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

2009 JUN 22 PM 4:45

Department of State

Commonwealth of Pennsylvania,  
Bureau of Charitable Organizations,

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:  
: Docket No. 0010 -98-09  
: File No. 08-98-08654

v.

Daniel A. Shission,  
Respondent

**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and Daniel A. Shission ("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 542 West 8<sup>th</sup> Street, West Wyoming, PA, 18644.

b. Respondent was the Treasurer for the Carverton Charge of the United Methodist Church (Carverton) during the time period May 2002 through December 2006.

c. Carverton conducted business as a charitable organization as defined by the Act; Carverton is not registered with the Bureau.

d. At all relevant and material times, Respondent was responsible for maintaining the accounts of Carverton.

e. At all relevant and material times, Respondent, as treasurer for Carverton, had the authority to withdraw funds and make purchases on behalf of Carverton, and issue checks, drawn on Carverton's bank account.

f. Pursuant to Section 162.21 of the Act, Respondent is deemed a fiduciary and acting in a fiduciary capacity for Carverton.

g. At all relevant and material times, Carverton maintained a checking account at PNC Bank.

h. During the period of May 2002 through December 2006, Respondent misappropriated \$50,562.79 in proceeds from the Carverton bank account.

i. The misappropriation of funds identified in this Consent Agreement was for Respondent's personal use and benefit.

j. The funds identified in this Consent Agreement were not applied in a manner consistent with Carverton's charitable purpose.

### 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 a total of \$50,562.79 from the account in the name of Carverton, for his personal

use and benefit, he utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding.

b. 10 P.S. § 162.15(a)(1), by and through § 162.13(a), in that when Respondent misappropriated a total of \$50,562.79 from the account in the name of Carverton, for his personal use and benefit, he caused Carverton to apply contributions in a manner not consistent with Carverton's charitable purpose;

#### **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)(2); and § 162.15(a)(1), by and through § 162.13(a).

#### **PUBLIC REPRIMAND**

b. A **PUBLIC REPRIMAND** is hereby issued to Respondent.

#### **COOPERATION WITH LUZERNE COUNTY DISTRICT ATTORNEY**

c. Respondent shall fully cooperate with the Luzerne County District Attorney's Office in its efforts to achieve full restitution to Carverton.

#### **ADDITIONAL PROVISIONS**

d. 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.

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

f. Respondent shall not assume any position, whether voluntary or paid, in any charitable organization, which involves the collection, expenditure, handling, or accounting of contributions.

g. Respondent may assume supervised non-finance related positions within a charitable organization upon written verification to the Bureau's Prosecuting Attorney that the charity has received a copy of this Consent Agreement and Order.

h. Respondent's failure to comply with the above terms and conditions shall be deemed a violation of this Consent Agreement, and shall subject the Respondent to an assessment of a civil penalty of \$1,000.00 per violation of the Act.

#### **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.

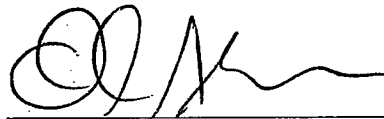
**VERIFICATION OF FACTS AND STATEMENTS**

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.



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Dean F. Picarella  
Prosecuting Attorney  
Department of State



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Daniel A. Shission  
Respondent

DATED: 06/22/2009

DATED: 6/14/09



**IN THE MATTER OF  
DANIEL A. SHISSON  
File No. 08-98-08654**

**ORDER**

AND NOW, to wit, on this 22<sup>ND</sup> day of June 2009, 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

A handwritten signature in cursive script, reading "Thomas J. Weaver", written over a horizontal line.

Thomas J. Weaver  
Executive Deputy Secretary of the Commonwealth