

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

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations

v.

Thelma J. Cover,
Respondent

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: Docket No. 07-98-2007
: File No. 07-98-11543
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Department of State

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and Thelma J. Cover ("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. §§162.1-162.24.

STIPULATED FACTS

2. Respondent admits that the following allegations are true:
- a. Respondent's last known address is 4987 Guinter Road, Chambersburg, PA 17201.
 - b. Respondent has provided the Bureau with a card stating that she is a reverend in good standing with Associated Independent Ministers.

c. Respondent has acted as president and assumed the duties of treasurer for G.O.D.S. Mission Church, Inc., (G.O.D.S. Mission).

d. G.O.D.S. Mission conducts business as a charitable organization as defined by the Act.

e. G.O.D.S. Mission was incorporated as a non-profit organization on July 12, 1995, and was assigned entity number 2646475.

f. At all relevant and material times, Respondent was the treasurer for G.O.D.S. Mission.

g. At all relevant and material times, Respondent, as treasurer for G.O.D.S. Mission, had sole authority over the solicitation, collection and/or expenditure of contributions made to G.O.D.S. Mission.

h. Pursuant to Section 162.21 of the Act, Respondent, as treasurer, is deemed a fiduciary and acting in a fiduciary capacity for G.O.D.S. Mission.

i. At all relevant and materials times, since the incorporation of G.O.D.S. Mission, Respondent commingled funds between her personal bank accounts and G.O.D.S. Mission's accounts.

j. The commingled funds identified in this Consent Agreement were used for Respondent's personal use and benefit.

k. The commingled funds identified in this Consent Agreement were not applied in a manner consistent with G.O.D.S. Mission's charitable purpose.

l. In addition, Respondent failed to keep true and accurate fiscal records for G.O.D.S. Mission.

m. G.O.D.S. Mission received in-kind donations from area businesses.

n. G.O.D.S. Mission failed to keep true and accurate records involving the in-kind donations received from area businesses.

VIOLATIONS

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

a. 10 P.S. § 162.15(a)(2), in that when Respondent misappropriated donations from G.O.D.S. Mission for her personal use and benefit, she utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding; 10 P.S. § 162.15(a)(1), by and through § 162.21, in that when Respondent, as treasurer, misappropriated donations from G.O.D.S. Mission, for her personal use and benefit, she breached the fiduciary duty she owed to G.O.D.S. Mission;

b. 10 P.S. § 162.15(a)(2), in that when Respondent misappropriated donations from G.O.D.S. Mission for her personal use and benefit, she utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding;

c. 10 P.S. § 162.15(a)(1), by and through § 162.13(a), in that when Respondent misappropriated donations to G.O.D.S. Mission, for her personal use and benefit, she caused G.O.D.S. Mission to apply contributions in a manner not consistent with G.O.D.S. Mission's charitable purpose; and

d. 10 P.S. § 162.15(a)(1), by and through § 162.12, in that Respondent failed to keep true and accurate fiscal records of G.O.D.S. Mission's solicitation activities.

PROPOSED ORDER

4. 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 § 162.13(a); § 162.15(a)(1), by and through § 162.21; and § 162.15(a)(2).

b. Respondent violated the Act at 10 P.S. § 162.15(a)(1) by and through §162.12.

ADMINISTRATIVE FINE

c. An **ADMINISTRATIVE FINE** of two hundred fifty dollars (\$250.00) is levied upon Respondent. Respondent shall tender the full sum of two hundred fifty dollars (\$250.00), 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."**

COOPERATION WITH THE PENNSYLVANIA STATE POLICE

d. Respondent shall fully cooperate with the Pennsylvania State Police and will follow through on her agreement to dissolve G.O.D.S. Mission and agree to never, directly or indirectly assume any position, whether voluntary or paid, in any charitable organization, which involves the solicitation, collection or expenditure of contributions.

e. In addition, Respondent agrees to return any and all contributions received after the date of this agreement to the parties that gave the contribution.

ADDITIONAL PROVISIONS

f. 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.

g. Respondent shall not, either directly or indirectly, participate in any activities within the Commonwealth of Pennsylvania in violation of the Act.

h. In addition, Arthur Cover, Respondent's spouse, shall not assume any position, whether voluntary or paid, in any charitable organizations, which involves the solicitation, collection or expenditure of contributions.

i. Respondent acknowledges its requirement to keep true and accurate fiscal records and understands that the Bureau may audit the records of Respondent at anytime.

j. Respondent acknowledges the registration requirements of the Act.

k. Respondent shall apply the refund from the insurance policy on the tractor-trailer used by G.O.D.S. Mission to pay off any and all debts of G.O.D.S. Mission. Any excess of the refund on the insurance policy remaining after all debts have been paid shall be donated to a licensed charity.

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 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

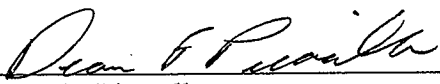
9. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants,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

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

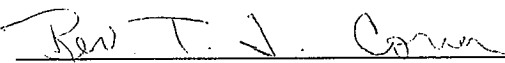
10. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring 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.



Dean F. Picarella
Prosecuting Attorney
Department of State




Reverend Thelma J. Cover
Respondent

DATED: 11/16/2007

DATED: 11-16-07

As to Paragraph 4(h) only:



Arthur Cover

DATED: 11-16-07



**IN THE MATTER OF
THELMA J. COVER
FILE NO. 07-98-11543**

ORDER

AND NOW, to wit, on this 20th day of November 2007, 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