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FILED

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Division of Consumer Affairs

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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of

PROJECT LADYBUG, INC.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation to ascertain whether violations of the New Jersey Charities Registration and Investigation Act, N.J.S.A. 45:17A-18 et seq. ("CRIA"), and the Regulations Governing Charitable Fundraising, N.J.A.C. 13:48-1.1 et seq. ("Charities Regulations"), have been committed by Project Ladybug, Inc., located at 705 Ewing Ave, Franklin Lakes, NJ 07417, as well as its trustees officers, directors, managers, employees, representatives and agents ("Respondent" and "Project Ladybug") ("Investigation");

WHEREAS the Division and Respondent (collectively, "Parties") have reached an amicable agreement thereby resolving the issues in controversy and concluding this matter without the need for further action, and Project Ladybug, having voluntarily cooperated with the Investigation and consented to the entry of the within order ("Consent Order") and for good cause shown,

IT IS on this 4th day of February, 2010 **ORDERED AND AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order shall be effective on the date that it is filed with the Division.

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings:

2.1 "Attorney General" shall refer to the Attorney General of the State of New Jersey (or designated representative) and the Office of the Attorney General.

2.2 "CRIA" shall refer to the New Jersey Charities Registration and Investigation Act, N.J.S.A. 45:17A-18 et seq.

2.3 "Charitable Organization" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and means (1) any person determined by the federal Internal Revenue Service to be a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code of 1986, 26 U.S.C. § 501(c)(3) or (2) any person who is, or holds himself out to be, established for any benevolent, philanthropic, humane, social welfare, public health, or other eleemosynary purpose, or for the benefit of law enforcement personnel, firefighters or other persons who protect the public safety, or any person who in any manner employs a charitable appeal as the basis of any solicitation, or an appeal which has a tendency to suggest there is a charitable purpose to any solicitation.

2.4 “Charitable Purpose” shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and means (1) any purpose described in section 501(c)(3), of the Internal Revenue Code of 1986, 26 U.S.C. § 501(c)(3); or (2) any benevolent, philanthropic, humane, social welfare, public health, or other eleemosynary objective, or an objective that benefits law enforcement personnel, firefighters, or other persons who protect the public safety.

2.5 “Charities Regulations” shall refer to the Regulations Governing Charitable Fundraising, N.J.A.C. 13:48-1.1 et seq.

2.6 “Contribution” shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and means the conveyance, promise or pledge of money, credit, property, financial assistance or other thing of any kind or value in response to a solicitation. It does not include any of the following: bona fide fees, dues or assessments paid by members provided that membership is not conferred solely as consideration for making a contribution in response to a solicitation; moneys received pursuant to a governmental grant or contract; or, personal services rendered by a volunteer.

2.7 “Division” shall refer to the New Jersey Division of Consumer Affairs.

2.8 “Registration Statement” shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and means an initial registration, renewal, financial report or any other document or report required pursuant to the CRIA.

2.9 “Solicitation” or “solicit” shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and means the request, directly or indirectly, for money, credit, property, financial assistance, or other thing of any kind or value to advance a charitable purpose of a charitable organization. Solicitations shall include, but not be limited to, oral or written requests;

announcements in the press, over the radio, television, or telephone; and the distribution of written advertisements, whether a contribution is received or not.

2.10 "State" shall refer to the State of New Jersey.

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 In the conduct of its business in the State, Project Ladybug shall not engage in any acts or practices in violation of the CRIA and/or the Charities Regulations, including but not limited to, the practices specifically mentioned in this Consent Order.

3.2 Respondent, unless exempt, shall file the required Registration Statement, fees and renewals pursuant to N.J.S.A. 45:17A-23 prior to Soliciting any Contributions in the State.

3.3 Respondent shall keep complete and accurate financial records of its activities pursuant to N.J.S.A. 45:17A-31. These records shall be made available for inspection and copying upon demand by the Division and/or the Attorney General.

3.4 Pursuant to N.J.S.A. 45:17A-32 and N.J.A.C. 13:48-11.2, Respondent shall ensure that all oral and written statements it makes are truthful, including but not limited to, statements regarding the allocation of Contributions received.

