

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street-5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for New Jersey Division of Consumer Affairs

FILED

JAN 28 2010

Division of Consumer Affairs

By: Jennifer Dougherty
Deputy Attorney General
(973) 648-7819

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

In the Matter of

Administrative Action

NEW LIBERTY PROMOTIONS, INC.

d/b/a

DONATION PROCESSING CENTER;

EAST COAST WARRANTY OF NJ;

POLICE DEFENSE FOUNDATION; and

PUBLIC AWARENESS CENTER; and

GLENN NOWLAND, INDIVIDUALLY,

Respondents.

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 New Liberty Promotions, Inc. d/b/a Donation Processing Center, East Coast Warranty of NJ, Police Defense Foundation and Public Awareness Center ("NLP") and/or Glenn Nowland, Individually, ("Glenn Nowland") located at 74 Brick Blvd,

Brick, NJ 08723, as well as their trustees officers, directors, managers, employees, representatives and agents (collectively, "Respondents") ("Investigation");

WHEREAS the Division and Respondents (collectively, "Parties") have reached an amicable agreement thereby resolving the issues in controversy and concluding this matter 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 on this 26th day of January, ²⁰¹⁰~~2009~~ **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 of the State of New Jersey.

2.2 "Charitable Organization" shall be defined pursuant to N.J.S.A. 45:17A-20 and N.J.A.C. 13:48-1.3 and mean (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; or (2) any person who is, or holds himself out to be, established for any benevolent, philanthropic, humane, social, welfare, public health, or other cleemosynary 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 such violation.

2.3 “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.

2.4 “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.

2.5 “Independent Paid Fund Raiser” shall be defined in accordance with the Charities Act, N.J.S.A. 45:17A-20 and the Charities Regulations, N.J.A.C. 13:48-1-3.

2.6 “Registration Statement” shall be defined in accordance with the Charities Act, N.J.S.A. 45:17A-20 and the Charities Regulations, N.J.A.C. 13:48-1.3.

2.7 “Solicitation” or “Solicit” shall be defined in accordance with the Charities Act N.J.S.A. 45:17A-20 and the Charities Regulations, N.J.A.C. 13:48-1.3.

2.8 “Solicitor” means any individual who attempts to solicit or solicits contributions for compensation. A bona fide salaried officer, employee or volunteer of a charitable organization shall not be deemed a solicitor.

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

2.10 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

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

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 In the conduct of their business in the State, Respondents 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 Respondents shall file annually the required Registration Statement pursuant to N.J.S.A. 45:17A-27a and N.J.A.C. 13:48-7.1.

3.3 Respondents shall submit annually the required registration fees pursuant to N.J.S.A. 45:17A-27b and N.J.A.C. 13:48-2.1.

3.4 Respondents shall file a copy of any contract with a Charitable Organization with the Attorney General at least ten (10) days prior to the performance of any service within this State, pursuant to N.J.S.A. 45:17A-27 and N.J.A.C. 13:48-9.1.

3.5 Respondents shall submit the required fee accompanying each contract with a Charitable Organization pursuant to N.J.A.C. 13:48-2.1(a).

3.6 Respondent shall report any material change in any information previously filed with the Attorney General and/or the Division pursuant to N.J.S.A. 45:17A-31e.

3.7 Respondents shall not engage an unregistered Solicitor to Solicit Contributions for a Charitable Purpose or Contributions that benefit a Charitable Organization, pursuant to N.J.S.A. 45:17A-28 and N.J.A.C. 13:48-8.1.

3.8 Respondents shall file the registration information of any Solicitor with the Attorney General and the Division prior to the Solicitor acting as a Solicitor of Respondents, pursuant to N.J.S.A. 45:17A-28.

3.9 If Respondents assume the responsibility to register the Solicitors they engage, Respondents must comply with the registration procedures set forth in N.J.S.A. 45:17A-28 and N.J.A.C. 13:48-8.1.

3.10 If Respondents assume the responsibility to register the Solicitors they engage, Respondents must pay the registration fee as specified in N.J.A.C. 13:48-8.1(c) and N.J.A.C. 13:48-2.1(a)8.

3.11 Respondents shall file all campaign reports pursuant to N.J.S.A. 45:17A-27g(3).

3.12 Respondents shall keep complete and accurate financial records of its activities pursuant to N.J.S.A. 45:17A-31 and N.J.A.C. 13:48-10.2. These records shall be made available for inspection and copying upon demand by the Division and/or the Attorney General.

