

5. According to its posting on Booster, an online fundraising platform, BFK9 claims to provide training of service dogs, within the guidelines designated by the Americans with Disabilities Act (ADA), to: (1) active duty military members and veterans suffering from post-traumatic stress disorder (PTSD) and traumatic brain injury, (2) those with autism, epilepsy, diabetes, vision problems, hearing impairments, and other developmental disorders, and (3) firefighters, police officers, emergency medical personnel, and their families.
6. BFK9's posting on Booster also states that Brown: (1) is a law enforcement veteran with 23 years of experience, (2) has 8 years of experience as a K9 Officer, (3) founded BFK9 in 2013, (4) suffered a stroke in 2013 that left him partially blinded and with compromised mobility, and (5) is a severe diabetic who relies on his dogs to alert him of abnormal blood sugar levels and assist with mobility.
7. In response to a request for information the Division sent to BFK9 on March 9, 2017, Brown asserted that his only involvement with BFK9 was in its founding and as an active training consultant, a position he claims was terminated by Colleen Miller. However, despite Brown's attempt to minimize his role at BFK9, and BFK9's representation that he was a "volunteer," the Division's investigation has revealed that he was intimately involved in all aspects of BFK9's operations, including but not limited to the following:
 - i. Brown is listed on corporate documents as an incorporator of BFK9;
 - ii. BFK9's social media postings refer almost exclusively to Brown as providing services on behalf of BFK9, prominently listing his picture and biography;
 - iii. Brown is listed as BFK9's sole representative below the signature line of the Service Dog Training Agreement ("Agreement") between BFK9 and its customers;
 - iv. Brown was the primary individual at BFK9 with whom customers communicated;
 - v. Brown was the sole signatory on the majority of the checks issued by BFK9 from account inception through closing;
 - vi. from October 2016 through February 2017, Brown issued and signed eighteen (18) checks totaling over six thousand six hundred dollars (\$6,600.00) to himself, with notations of "reimbursement" or "labor";
 - vii. on February 27, 2017, Brown closed out BFK9's primary bank account and transferred the remaining four thousand five hundred dollars (\$4,500.00) in funds to a new, personal account for which he had sole signatory authority and represented that he was the "100% owner" of BFK9. On February 28, 2017, Brown withdrew these funds and closed the new account.
8. Pursuant to the Agreement BFK9 was to be paid twenty five thousand dollars (\$25,000.00), less a twelve thousand five hundred dollar (\$12,500.00) "scholarship" in matching funds purportedly

provided by BFK9, in addition to being “reimbursed” two hundred and forty nine dollars (\$249.00) for “US Dog” and “AKC” registration costs, one hundred and fifty dollars (\$150.00) for a “Final Vet Check,” and four hundred dollars (\$400.00) for “Equipment.” In exchange for the thirteen thousand two hundred and ninety nine dollar (\$13,290.00) net cost, BFK9 was to furnish the customer with a service dog specifically trained to suit his or her individual needs.

9. Under the Agreement, payment to cover all costs was to come from fundraiser campaigns, established by BFK9, such as GoFundMe, RallyUp, and local events. After the Agreement was signed, BFK9 would furnish the customer with login credentials, using BFK9’s email as the username, for a crowdfunding page ultimately belonging to BFK9. Under the Agreement, BFK9 was the only party allowed to retain rights to and withdraw funds from the crowdfunding site. In addition, BFK9 would retain rights to the service dog until it was paid for in full.
10. The at least six (6) customers who raised funds to obtain a service dog under the Agreement either did not receive a dog from BFK9 or received a dog that was unsuitable to their disabilities and unique needs. The Division’s investigation has only been able to identify one dog that BFK9 provided to a disabled individual. This dog was neither “highly trained” or suitable for the individual and the medical condition for which it was to be trained. All other individuals who expected to receive a service dog from BFK9 failed to receive a service dog.
11. In addition to raising money through crowdfunding websites, BFK9 also utilized online sales of merchandise and raffle tickets. BFK9 advertised and sold items such as raffle tickets, coffee mugs, wristbands, and t-shirts through a website called “Squareup.” Many of these items promoted particular individuals or causes, such as “Team Cynthia” and “Bring Holland to Hunter.” These sales generated substantial funds to BFK9, which were then used for Brown’s personal expenses. BFK9’s bank records show receipt of eight hundred and ninety four dollars (\$894.00) with notations indicating either merchandise or raffle tickets.
12. BFK9 promoted two raffles, one for Victim 1 and one for Organization 1, in which the same prize, a fourteen thousand dollar (\$14,000.00) Polaris ATV, was to be given away on consecutive weekends, April 15 and April 22, 2017. It is unknown how much money was raised from these raffles, but the records reflect that the raffle on behalf of Victim 1 was cancelled.
13. The majority of the money that was by BFK9 on behalf of the victims was raised through crowdfunding websites, Squareup, and local events was deposited into BFK9’s primary bank account and then misappropriated by Brown for personal use instead of being used for the individual or cause listed on the crowdfunding pages. BFK9 received sixty thousand dollars (\$60,000) in charitable contributions between June of 2016 and February 2017. By November