3.5 Pursuant to N.J.A.C. 13:48-11.2, Respondent shall comply with all disclosure requirements for the Solicitation of Contributions, including the required written disclosure on all printed Solicitations, written confirmations, receipts or written reminders.

4. SETTLEMENT PAYMENT

4.1 Respondent shall pay to the Division the sum of Three Thousand and 00/100 Dollars (\$3,000.00) as a civil monetary penalty pursuant to N.J.S.A. 45:17A-33 for violating the provisions of the CRIA and the Charities Regulations.

4.2 For a period of twelve (12) months from the Effective Date, the penalty of Three Thousand and 00/100 (\$3,000.00) shall be suspended and automatically vacated at the end of said period, provided:

a. Project Ladybug complies with the restraints and conditions set forth in this Consent Order; and

b. Project Ladybug does not engage in any acts or practices in violation of the CRIA and the Charities Regulations.

4.3 In the event that Project Ladybug fails to comply with any provisions of this Consent Order, including Section 3.1 through 4.4, the entire suspended amount of Three Thousand and 00/100 Dollars (\$3,000.00) shall be immediately due and payable upon the expiration of a notice to cure issued by the Division. In such notice, the Division shall provide Project Ladybug with a fifteen (15) day period within which to cure any defaults under this Consent Order. In the event Project Ladybug's failure to cure any such defaults, the Division may move on short notice or by Order to Show Cause to have a Judgment entered for the suspended penalty amount.

4.4 All payments in satisfaction of this Consent Order shall be made by certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to the undersigned:

State of New Jersey
Department of Law and Public Safety
Case Management Tracking
124 Halsey Street- 7th Floor
Newark, New Jersey 07101

5. GENERAL PROVISIONS

5.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of obligations and duties imposed by this Consent Order.

5.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.4 This Consent Order contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

5.5 Except as otherwise explicitly provided in this Consent Order, nothing in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests or the people of the State.

5.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

5.7 This Consent Order shall be binding upon the Respondent(s) as well as their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

5.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

5.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Respondent(s); and (b) an admission by Respondent(s) that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CRIA and/or the Charities Regulations.

5.10 The Parties represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

5.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

5.12 Respondent acknowledges that this Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 to -13.

6. RELEASE

6.1 In consideration of the undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Project Ladybug's compliance with the CRIA and the Charities Regulations, the Division hereby agrees to release Respondent from any and all civil claims, to the extent permitted by State law, which the Division could have brought prior to the

Effective Date against Respondent for violations of the CRIA and the Charities Regulations, as well as the matters specifically addressed in this Consent Order (the "Released Claims").

6.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State of New Jersey.

7. FORBEARANCE ON EXECUTION AND DEFAULT

7.1 Respondent agrees to pay all reasonable attorneys' fees and costs including, but not limited to, Court costs, associated with any successful collection or enforcement efforts by the Division pursuant to this Consent Order.

7.2 On the Effective Date, Respondent shall provide the Division with current addresses, telephone numbers and facsimile numbers for service of process in the event of default until its obligations under this Consent Order are completed. Within five (5) days of relocating to a new address or obtaining new telephone or facsimile numbers, Respondent shall provide such information to the Division. In the event of Respondent's default under Sections 3.1 through 4.4, service upon Respondent shall be effective upon mailing a notice via First Class Mail accompanied by a confirmed receipt facsimile transmission.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order, the CRIA and/or the Charities Regulations shall constitute a second or succeeding

violation pursuant to N.J.S.A. 45:17A-33 and that Respondent may be liable for enhanced civil penalties.

9. COMPLIANCE WITH ALL LAWS

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

a. Relieving Respondent of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

10. NOTICES UNDER THIS CONSENT ORDER

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

a. All notices directed to the Division shall be sent to:

Jennifer Dougherty, Deputy Attorney General
State of New Jersey, Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

b. All notices directed to Respondents shall be sent to:

Project Ladybug, Inc.
c/o Claudine Manzo