4. SETTLEMENT PAYMENT

4.1 Upon signing the consent order the Respondents shall pay to the Division the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) 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 The Parties have agreed that for a period of thirty-six (36) months from the Effective Date, Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) of the civil monetary penalty shall be suspended and automatically vacated at the end of said period, provided:

a. Respondents comply with the restraints and conditions set forth in this Consent Order;

b. Respondents do not engage in any acts or practices in violation of the CRIA and the Charities Regulations; and

c. Respondents fully satisfy the payments set forth in this Consent Order.

4.2 Respondents shall pay the Division of Consumer Affairs the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) as follows:

a. Upon execution of the Consent Order, Respondents shall make an initial payment to the Division of Six Hundred Twenty Five Dollars and 00/100 (\$625.00).

b. Respondents shall pay the remaining balance of Six Thousand Eight Hundred Seventy Five Dollars and 00/100 (\$6,875.00) in eleven (11) equal monthly installments in the amount of Six Hundred Twenty Five Dollars and 00/100 (\$625.00) per installment.

c. Respondents shall make the first monthly installment payment on February 1, 2010 and thereafter on the first day of every month through and including December 1, 2010.

4.3 Each of payments set forth in Section 4.2 shall be made by certified check, made payable to the "New Jersey Division of Consumer Affairs" and shall be delivered to the following address:

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

4.4 In the event that Respondents, fail to comply with any provisions of this Consent Order, including Section 3.1 through 4.3, the entire suspended amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) shall be immediately due payable upon the expiration

of a notice to cure issued by the Division. In such notice, the Division shall provide Respondents, with a (15) day period within which to cure any defaults under this Consent Order. In the event Respondents' 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.

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 Respondents acknowledge 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. REPRESENTATIONS AND WARRANTIES

6.1 Respondents represent and warrant that NLP will no longer conduct business in the State.

6.1 Respondents represent and warrant that if NLP is dissolved, notification will be sent to the Division.

6.2 Glenn Nowland represents that he is forming Capital Assistance, LLC., d/b/a Community Awareness Center, an Independent Fund Raiser, and represents and warrants that in doing so he will comply with the CRIA and the Charities Regulations.

7. RELEASE

7.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order, and conditioned on Respondents making the Settlement Payment in the manner specified in Section 4, the Division hereby agrees to release Respondents from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have bought for violations of the CRIA and/or Charities Regulations prior to the Effective Date for matters alleged and/or specifically addressed in this Consent Order (the "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 of New Jersey.

8. FUTURE BUSINESS OPENINGS, CLOSINGS AND/OR RELOCATIONS

8.1 For a period of five (5) years from the Effective Date, Respondents shall provide the Division with written notification of any proposed change in Respondents' business status including but not limited to, the creation, purchase, dissolution, merger, assignment, bankruptcy filing or sale. Respondents shall also notify the Division of subsequent plans to open, close or relocate any business locations owned, operated and/or managed by Respondents in New Jersey.

8.2 Respondents shall provide the Division with written notice no later than ten (10) business days of any material changes in: (a) name (including the creation of new d/b/a names); (b) address; (c) the owners, officers, directors and shareholders with a minimum five percent (5%) ownership interest in the entity; and (d) changes to its surety bond.

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 Respondents agree 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.

9.2 On the Effective Date, Respondents shall provide the Division with their 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, Respondents shall provide such information to the Division. In the event of Respondents' default under Sections 3.1 through 4.4, service upon Respondents shall be effective upon mailing a notice via First Class Mail accompanied by a confirmed receipt facsimile transmission.

10. PENALTIES FOR FAILURE TO COMPLY

10.1 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.

10.2 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.

11. COMPLIANCE WITH ALL LAWS

11.1 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.

12. NOTICES UNDER THIS CONSENT ORDER

12.1 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:

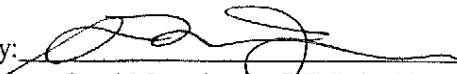
Jennifer Dougherty, Deputy Attorney General
State of New Jersey, Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

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


Glenn Nowland, Individually and on behalf of NLP
74 Brick Blvd. Ste 201
Brick, NJ 08723

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

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By:  Dated: 1/26 ²⁰¹⁰ ~~2009~~
~~David Szaechman, DIRECTOR~~ *Sharon M. Joyce, Acting Director*
DIVISION OF CONSUMER AFFAIRS

NLP

By:  Dated: 12/30/09, 2009
Signature
Glenn Nowland
Print Name
Pres
Title

GLENN NOWLAND, Individually

By:  Dated: 12/30/09, 2009
Glenn Nowland