



a. Respondent's last known business address, as on file with the Department of State, is 369 Turner Industrial Way, Aston, PA 19014.

b. On or about March 8, 2007, Respondent entered into a Consent Agreement with the Bureau in which the Respondent was found in violation of the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(d), for failing to file written contracts with charitable organizations with the Bureau at least ten working days prior to performing services.

c. On or about October 1, 2008, Respondent entered into a contract to perform professional fundraising counsel services for Central Bucks Ambulance for the period from October 15, 2008 through October 14, 2009.

d. Respondent did not file this contract with the Bureau at least ten days prior to performing fundraising counsel services as stated in the contract.

e. Respondent did not have the Bureau's approval of the contract prior to performing the counsel services as stated in the contract.

#### **AGREED VIOLATIONS**

5. Respondent admits and agrees that by engaging in the foregoing activities it violated the Act at 10 P.S. § 162.15(a)(1), by and through 10 P.S. § 162.8(d), in that Respondent failed to submit its contract with Central Bucks Ambulance to the Bureau for review and approval at least ten (10) working days prior to performing services under these contracts, and performed professional fundraising counsel services for Central Bucks Ambulance without an approved contract.

## PROPOSED ORDER

6. The participants, intending to be legally bound, 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), by and through 10 P.S. § 162.8(d).

### ADMINISTRATIVE FINE

b. An ADMINISTRATIVE FINE of four thousand dollars (\$4,000.00) is levied upon Respondent. Respondent shall tender the full sum of four thousand dollars (\$4,000.00) with this executed Consent Agreement which shall be paid by **certified check, cashier's check, attorney's check or U.S. Postal money order made payable to the "Commonwealth of Pennsylvania."**

### 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 any ordered discipline.

### 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 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

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

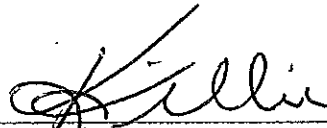
12. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent. Nothing in this

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**

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.

  
\_\_\_\_\_  
Jacquelyn E. Pfursich  
Prosecuting Attorney  
Department of State

  
\_\_\_\_\_  
For Choice Marketing, Inc.  
Title: *PRESIDENT*  
Respondent

DATED: *6/17/10*

DATED:



**IN THE MATTER OF  
Choice Marketing, Inc.  
File No. 10-98-03620**

**ORDER**

AND NOW, to wit, on this 23<sup>rd</sup> day of June 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

A handwritten signature in cursive script that reads "Basil L. Merenda".

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