2016, it had surpassed the twenty five thousand dollar (\$25,000) maximum to qualify for exemption under O.C.G.A. § 43-17-9(a)(5).

14. A review of BFK9's bank records reveals no dog registration payments and virtually no expenses that are readily attributable to dog training or care, with the exception of eight hundred and sixty dollars (\$860.00) spent on PetSense, veterinary, and SPC costs for Victim 6's service dog, as per check notations. A significant portion of the charitable funds received by BFK9 were used to pay the personal expenses of Brown, and perhaps his girlfriend, Colleen Miller, including: restaurant and grocery charges, car and related insurance payments, utility payments, doctors' bills, and cable, streaming television, and cinema entertainment costs. The following is a summary of BFK9's bank record activity from June 2016 through February 2017:

- i. Two thousand four hundred and eighty eight dollars and twenty nine cents (\$2,488.29) was paid to Sunset T's, in payment for the shirts which BFK9 sells to raise money for itself generally and for specific causes.
- ii. Brown was paid six thousand six hundred dollars (\$6,600.00) in checks marked "labor" or "reimbursement," despite the fact that he represents in charitable solicitations that he is a volunteer. For unknown reasons, Colleen Miller and Dalton Miller received seven hundred dollars (\$700.00) and one thousand two hundred and fifty dollars (\$1,250.00), respectfully.
- iii. Five thousand four hundred dollars (\$5,400.00) in ATM withdrawals were made.
- iv. Five thousand dollars (\$5,000.00) was spent at restaurants.
- v. Five thousand dollars (\$5,000.00) was spent at grocery stores.
- vi. Two thousand five hundred (\$2,500.00) was paid to utility provider, Slash Pine Electric. Check notations indicate payments were for two different accounts: 536001 and 536002.
- vii. Over two thousand five hundred dollars (\$2,500.00) was spent on automobile expenses, including gas, along with one thousand seven hundred and sixty eight dollars (\$1,768.00) in monthly payments to Bryant Auto Sales and six hundred and sixty seven dollars (\$667.00) in insurance payments to GEICO.
- viii. Over eight hundred dollars (\$800.00) was spent on Direct TV, Microsoft Xbox, and visits to Valdosta Cinemas.
- ix. Six hundred and thirty five dollars (\$635.00) in medical payments were made, ninety percent (90%) of which went to "Valdosta Orthopedic."

15. In addition to misappropriating funds raised through crowdfunding websites, Squareup, and local events, Brown also deceived individuals who donated dogs for the purpose of becoming service animals. In one instance, Victim 2, a former military service member and breeder of German Shepherds, donated two (2) dogs to Brown, one of which was intended to become a service dog for

