

without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein.

3. Respondents agree not to take any action or to make or permit to be made any public statements creating the impression that this Consent Order is without factual basis.

4. Respondents stipulate and agree with the Secretary that should any facts herein prove to be false, the Secretary reserves the right to pursue any and all legal or administrative remedies at its disposal.

5. Respondents, through the execution of this Consent Order, voluntarily waive their rights to a formal hearing on this matter and to judicial review of this Consent Order.

6. Respondents enter into this Consent Order voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Secretary or any member, officer, employee, agent, or representative of the Secretary to induce Respondents to enter into this Consent Order.

FINDINGS OF FACT

7. FundRunners was a domestic limited liability company registered with the Georgia Corporations Division. The corporate registration was terminated on February 29, 2016. The last known principal office address of FundRunners is listed as 3380 Trickum Road, Building 800, Suite 102, Woodstock, Georgia 30188.

8. Bardin is listed as the registered agent and President of FundRunners. Bardin was the majority shareholder of FundRunners and was responsible for operations. The last known address for Bardin is 1601 Villa Drive, Suite 5199, Ellijay, Georgia 30540.

9. FundRunners never registered with the Secretary as a paid solicitor pursuant to O.C.G.A. § 43-17-3. Employees of FundRunners never registered with the Secretary as paid solicitor agents pursuant to O.C.G.A. § 43-17-3.1.

10. FundRunners operated “fun runs” for elementary and junior high schools as a means to raise funds for the schools. Under the FundRunners’ model, friends and families could pledge money to sponsor a child participating in the event. Pledges were made on a per lap or flat basis and all pledges were collected by FundRunners. FundRunners allowed pledgees to pay through an on-line system operated and controlled by FundRunners.

11. FundRunners and certain schools entered into agreements whereby a percentage of all monies received from the fun run would be payable to FundRunners as a fee. This percentage

ranged from between twenty five percent (25%) and seventy five percent (75%). If FundRunners collected payments through its on-line system, FundRunners would deduct its fee from that amount and remit the remainder to the school. If the money collected through the FundRunners' on-line system was not sufficient to cover the fee, FundRunners would send the school a bill to cover the outstanding fee amount.

12. From on or about January 1, 2013 through December 2015, FundRunners operated at least one hundred and eighty five (185) events for schools throughout the United States. During 2015, FundRunners operated at least six (6) events in Georgia.

13. During the course of operations, FundRunners entered into several high interest business loans and lines of credit to fund operations.

14. In December 2015, FundRunners notified two schools in Georgia that FundRunners was ceasing operations and was defaulting on the payments due to those schools. In an invoice dated December 9, 2015, FundRunners acknowledged that the Springdale Park Elementary School Parents and Teachers Organization, Inc. ("SPARK PTO") in Atlanta, Georgia was due proceeds from the fun run event of twenty three thousand nine hundred ninety dollars and forty three cents (\$23,990.43). In an invoice dated December 2, 2015, FundRunners acknowledged that the Ashford Park Elementary School PTA, Inc ("Ashford Park PTA") in Atlanta, Georgia was due proceeds from the fun run event of eight thousand five hundred ninety six dollars and twenty four cents (\$8,596.24). The total amount due to the two (2) schools from FundRunners is thirty two thousand six hundred twenty two dollars and forty two cents (\$32,586.67).

15. In electronic communications during December 2015 Bardin notified representatives of the schools that FundRunners could not pay the due amounts because the schools' funds were used to pay business expenses of FundRunners.

16. On February 6, 2016 Bardin filed paperwork with the Georgia Corporations Division stating that FundRunners was winding up operations. The Certificate of Termination stated that "[a]dequate provisions of the debts, liabilities, and obligations of the limited liability company ha[d] been made therefor." FundRunners never satisfied the debts owed to SPARK PTO or Ashford Park PTA.

CONCLUSIONS OF LAW

17. Paragraphs 1 through 16 are incorporated by reference as though fully set forth herein.

18. The Commissioner has jurisdiction over this matter pursuant to the Act.

19. Pursuant to O.C.G.A. §§ 43-17-11 and 43-17-13, the Commissioner is authorized to institute this investigation and issue this Order.

20. Pursuant to O.C.G.A. § 43-17-2(12), the definition of a “paid solicitor” includes a person, “(i) [o]ther than a commercial coventurer who, for compensation, performs for a charitable organization any service in connection with which contributions are, or will be, solicited within or from this state by such person or by any compensated person he or she employs, procures, engages, or contracts with, directly or indirectly, to so solicit; (ii) [w]ho would be fundraising counsel but for the fact that such person at any time has custody of contributions from a solicitation as defined by this chapter...” During all relevant times of operation, FundRunners, for compensation, provided services in connection with the collection and solicitation of charitable contributions.

21. Pursuant to O.C.G.A. § 43-17-3, “[n]o paid solicitor shall solicit contributions for a charitable purpose in or from this state or on behalf of a charitable organization, unless such paid solicitor is a registered paid solicitor pursuant to this Code section. No paid solicitor shall solicit contributions in person unless such paid solicitor has been qualified for such means of solicitation by the Secretary of State.” During all relevant times of operation, FundRunners was not registered with the Secretary as a paid solicitor.

22. The Secretary contends that FundRunners’ solicitation and collections of charitable contributions on behalf of charitable organizations, for compensation, without registering with the Secretary, is a violation of O.C.G.A. § 43-17-3. As a result of the violation, Respondent is subject to penalty under O.C.G.A. § 43-17-13.

23. Pursuant to O.C.G.A. § 43-17-13(a)(1)(A)(i), the Secretary may issue a cease and desist order against any person that has engaged in or is engaging in or is about to engage in any act, practice, or transaction which is prohibited by the [Act] or by any rule, regulation, or order of the Secretary.

