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Department of State

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

Commonwealth of Pennsylvania
Bureau of Charitable
Organizations

vs.

The Heritage Company, Inc.,
Respondent

: Docket No. 0018 -98-10
: File No. 10-98-03152
:
:

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations (“Bureau”), and The Heritage Company, 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. 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 9263.

STIPULATED FACTS

4. Respondent admits that the following allegations are true:
 - a. Respondent’s last known address on file with the Bureau is 2402 Wildwood Avenue, Suite 500, Sherwood, AZ 72120.
 - b. Respondent conducts professional solicitor services in Pennsylvania and has several contracts on file with the Bureau.

c. On or about January 8, 2004, Respondent filed a contract with the Bureau to provide professional solicitor services to the Enlisted Association of the National Guard of the U.S.

d. Respondent solicited Pennsylvania residents and businesses on behalf of the Enlisted Association of the National Guard of the U.S. between June 1, 2003 and December 31, 2009.

e. Respondent was required to file a campaign report for its contract with the Enlisted Association of the National Guard of the U.S. on or about October 30, 2004, and every subsequent anniversary of the campaign so long as the contract lasted more than one year

f. Respondent did not file a campaign report for the Enlisted Association of the National Guard of the U.S. by October 30, 2008.

g. Respondent did not file a campaign report for the Enlisted Association of the National Guard of the U.S. by October 30, 2009.

h. On or about December 22, 2006, Respondent filed a contract with the Bureau to provide professional solicitor services to the Children's Wish Foundation International, Inc.

i. Respondent solicited Pennsylvania residents and businesses on behalf of the Children's Wish Foundation International, Inc. between January 1, 2007 and December 31, 2010.

j. Respondent was required to file a campaign report for its contract with the Children's Wish Foundation International, Inc. on or about January 4, 2010.

k. Respondent did not file a campaign report for its contract with the Children's Wish Foundation International, Inc. by January 4, 2010.

l. On or about January 8, 2004, Respondent filed a contract with the Bureau to provide professional solicitor services to the Enlisted Association of the National Guard of the U.S.

m. Respondent solicited Pennsylvania residents and businesses on behalf of the American Association of the Deaf-Blind between January 1, 2004 and December 31, 2009.

n. Respondent was required to file a campaign report for its contract with the American Association of the Deaf-Blind on or about March 31, 2010.

- o. Respondent did not file a campaign report for its contract with the American Association of the Deaf-Blind by March 31, 2010.
- p. Between 2000 and March 23, 2010, Respondent submitted eight campaign reports late and was assessed administrative fines.
- q. As of August 5, 2010, Respondent has paid all outstanding administrative fines.

AGREED VIOLATIONS

- 5. Respondent admits and agrees that by engaging in the foregoing activities:
 - a. Respondent has repeatedly 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 financial 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.

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. § 162.15(a)(1) by and through 10 P.S. § 162.9(l).

ADMINISTRATIVE FINE

- b. 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

- c. 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

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.

REGISTRATION

12. The violations contained in this Consent Agreement, and agreed to by Respondent, will not affect Respondent's ability to register as a charitable organization with the Bureau, provided that Respondent is compliant with the Act and all registration information required by the Act has been submitted and approved by the Bureau. Nothing in this paragraph shall preclude the Prosecuting Attorney for the Commonwealth from filing charges, or the Secretary from imposing disciplinary or corrective measures, for violations or facts not contained in this Consent Agreement.

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

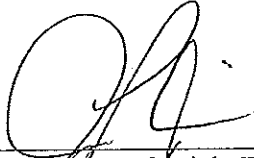
13. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent and its officers, directors, agents, employees or independent contractors. Nothing in this Consent Agreement or the Order based upon this Consent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

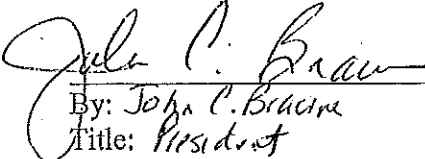
14. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent

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.

The Heritage Company, Inc.



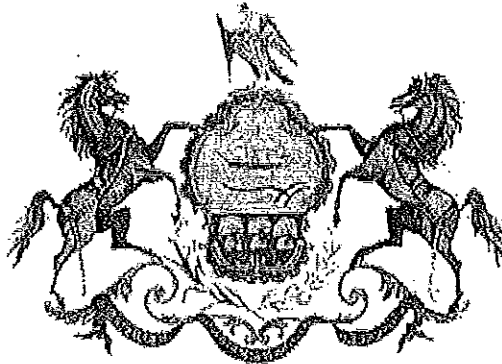
Jacquelyn E. Pfursich, Esquire
Prosecuting Attorney
Department of State



By: John C. Bracine
Title: President
Respondent

DATED: 8/16/10

DATED: August 12, 2010



IN THE MATTER OF
The Heritage Company, Inc.
FILE NO. 10-98-03152

ORDER

AND NOW, to wit, on this 19th day of September 2010, 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:

Basil L. Merenda
Basil L. Merenda
Acting Secretary of the Commonwealth