- Victim 3. Victim 3 never received the animal. In another, Victim 4 donated four (4) dogs to BFK9. All but one (1) of the donated dogs were allegedly sold by Brown.
16. Victim 5, a Florida resident, entered into a "Service Dog Training Agreement" dated October 1, 2015 with BFK9 in order to provide a service dog for her son, Victim 6, who suffered from mitochondrial disease. After raising the required amount under the Agreement, BFK9 never provided a suitable dog for Victim 6. Victim 5 provided documentation to support this claim, including emails and texts in which she voiced concerns regarding the temperament and training of the "service dog" selected for Victim 6 and asked for the money that was donated pursuant to the Agreement to be refunded. None of these concerns were addressed and none of the money raised was refunded. Victim 6 never received a suitably trained service dog from BFK9. The fifteen thousand dollars (\$15,000.00) raised on Victim 6's behalf is included in the total amount misappropriated by Brown.
 17. Victim 7, a North Carolina resident, entered into a "Service Dog Training Agreement" dated September 1, 2015 with BFK9 in order to train a service dog for Victim 8, Victim 7's daughter, who suffers from Charge syndrome. Victim 7 raised fifteen thousand dollars (\$15,000.00) on Victim 8's behalf via a GoFundMe account and an additional seven thousand four hundred dollars (\$7,400.00) from a fundraiser. The seven thousand four hundred dollars (\$7,400.00) was transferred to Brown in the form of a check. Immediately upon receipt of this check, Brown transferred four thousand four hundred dollars (\$4,400.00) to a newly established personal account of Brown, the BFK9 checking account was depleted and closed, the funds in Brown's personal account were withdrawn, and Brown's personal account was closed. In addition, the dog Victim 7 provided to BFK9 for training was never returned to her. Victim 7 alleges that Brown still has the dog.
 18. According to a posting on "Raffle River," BFK9 was selling raffle tickets to raise money for Victim 1. According to this posting, a drawing for a Polaris Ranger ATV vehicle and a trailer, worth a total of thirteen thousand nine hundred and ninety five dollars (\$13,995.00), was to be held on April 15, 2017. The cost of the ATV was to be paid from the proceeds, and any funds raised over that amount would go to BFK9's general fund in order to obtain a service dog for Victim 1. BFK9's bank records show receipt of six thousand five hundred and eighteen dollars and twenty four cents (\$6,518.24) with notations indicating they were meant to support Victim 1. BFK9 cancelled the event and never provided a service dog for Victim 1. The six thousand five hundred eighteen dollars and twenty four cents (\$6,518.24) that was raised in support for Victim 1 is included in the amount misappropriated by BFK9.
 19. Victim 9 also "teamed up" with BFK9 in an effort to obtain a service dog to help with her mobility after she was injured in an ATV accident that left her with pins in her ankle and significantly

decreased mobility. After Victim 9 passed away on June 29, 2016, BFK9 continued soliciting charitable contributions through her GoFundMe listing.

II. CONCLUSIONS OF LAW

20. Paragraphs 1 through 19 are incorporated by reference as though fully set forth herein.
21. The Secretary has jurisdiction over this matter pursuant to the Act. *See* O.G.C.A. §§ 43-17-10 and 43-17-11.
22. Under O.C.G.A. § 43-17-2(2), a charitable organization is defined as “any benevolent, philanthropic, patriotic, or eleemosynary (of, relating to, or supported by charity or alms) person, as that term is defined in this Code section, who solicits or obtains contributions solicited from the general public, any part of which contributions is used for charitable purpose.”¹
23. O.C.G.A. § 43-17-3(3) defines charitable purpose as “any charitable, benevolent, philanthropic, or eleemosynary purpose for religion, health, education, social welfare, arts and humanities, environment, civic, or public interest; and any purpose which is falsely represented to be a charitable purpose as defined by this paragraph.”
24. O.C.G.A. § 43-17-2(15) defines solicitation as “the request or acceptance, directly or indirectly of money, credit, property, financial assistance, or any other thing of value to be used for any such charitable purpose.”
25. BFK9 falls under the definition of a “charitable organization,” set forth in O.C.G.A. § 43-17-2(2) because BFK9 solicited contributions from the public directly using social media and required those that entered into the Agreement to establish accounts at fundraising portals pursuant to which contributions would be sent to bank accounts over which BFK9 had sole control. BFK9 also obtained contributions from the public as a result of its sole control over the bank accounts to which the charitable contributions were sent.
26. Pursuant to O.C.G.A. § 43-17-5, it is unlawful for charitable organizations to solicit or accept charitable contributions from any person located in this state, to solicit or accept charitable contributions from any person, wherever located, while in this state, or solicit or accept charitable contributions from any person, wherever located, on behalf of a charitable organization located in this state unless the charitable organization on whose behalf such contributions are being solicited or accepted is subject to an effective registration statement under this chapter or exempt from registration pursuant to O.C.G.A. § 43-17-9.
27. BFK9 is subject to the registration provisions of O.C.G.A. § 43-17-5 because: (1) BFK9 is a charitable organization, (2) BFK9 does not appear to fall under any of the exemptions set forth in

¹ O.C.G.A. § 43-17-2 (13) defines person as, “an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, or any unincorporated organization.”