24. Pursuant to O.C.G.A. § 43-17-13(a)(1)(A)(iv), the Secretary may impose a civil penalty against a paid solicitor who willfully violates the Act up to a maximum of two thousand five hundred dollars (\$2,500.00) for a single violation or up to twenty five thousand dollars (\$25,000.00) for multiple violations.

CONSENT ORDER

WHEREFORE, it is hereby agreed that:

1. **FundRunners, LLC and Gregory Bardin** will **CEASE AND DESIST** from all

violations of the Georgia Charitable Solicitations Act of 1988, as amended.

2. **FundRunners, LLC and Gregory Bardin**, jointly and severally, will pay restitution to **SPARK PTO** in the amount of **fourteen thousand six hundred thirty three dollars** (\$14,633.00).

3. **FundRunners, LLC and Gregory Bardin**, jointly and severally, pay restitution to **Ashford Park PTA** in the amount of **five thousand three hundred sixty seven dollars** (\$5,367.00).

4. To accomplish the restitution, Respondents shall deliver two (2) cashier's checks made payable to Spark PTO and Ashford Park PTA, respectively. The first, to Spark PTO, shall be in the amount of fourteen thousand six hundred thirty three dollars (\$14,633). The second to Ashford Park PTA, shall be in the amount of five thousand three hundred sixty seven dollars (\$5,367).

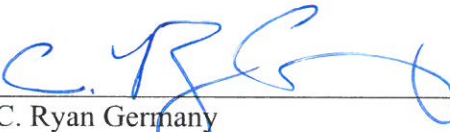
5. In return for this restitution and in order to fully resolve this matter, **SPARK PTO** and **Ashford Park PTA** hereby waive any and all claims they may have against Respondents regarding the matters discussed in this Order.

The entry of this Consent Order is deemed to be in the public interest. If at any time it appears to the Secretary that Respondents have failed to comply with this Consent Order or has made any other material misrepresentations or omissions in regards to this matter, the Commissioner may take further action.

SO ORDERED this 1st day of September, 2017.

BRIAN P. KEMP
SECRETARY OF STATE

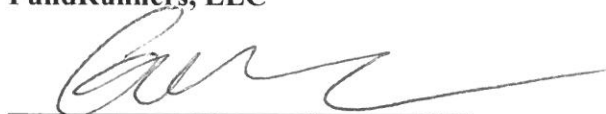
By:



C. Ryan Germany
Assistant Commissioner of Securities and Charities

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ALL TERMS IN THE ABOVE ORDER AND THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT

FundRunners, LLC



BY: Gregory Bardin

TITLE: REGISTERED AGENT

DATE: 8/30/17

Gregory Bardin



BY: Gregory Bardin

TITLE: Individual

DATE: 8/30/17

Ashford Park Elementary PTA

BY: _____

TITLE: _____

DATE: _____

Springdale Park Elementary PTO

BY: _____

TITLE: _____

DATE: _____

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ALL TERMS IN THE ABOVE ORDER AND THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT

FundRunners, LLC

Gregory Bardin

BY: Gregory Bardin

BY: Gregory Bardin

TITLE: _____

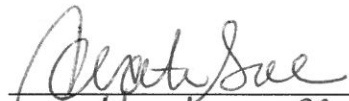
TITLE: Individual

DATE: _____

DATE: _____

Ashford Park Elementary PTA

Springdale Park Elementary PTO



BY: Heather Meissen

BY: _____

TITLE: PTA President

TITLE: _____

DATE: 8/30/17

DATE: _____

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ALL TERMS IN THE ABOVE ORDER AND THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT

FundRunners, LLC

Gregory Bardin

BY: Gregory Bardin

BY: Gregory Bardin

TITLE: _____

TITLE: Individual

DATE: _____

DATE: _____

Ashford Park Elementary PTA

Springdale Park Elementary PTO

BY: _____

BY: *Catherine M. Jenis*

TITLE: _____

TITLE: *Co-President*

DATE: _____

DATE: *8/30/2017*

**CONSENT TO ENTRY OF CONSENT ORDER BY FUNDRUNNERS, LLC AND
GREGORY BARDIN**

FundRunners, LLC (“FundRunners”) and Gregory Bardin (“Bardin”) (collectively “Respondents”) hereby acknowledge that they has been served with a copy of this Consent Order, have read the foregoing Consent Order, are aware of their rights to a hearing and appeal in this matter, and have waived the same.

Respondents admit the jurisdiction of the Secretary of State for the State of Georgia and consent to entry of this Consent Order as settlement of the issues contained in this Consent Order.

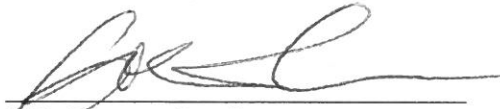
Respondents agree that they shall not claim, assert, or apply for a tax deduction or tax credit with regard to any state, federal, or local tax for any administrative monetary penalty that Respondents shall pay pursuant to this Consent Order.

Respondents state that no promise of any kind or nature whatsoever was made to them to induce them to enter into this Consent Order and that they have entered in this Consent Order voluntarily.

Bardin represent that he is an officer of FundRunners and that, as such, has been authorized by FundRunners to enter into this Consent Order for and on behalf of FundRunners.

Dated this 30 day of AUGUST, 2017

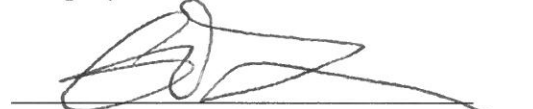
FundRunners, LLC



BY: Gregory Bardin

TITLE: REGISTERED AGENT

Gregory Bardin



BY: Gregory Bardin

TITLE: Individual