

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

PROHIBITORY  
2018 SEP -7 AM 10:20  
Department of State

Commonwealth of Pennsylvania,  
Bureau of Corporations and Charitable  
Organizations

v.

Brandon May,  
Respondent

File No: 16-98-02988

**CONSENT AGREEMENT & ORDER**

The Commonwealth of Pennsylvania, Bureau of Corporations and Charitable Organizations (Bureau) and Brandon May (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. The last known mailing address for the Respondent is 25 Village Drive, Mt. Pleasant, Pennsylvania 15666.

**STIPULATED FACTS**

**COPY**

3. The Respondent admits to the following facts:

a. At all relevant and material times, Respondent was the founder of the Lady Vengeance Softball Organization ('Organization'), a non-profit organization made-up of girls' softball teams of varying age groups.

- b. At all relevant and material times, Respondent, as founder of the Organization, assumed all organizational duties, including those of president and treasurer, in place of a board of directors.
- c. At all relevant and material times, as the founder of the Organization, Respondent was a fiduciary and acted in a fiduciary capacity.
- d. In his capacity as founder of the Organization, Respondent opened a bank account titled to "Lady Vengeance Fastpitch Organization" with Somerset Trust Company.
- e. In his capacity as founder of the Organization, Respondent was the only signor on the bank account.
- f. Each member of the Organization paid a registration fee for each year she was a member of one of the Organizations various softball teams.
- g. The registration fees between 2014 and 2016 ranged from \$800 - \$1,100 per member.
- h. The money collected from the registration fees was intended to cover the cost of tournament fees, player insurance and registration with sanctioning bodies, practice and training facility rental, uniforms and equipment.
- i. In addition to registration fees, Respondent solicited contributions, accepted donations and corporate sponsorships.
- j. Respondent misused the Organization's funds, including funds raise through charitable solicitations, for his own personal use by making numerous ATM cash withdrawals from the Organization's account and disbursements,

personal checks and debit card transactions that were neither Organizational expenses nor expenses made to further the Organization's purpose.

k. Respondent failed to apply contributions to the charitable purpose for which the contributions were solicited, instead using them for his own personal use and benefit.

#### **AGREED VIOLATIONS**

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

a. Based upon the foregoing factual allegations, the Respondent violated the Section 21 of the Act, 10 P.S. § 162.21, in that each officer and director of the charitable organization is required to act in a fiduciary capacity in regard to soliciting, collecting and expending contributions and violated by failing to apply contributions in a manner substantially consistent with the charitable organization's purpose as required by the Act at Section 13, 10 P.S. § 162.13.

#### **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. Based upon the foregoing factual allegations, the Respondent violated the Section 21 of the Act, 10 P.S. § 162.21, in that each officer and director of the charitable organization is required to act in a fiduciary capacity in regard to soliciting, collecting and expending contributions and violated by failing to apply

contributions in a manner substantially consistent with the charitable organization's purpose as required by the Act at Section 13, 10 P.S. § 162.13.

**PUBLIC REPRIMAND**

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

**COOPERATION WITH DISTRICT ATTORNEY**

- c. Respondent shall fully cooperate with the Westmoreland County District Attorney's Office in all efforts taken by the office to pursue any actions and to achieve full restitution in this matter.

**CEASE & DESIST**

- d. Respondent shall cease and desist any and all solicitation of funds for charitable purposes in this Commonwealth.

- e. Respondent shall not represent, either directly or indirectly, that by this Consent Agreement the Bureau 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**

6. 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 paragraph five (5).

**ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING**

7. Respondent waives the filing of an Order to Show Cause in this matter.
8. 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**

9. Respondent acknowledges that he is aware that he 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**

10. 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.
11. 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 five (5) of this agreement.

### **EFFECT OF SECRETARY'S REJECTION**

12. 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**

13. 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**

14. 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**

15. 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.



MICHAEL J. GENNETT  
Prosecuting Attorney  
Department of State

Date:

5 SEP 2018



Brandon May  
Respondent

Date:

8/27/18




**IN THE MATTER OF  
BRANDON MAY  
File No.: 16-98-02988**

**ORDER**

AND NOW, this 7<sup>th</sup> day of September 2018, the foregoing Consent Agreement is hereby approved and the terms set forth therein 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:**

  
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**Robert Torres**  
**Acting Secretary of the Commonwealth**

**For the Commonwealth:**

Michael J. Gennett, Esquire  
306 North Office Building  
401 North Street  
Harrisburg, PA 17120

**For Respondent:**

Brandon May  
25 Village Drive  
Mt. Pleasant, PA 15666