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FILED

DEC 24 2019

Division of Consumer Affairs

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

In the Matter of I CARE I HELP; and DINA ALBORANO, individually and as founder and/or manager of I CARE I HELP Respondents.	Administrative Action **CONSENT ORDER**

WHEREAS this matter was 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 Charitable Registration and Investigation Act, N.J.S.A. 45:17A-18 to -40 ("CRIA"), and the Regulations Governing Charitable Fundraising, N.J.A.C. 13:48-1.1 to -15.1 ("Charities Regulations"), have been or are being committed by I Care I Help, as well as by its trustees, officers, directors, managers, employees, representatives and/or agents, and Dina Alborano ("Alborano"), individually and as founder and/or manager of I Care I Help (collectively, "Respondents") (hereinafter referred to as the "Investigation");

WHEREAS the Division alleges Respondents violated N.J.S.A. 45:17A-23(a) and N.J.A.C. 13:48-3.1(a), by operating as a Charitable Organization in New Jersey, receiving gross Contributions in excess of $10,000.00 in fiscal years 2017 and 2018, and failing to file a

Registration Statement with the Division's Charities Registration Section;

WHEREAS the Division alleges that Respondents Solicited Contributions for a purpose other than the Charitable Purpose expressed in the statement of the Charitable Organization, and expended Contributions in a manner inconsistent with the Charitable Purpose, in violation of N.J.S.A. 45:17A-32(c)(1) and N.J.A.C. 13:48-13.2(a)(1);

WHEREAS Respondents have agreed to cease Solicitation of Contributions for any entity operating as a Charitable Organization in New Jersey;

WHEREAS Respondent Alborano has agreed to be permanently barred from acting as an officer, director, manager, agent, trustee, and/or any other leadership position of any entity operating as a Charitable Organization in New Jersey; and

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

IT IS 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 ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this

Consent Order:

2.1 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.2 "Charitable Organization" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

2.3 "Contribution" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

2.4 "Gross Contributions" shall be defined in accordance with N.J.A.C. 13:48-1.3.

2.5 "Person" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

2.6 "Registration Statement" shall be defined in accordance with N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3.

2.7 "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. This definition also applies to other forms of the terms "Solicitation" and "Solicit," including, without limitation, "Solicited."

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

3. REQUIRED AND PROHIBITED BUSINESS PRACTICES

3.1. Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended, including the CRIA and the Charities Regulations.

RESPONDENT I CARE I HELP:

3.2 Upon the Effective Date, Respondent I Care I Help shall permanently cease operating as a Charitable Organization, Soliciting Contributions and/or having Contributions Solicited on its behalf.

RESPONDENT ALBORANO:

3.3 Respondent Alborano shall not serve as principal, board member, trustee or in any other leadership position of any Charitable Organization operating, Soliciting Contributions and/or having Contributions Solicited on its behalf in the State.

4. SETTLEMENT PAYMENT

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Five Thousand and 00/100 Dollars ($5,000.00) in civil penalties pursuant to N.J.S.A. 45:17A-33(d) and N.J.A.C. 13:48-14.1(a)(1) ("Settlement Payment").

4.2 Respondents shall pay the Settlement Payment as follows:

a. Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) contemporaneously with the signing of this Consent Order, which is due on or before December 3, 2019; and

b. Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) on or before February 3, 2020.

4.3 The Settlement Payment shall be made by certified check, cashier's check, money order, wire transfer, or credit card made payable to the "New Jersey Division of Consumer Affairs," and shall be forwarded to:

Case Initiation and Tracking Unit
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street
P.O. Box 45025
Newark, New Jersey 07101
Attn: Van Mallett, Lead Investigator

4.4 Upon making the Settlement Payment in accordance with Section 4.2, Respondents shall immediately be fully divested of any interest in, or ownership of, the monies paid. All interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

4.5 In the event Respondents fail to comply with the requirements of Section 4.2, the Division shall provide Respondents with notice seeking payment of any unpaid portion of the Settlement Payment ("Notice of Noncompliance"). Respondents shall be afforded a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure any noncompliance ("Cure Period"). In the event that Respondents cure the noncompliance within the Cure Period, Respondents shall continue to make the Settlement Payment in accordance with Section 4.2. In the event that Respondents fail to cure the noncompliance within the Cure Period, the Division may file a Certificate of Debt for the unpaid balance of the Settlement Payment and/or commence additional enforcement efforts, and if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents' license or registration issued by the Division.

4.6 In the event Respondents subsequently fail to comply with the requirements of Section 4.2, in lieu of issuing another Notice of Noncompliance, the Division may file a

Certificate of Debt for any unpaid portion of the Settlement Payment, and/or may commence additional enforcement efforts and, if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents' license or registration issued by the Division.

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 Respondents as well as any Person 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 its business.

5.8 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 Respondents; and (b) an admission by Respondents 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.

5.9 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.10 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.

5.11 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. REPRESENTATIONS AND WARRANTIES

6.1 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.

6.2 Respondents represent and warrant that all remaining Contributions in the possession of Respondent I Care I Help have been donated to a registered §501(c)(3) foreign Charitable Organization.

6.3 Respondents represent and warrant that they have fully read and understand this Consent Order, the legal consequences involved in signing the Consent Order, and that there are no other representations or agreements not stated in writing herein.

7. RELEASE

7.1 In consideration of the undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment in accordance with Section 4, the Division hereby agrees to release Respondents 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 Respondents for violations of the CRIA and/or the Charities Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order ("Released Claims").

7.2 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 Respondents by any other agency or subdivision of the State.

8. PENALTIES FOR FAILURE TO COMPLY

8.1 The Attorney General (or designated representative) shall have the authority to enforce the 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 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(d) and N.J.A.C. 13:48-14.1(a)(1), and that Respondents 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 Respondents 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 Respondents 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 Respondents 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 the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Gregory Turner, Assistant Deputy of Enforcement
New Jersey Division of Consumer Affairs
Office of Consumer Protection
124 Halsey Street - 7th Floor
P.O. Box 45025
Newark, New Jersey 07101

For Respondents:

Dina Alborano
108 Old York Road
Trenton, New Jersey 08620

IT IS ON THE 24 **DAY OF** December**, 2019 SO ORDERED.**

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:_____
PAUL R. RODRÍGUEZ, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: 11/25, 2019
Jesse J. Sierant
Deputy Attorney General
Consumer Fraud Prosecution Section

124 Halsey Street – 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR RESPONDENTS:

ARLEO & DONOHUE, LLC

By: _____ Dated: 11/20, 2019
Frank P. Arleo, Esq.
Arleo & Donohue, LLC
622 Eagle Rock Avenue
West Orange, New Jersey 07052

I CARE I HELP

By: _____ Dated: 11/20, 2019
Dina Alborano, Founder
I Care I Help
108 Old York Road
Trenton, New Jersey 08620

(cont'd.)

DINA ALBORANO, Individually

By: _____ Dated: 11/21, 2019

Dina Alborano
108 Old York Road
Trenton, New Jersey 08620