

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

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Department of State

Commonwealth of Pennsylvania,
Bureau of Charitable Organizations,

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Docket No. 001498-08
File No. 06-98-07068

v.

Michael Tarquinio,
Respondent

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations ("Bureau") and Michael Tarquinio ("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 3019 Timbercreek Drive, McKees Rocks, PA 15136.
 - b. The Pittsburgh Columbus Day Parade Committee ("Parade Committee") is a Pennsylvania non-stock nonprofit corporation registered with the Pennsylvania Corporation Bureau pursuant to 15 Pa.C.S.A. § 5507 on March 27, 1985.
 - c. The Parade Committee conducts business as a charitable organization as defined by the Act.

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d. At all relevant and material times, Respondent was the Chairman of the Parade Committee.

e. At all relevant and material times, the Parade Committee maintained a checking account at National City Bank of Pennsylvania, Account Number 201015216 (Parade Committee Checking Account).

f. At all relevant and material times, Respondent had the authority to sign checks drawn on the Parade Committee Checking Account.

g. Pursuant to Section 162.21 of the Act, Respondent, as Chairman, is deemed a fiduciary and acting in a fiduciary capacity for the Parade Committee.

Checks Made Payable to Respondent: \$3,635.00

h. From May 16, 2002 through October 17, 2003, Respondent received thirteen (13) checks payable to himself totaling \$3,635.00 issued from the Parade Committee Checking Account as follows:

Date	Check #	Payee	Source	Debits Parade Account
5/16/2002	2083	Mike Tarquinio	Parade Account	\$ 125.00
8/16/2002	2091	Mike Tarquinio	Parade Account	\$ 200.00
8/20/2002	2092	Mike Tarquinio	Parade Account	\$ 1,000.00
9/3/2002	2098	Mike Tarquinio	Parade Account	\$ 160.00
9/20/2002	2101	Mike Tarquinio	Parade Account	\$ 300.00
9/25/2002	2103	Mike Tarquinio	Parade Account	\$ 200.00
10/8/2002	2138	Mike Tarquinio	Parade Account	\$ 150.00
10/17/2002	2141	Mike Tarquinio	Parade Account	\$ 200.00
11/7/2002	2144	Mike Tarquinio	Parade Account	\$ 150.00
5/16/2003	2166	Mike Tarquinio	Parade Account	\$ 500.00
9/26/2003	2184	Mike Tarquinio	Parade Account	\$ 300.00
10/9/2003	2	Mike Tarquinio	Parade Account	\$ 200.00
10/17/2003	2200	Mike Tarquinio	Parade Account	\$ 150.00

i. The checks identified in paragraph 2(h) were for Respondent's personal use and benefit.

j. The checks identified in paragraphs 2(h) were not applied in a manner consistent with the Parade Committee's charitable purpose.

Checks Made Payable to King Distribution/Jenntone: \$17,800.00

k. King Distribution and Jenntone are for-profit businesses owned by Respondent.

l. From June 18, 2003, through September 24, 2003, Respondent received five (5) checks payable to King Distribution or Jenntone totaling \$17,800.00 issued from the Parade Committee Checking Account as follows:

Date	Check #	Payee	Source	Debits Parade Account
6/18/2003	2165	King Distribution	Parade Account	\$ 10,000.00
8/15/2003	2172	King Distribution	Parade Account	\$ 1,400.00
9/10/2003	1	Jenntone	Parade Account	\$ 3,100.00
9/12/2003	2178	King Distribution	Parade Account	\$ 1,100.00
9/24/2003	2182	King Distribution	Parade Account	\$ 2,200.00

m. The checks identified in paragraph 2(l) were for Respondent's personal use and benefit.

n. The checks identified in paragraphs 2(l) were not applied in a manner consistent with the Parade Committee's charitable purpose.

Checks Made Payable to Cash/Others: \$3,020.07

o. From October 5, 2002, through October 10, 2003, Respondent received four (4) checks payable to cash and others totaling \$3,020.07 issued from the Parade Committee Checking Account as follows:

Date	Check #	Payee	Source	Debits Parade Account
10/5/2002	2132	Cash	Parade Account	\$ 125.00
10/17/2002	2186	Mailboxes Etc.	Parade Account	\$ 45.07
10/3/2003	2194	Cash	Parade Account	\$ 1,000.00
10/10/2003	2199	Cash	Parade Account	\$ 1,850.00

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p. The checks identified in paragraph 2(o) were for Respondent's personal use and benefit.

q. The checks identified in paragraphs 2(o) were not applied in a manner consistent with the Parade Committee's charitable purpose.

