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

PROTHONOTARY
2010 APR -2 AM 11:30
Department of State

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations,

vs.

Lin Marie a/k/a Linda Bruno, President
Tiger Ranch, Inc.,
Respondent

Docket No. CO11-98-2010

File No. 10-98-01090

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and Lin Marie a/k/a Linda Bruno, President of Tiger Ranch, 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.*

STIPULATED FACTS

- 2. Respondent admits that the following allegations are true:
 - a. Respondent's last known address is 160 Miller Drive, Tarentum, PA 15084.
 - b. Respondent is president of Tiger Ranch, Inc., a Pennsylvania incorporated non-profit organization.
 - c. Tiger Ranch conducts business as a charitable organization as defined by the Act.

d. Tiger Ranch has never been registered with the Bureau as a charitable organization.

e. Based on information obtained by the Bureau, Tiger Ranch should have been registered with the Bureau as a charitable organization in 2006 and 2007, as gross contributions and gifts in kind exceeded \$25,000 in those years.

f. At all relevant and material times, Respondent, as president and treasurer for Tiger Ranch, had sole authority over solicitations, collection and/or expenditure of contributions made to Tiger Ranch. Respondent took sole responsibility for the financial matters involving Tiger Ranch.

g. At all relevant and material times, both Respondent and Tiger Ranch maintained bank accounts at PNC Bank.

h. Respondent commingled funds between her personal bank accounts at PNC Bank and Northwest Savings Bank and Tiger Ranch's accounts.

i. The commingled funds identified in this Consent Agreement were not applied in a manner consistent with Tiger Ranch's charitable purpose.

j. As a result of a joint investigation by the Bureau and the Allegheny County District Attorneys Office, Respondent has been charged criminally for her activities at Tiger Ranch.

k. On July 13, 2009, Respondent entered a Plea Agreement in the criminal matter, Respondent will pay restitution in the criminal matter as a condition of the Plea Agreement.

l. On July 22, 2009, an Order of Court was entered forfeiting "ALL ANIMALS SEIZED, LIVING AND DECEASED, TO THE PSPCA," thereby effectively closing Tiger Ranch.

AGREED VIOLATIONS

3. Respondent agrees that by engaging in the foregoing activities Respondent committed violations of the Act as follows:

a. 10 P.S. § 162.15(a)(1) by failing to register with the Bureau before soliciting charitable contributions in the Commonwealth of Pennsylvania.

b. 10 P.S. § 162.15(a)(1), by and through § 162.13(a), in that when Respondent commingled donations to Tiger Ranch, for her personal use and benefit, she caused Tiger Ranch to apply contributions in a manner not consistent with Tiger Ranch's charitable purpose.

PROPOSED ORDER

4. The participants consent to the issuance of the following Order in settlement of this matter:

a. Respondent violated the Act at 10 P.S. § 162.15(a)(1).

b. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.13(a).

c. A PUBLIC REPREMAND is hereby issued to Respondent

ADDITIONAL PROVISIONS

d. In lieu of an ADMINISTRATIVE FINE, Respondent agrees to dissolve Tiger Ranch and wind up its affairs immediately.

e. Respondent shall not represent, either directly or indirectly, that by this Consent Agreement the Bureau of Charitable Organizations has sanctioned, condoned or approved 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 a position as a director or an officer, whether voluntary or paid, in any charitable organization, which involves the solicitation, collection or expenditure of contributions.

CASE SETTLED AND DISCONTINUED

5. 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 any ordered discipline.

ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING

6. 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 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 by means of a brief; and to take an appeal from any final adverse decision.

AGREEMENT NOT BINDING ON OTHER PARTIES

7. 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

8. 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

9. 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

10. The parties acknowledge that other federal, state, and/or local agencies may have

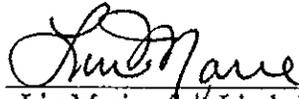
jurisdiction over the activities of, or representations made by, Respondent. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring any information or data produced as a result of this matter to any federal, state, or local agency or governmental unit having jurisdiction over the activities of Respondent.

VERIFICATION OF FACTS AND STATEMENTS

11. 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. Pflusich, Esquire
Prosecuting Attorney
Department of State



Lin Marie a/k/a Linda Bruno
President, Tiger Ranch
Respondent

DATED:

3/29/10

DATED:

3/25/10



**IN THE MATTER OF
Lin Marie a/k/a Linda Bruno and Tiger Ranch, Inc.
FILE NO. 10-98-01090**

ORDER

AND NOW, to wit, on this 2nd day of April 2010, the terms of paragraph 4 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