- O.C.G.A. § 43-17-9, and (3) BFK9 received sixty thousand dollars (\$60,000.00) in charitable contributions between June 2016 and February 2017. By November 2016, BFK9 had surpassed the twenty five thousand dollar (\$25,000.00) maximum to qualify for exemption under § 43-17-9(a)(5).
28. BFK9 is in violation of O.C.G.A. § 43-17-5 because: (1) it has operated as a charitable organization, (2) the Secretary of State's records show that BFK9 is not registered as a charitable organization with the State of Georgia, and (3) there is no indication that BFK9 falls under an exemption pursuant to O.C.G.A. § 43-17-9.
 29. Pursuant to O.C.G.A. § 43-17-12(d), "it shall be unlawful for any person in connection with the planning, conduct, or execution of any charitable solicitation or charitable sales promotion, directly or indirectly: (1) to employ a device, scheme, or artifice to defraud; (2) to engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon a person; (3) to misrepresent to mislead anyone in any manner to believe that the person on whose behalf a solicitation or charitable sales promotion is being conducted is a charitable organization or that the proceeds of such solicitation or charitable sales promotion will be used for charitable purposes if such is not the fact; or (4) to misappropriate, convert, illegally withhold, or fail to account for any charitable contributions solicited by, or on behalf of, any charitable organization required to be registered pursuant to this chapter."
 30. Pursuant to GA. COMP R. & REGS. 590-9-9-5.01(3), "no person shall, in connection with the planning, conduct, or execution of any charitable solicitation or charitable sales promotion, directly or indirectly make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading."
 31. BFK9 violated: (1) O.C.G.A. § 43-17-12(d) by engaging in fraudulent activity, misrepresenting that the proceeds of charitable sales promotions would be used for charitable purposes when such was not the fact and (2) GA. COMP R. & REGS. 590-9-9-5.01(3) by making untrue statement of material facts and omitting to state material facts. These violations are illustrated by the following: (1) BFK9 falsely represented that it provided highly trained service dogs to disabled individuals, (2) BFK9 represented that "all proceeds would go to training costs" when almost all proceeds were used to pay for the living expenses of Brown and Colleen Miller, and (3) BFK9 represented that Brown was a "volunteer," yet BFK9 bank records indicate he was paid over six thousand six hundred dollars (\$6,600.00) in labor and reimbursement checks.
 32. BFK9 and Brown violated O.C.G.A. § 43-17-12(d) (4) because charitable funds that were raised for the training of service dogs were misappropriated for the personal use of Brown and Colleen Miller. This is evidenced by the following: (1) no suitably trained service dogs were provided by

BFK9, (2) of the sixty thousand dollars (\$60,000.00) in charitable contributions received by BFK9, less than one thousand dollars (\$1,000.00) can be attributed to canine purchase, training, or care, (3) the remainder of the sixty thousand dollars (\$60,000.00) was spent on grocery purchases, dining, utility bills, entertainment charges, personal medical expenses, or were paid to Brown or withdrawn as cash from ATMs, and (4) immediately after receiving Cumberland County's seven thousand four hundred dollar (\$7,400.00), intended to be used to train Victim 8's dog, Brown transferred four thousand four hundred dollars (\$4,400.00) to a new, personal account he set up, withdrew, the funds, and closed the account without ever providing the dog to Victim 8.

33. Pursuant to O.C.G.A. § 43-17-13(a) (1) (A) (i), "whenever it may appear to the Secretary of State, either upon complaint or otherwise, that any person has engaged in or is engaging in or is about to engage in any act, practice, or transaction which is prohibited by this chapter or by any rule, regulation, or order of the Secretary of State promulgated or issued pursuant to any Code section of this chapter or which is declared to be unlawful under this chapter, the Secretary of State may, at his discretion...issue a cease and desist order against any person."

III. ORDER

WHEREFORE, by the authority vested in me as the Secretary of State for the State of Georgia,
IT IS HEREBY ORDERED:


1. **The Barefoot K9 Project and Cecil Allen Brown CEASE AND DESIST** from all violations of the Georgia Charitable Solicitations Act of 1988, as amended.

The entry of the Order is deemed to be in the public interest and shall not be deemed to constitute findings or conclusions relating to other persons unrelated to Respondents and shall not be deemed to be a waiver or estoppel on the part of the Commissioner from proceeding in individual actions against any person who may have violated the Act or any transactions not specifically referred to herein or not known to the Commissioner at the time this Order was issued.

SO ORDERED this 10th day of Sept, 2018.

BRIAN P. KEMP
SECRETARY OF STATE

By: _____


C. Ryan Germany
Hearing Officer
General Counsel

The Office of the Secretary of State, Brian P. Kemp