Overdraft/Returned Check Charges: \$461.80

r. From June 24, 2003, through October 27, 2003, The Parade Committee Checking account was charged twenty-eight (28) times for overdraft or returned check charges in the total amount of \$461.80 issued as follows:

Date	Check #	Payee	Source	Debits Parade Account
6/24/2003	*	Overdraft	Parade Account	\$ 29.00
7/7/2003	*	Overdraft	Parade Account	\$ 5.00
7/8/2003	*	Overdraft	Parade Account	\$ 5.00
7/9/2003	*	Overdraft	Parade Account	\$ 5.00
7/10/2003	*	Overdraft	Parade Account	\$ 5.00
7/11/2003	*	Overdraft	Parade Account	\$ 5.00
7/14/2003	*	Overdraft	Parade Account	\$ 5.00
7/15/2003	*	Overdraft	Parade Account	\$ 5.00
7/16/2003	*	Overdraft	Parade Account	\$ 5.00
7/17/2003	*	Overdraft	Parade Account	\$ 5.00
7/17/2003	*	Returned Check	Parade Account	\$ 29.00
7/18/2003	*	Overdraft	Parade Account	\$ 5.00
7/21/2003	*	Overdraft	Parade Account	\$ 5.00
7/22/2003	*	Overdraft	Parade Account	\$ 5.00
7/23/2003	*	Overdraft	Parade Account	\$ 5.00
7/23/2003	*	Returned Check	Parade Account	\$ 29.00
7/24/2003	*	Overdraft	Parade Account	\$ 5.00
7/25/2003	*	Overdraft	Parade Account	\$ 5.00
7/28/2003	*	Overdraft	Parade Account	\$ 29.00
9/3/2003	*	Returned Check	Parade Account	\$ 29.00
9/4/2003	*	Returned Check	Parade Account	\$ 29.00
9/5/2003	*	Returned Check	Parade Account	\$ 29.00
9/5/2003	*	Returned Check	Parade Account	\$ 29.00
9/10/2003	*	Returned Check	Parade Account	\$ 29.00
9/12/2003	*	Staples Redepcheck	Parade Account	\$ 38.80
9/26/2003	*	Returned Check	Parade Account	\$ 29.00
10/15/2003	*	Returned Check	Parade Account	\$ 29.00
10/27/2003	*	Returned Check	Parade Account	\$ 29.00

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s. The charges identified in paragraph 2(r) were incurred as a direct result of Respondent's actions.

t. Respondent's conduct in causing the charges identified in paragraph 2(r) caused the Parade Committee to apply funds in a manner that was not consistent with the Parade Committee's charitable purpose.

VIOLATIONS

3. Respondent committed multiple violations of the Act as follows:

a. 10 P.S. § 162.15(a)(1), by and through § 162.13(a), in that when Respondent caused 22 checks to be issued to himself, and/or others, for Respondent's personal use and benefit, and when he caused 28 overdraft and returned check charges to be incurred from the Parade Committee Checking Account, he caused the Parade Committee to apply contributions in a manner not consistent with the organization's charitable purpose; and

b. 10 P.S. § 162.15(a)(1), by and through § 162.21, in that when Respondent, as Chairman, caused and/or permitted 22 checks to be issued to himself, and/or others, for Respondent's personal use and benefit, and when he caused 28 overdraft and returned check charges to be incurred from the Parade Committee Checking Account, he breached the fiduciary duty he owed to the Parade Committee; and

c. 10 P.S. § 162.15(a)(2), in that when Respondent caused 22 checks to be issued to himself and/or others for Respondent's personal use and benefit, and when he caused 28 overdraft and returned check charges to be incurred from

the Parade Committee Checking Account, he utilized unfair and deceptive acts and engaged in fraudulent conduct which created a likelihood of confusion or of misunderstanding.

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

COOPERATION WITH ALLEGHENY COUNTY DISTRICT ATTORNEY

c. Respondent shall fully cooperate with the Allegheny County District Attorney's Office in its efforts to achieve full restitution to the Pittsburgh Columbus Day Parade Committee.

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 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 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

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paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

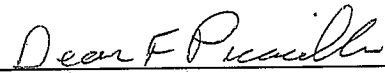
9. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants,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

AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES

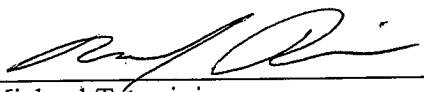
10. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring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



Michael Tarquinio
Respondent

DATED: 12-3-2008

DATED: 10-15-07



**IN THE MATTER OF
MICHAEL TARQUINIO
FILE NO. 06-98-07068**

ORDER

AND NOW, to wit, on this 9th day of December 2008, 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