veterans Fund responded to the March 20, 2008 letter and stated that Respondent made approximately 125,000 phone calls into Pennsylvania on its behalf during the time period from January 1, 2008 through March 20, 2008, and that Respondent spoke to approximately 35,000 Pennsylvania residents and businesses.

f. Respondent did not have an approved contract on file with the Bureau during calendar year 2008 prior to commencing a solicitation campaign in Pennsylvania for Veterans Fund.

g. Also included in the Response of April 4, 2008 by Veterans Fund, was a Solicitation Notice – Form BCO-170, dated March 27, 2008, and a contract between Respondent and the Veterans Fund for the solicitation of charitable contributions in Pennsylvania; the Bureau rejected the Solicitation Notice on April 16, 2008 for, among other things, failure to state a correct starting date for the solicitation campaign.

h. Respondent submitted a revised Solicitation Notice – Form BCO-170, dated April 24, 2008, which was also rejected for failure to properly fill out the form.

i. The Bureau was also provided with a copy of the solicitation materials and the telephone script used by Respondent when conducting solicitation campaigns on behalf of Veterans Fund.

j. The solicitation materials used during the campaign during calendar year 2008 and 2009 state that Respondent is the Professional Fundraiser being used by Veterans Fund during the pledge campaign.

k. The telephone script used by Respondent during its telemarketing campaigns indicates that the call is being made by "CSA" on behalf of "the Veterans Fund;" however, the script fails to inform the target of the call that "CSA" is a paid professional solicitor.

#### AGREED VIOLATIONS

4. Respondent admits and agrees that by engaging in the aforementioned activities, Respondent;

a. violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(e), by failing to file a contract with the Bureau prior to rendering solicitation services; and

b. violated the Act at 10 P.S. 162.15(a)(1), by and through 10 P.S. 162.9(l) by failing to file campaign reports within ninety days after a solicitation campaign or event was completed or on the anniversary of a campaign or event lasting more than one year.

c. violated the Act at 10 P.S. 162.15(a)(1), by and through 10 P.S. 162.9(h)(1) by failing to inform potential donors during telephone solicitations of Respondent's name as on file with the Bureau, and that the solicitation is being conducted by a professional solicitor that is being paid for its services.

## PROPOSED ORDER

5. 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. § 162.15(a)(1), by and through 10 P.S. § 162.9(e); and
- b. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.9(l).
- c. Respondent violated the Act at 10 P.S. 162.15(a)(1), by and through 10 P.S. 162.9(h)(1).

## ADMINISTRATIVE FINE

d. An ADMINISTRATIVE FINE of four thousand dollars (\$4,000) is levied upon Respondent. Respondent shall tender the full sum of four thousand dollars (\$4,000), 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 AND CAMPAIGN REPORTS

e. Respondent shall submit to the Bureau any and all overdue contracts and campaign financial reports within thirty (30) days of the date of the Secretary's Order adopting this Consent Agreement. In the event that the contracts and/or campaign reports 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

6. 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

7. 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

8. 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

9. 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

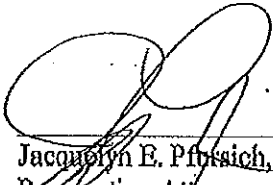
10. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants,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

### AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

11. 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.

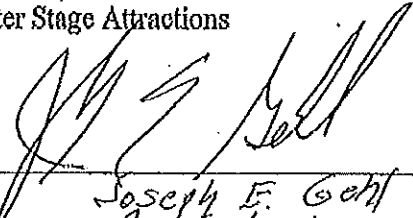
VERIFICATION OF FACTS AND STATEMENTS

12. 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.



Jacquelyn E. Pflsich, Esquire  
Prosecuting Attorney  
Department of State

Center Stage Attractions



By: Joseph E. Gehl  
Title: President  
Respondent

DATED: 3/29/10

DATED: 3/29/10



IN THE MATTER OF  
Center Stage Attractions  
File No. 09-98-12124

ORDER

AND NOW, to wit, on this 2<sup>nd</sup> day of April 2010, the terms of paragraph 5 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