

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
CHARITIES DIVISION**

**IN THE MATTER OF:**

**Wingard Home  
1279 North West Street  
Jackson, Mississippi 39202**

**Respondent**

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**Administrative Proceeding  
Number: LC-12-0500**

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**CONSENT AGREEMENT**

The Charities Division of the Mississippi Secretary of State's Office ("Division"), having the authority to administer and to provide for the enforcement of all provisions of the Mississippi Charitable Solicitations Act ("Act"), and Wingard Home ("Respondent") does hereby enter into this Consent Agreement in resolution of the following allegations by the Division of violations of certain provisions of the Act:

**I. JURISDICTION**

Respondent admits to the jurisdiction of the Division as to all matters contained herein under the authority of the Act.

**II. FINDINGS**

- A. Wingard Home is a registered charitable organization with the Division. Its stated purpose on file with the Division is "houses, clothes, feeds, counsels, and shepherds the homeless, battered, abused, abandoned, and needy of this area to help them get back on their feet."
- B. The Division performed an examination on June 5, 2012. Three determinations were made by the Division and subsequently addressed by Wingard Home.
- C. Wingard Home representatives met with the Division's investigator and attorney on July 11, 2012 and discussed that the Wingards needed to separate Wingard Home the

charity from the Wingard family who helped run the charity. To accomplish that, the group discussed:

1. The need for employment agreements for the officers and a regularly paid salary to each of them.
2. The need for contract labor to be paid compensation with a check instead of a barter agreement or cash.
3. The need to reduce the use of cash and keep detailed receipts for all cash usage.
4. The need for the Wingards to use their salary to pay for personal expenses such as entertainment, dining out, clothing, personal toiletries, car payments, etc.
5. The need to move all charity assets, bills, and utilities into Wingard Home's name instead of the Wingard's names.
6. The need to keep all books and records in a clear, categorized manner, tracking all income and expenditures.

D. After the examination, notification of applicable regulations and rules, and the July 11, 2012 meeting, the Division performed a follow-up exam. The Division's exam revealed the following:

1. Wingard Home allowed charity funds to be used to make three loan payments totaling One Thousand Seven Hundred Sixty One Dollars and Forty Five Cents (\$1,761.45) on personal vehicles in violation of Mississippi Code Annotated Section 79-11-519(4)(a).
2. Wingard Home allowed charity funds to be used to pay for personal expenses totaling Nine Hundred Twenty Nine Dollars and Eighty Nine Cents (\$929.89) in violation of Mississippi Code Annotated Section 79-11-519(4)(a).

3. Wingard Home allowed charity funds to be used to fund a personal trip totaling One Thousand Twenty Four Dollars and Two Cents (\$1024.02) in violation of Mississippi Code Annotated Section 79-11-519(4)(a).
  4. Wingard Home allowed excessive charity funds to be used to make cell phone payments, totaling Two Thousand Three Hundred Thirty Three Dollars and Sixty Seven Cents (\$2,333.67), not in furtherance of the charitable purpose in violation of Mississippi Code Annotated Section 79-11-519(4)(a).
  5. Wingard Home failed to keep books and records of claimed charitable expenses in violation of Charities Act Rule 2.13. Without proper receipts, those expenditures cannot be verified to be for the stated charitable purpose. Those expenditures totaled Two Hundred Forty Eight Dollars and Eight Five Cents (\$248.85).
- E. Based on these actions, Wingard Home and its officers have failed in their fiduciary duty and are therefore in violation of Mississippi Code Annotated Section 79-11-525.

### III. STIPULATIONS

NOW, THEREFORE, it is hereby agreed as follows:

- F. Respondent admits to the jurisdiction of the Division as to all matters herein.
- G. Respondent, solely for the purpose of concluding this open matter with the Division and without admitting or denying the Findings set forth herein, agrees to take certain actions described herein and to make certain payments, and consents to the terms and conditions of this Consent Agreement; Respondent neither admits nor denies that its conduct was in violation of the Act.

- H. Respondents have been cooperative throughout the examination process. The Board of Directors has met to adopt policies and procedures to address the alleged violations listed in this Agreement.
- I. Respondent consents to collect reimbursement of expenses in the amount of Four Thousand Eight Hundred Eighteen Dollars and Twenty Eight Cents (\$4,818.28) for the personal expenditures made using charity funds. Respondent will provide the Division with evidence of reimbursement on a monthly basis within one hundred twenty days (120) days of the execution of this Agreement.
- J. The Division acknowledges that since the examination began Respondent has collected reimbursement totaling One Thousand Four Hundred Seventy Nine Dollars and Sixty Cents (\$1,479.60) for personal expenses paid by Wingard Home.
- K. The Division shall impose an administrative penalty upon the Respondent in the amount of Six Hundred Thirty Dollars (\$630.00). Respondent shall remit payment to the Division, payable to "Mississippi Secretary of State," within thirty (30) days of the execution of this Agreement.
- L. A willful failure to comply with any of the terms, conditions or obligations of this Agreement will result in Respondent being deemed to be in violation of a lawful order made pursuant to the Act and, therefore, subject to the penalties available under the Act.
- M. Respondent is aware of its right to a hearing on the matters set forth in the Agreement at which it may be represented by counsel, present evidence and cross-examine witnesses. Respondent hereby irrevocably waives its right to such a hearing.
- N. Respondent acknowledges that it has read this Consent Agreement in its entirety and fully understands the rights, terms, and obligations contained therein.

III. OTHER MATTERS

O. In the event that Respondent fails to comply with the provisions of this Agreement, the Division may, without notice to the Respondent, unilaterally rescind this Agreement and institute any legal or administrative proceedings it deems appropriate including, but not limited to, proceedings to address the matters set forth herein.

WHEREFORE, the undersigned hereby acknowledges and agrees to the terms and conditions of the foregoing Agreement by written consent.

C. DELBERT HOSEMANN, JR.  
Secretary of State

By:

  
\_\_\_\_\_  
JESSICA LEIGH LONG  
Senior Attorney  
Charities Division

Date:

June 18, 2014

The undersigned agent for Wingard Home acknowledges that he/she has been lawfully vested with the authority to enter into this Consent Agreement on behalf of the Respondent.

WINGARD HOME

By:

  
\_\_\_\_\_  
Sign Name

Rev. Roy M. Wingard  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

Date:

6-17-14