

1 XAVIER BECERRA
Attorney General of California
2 TANIA M. IBANEZ
Senior Assistant Attorney General
3 ELIZABETH S. KIM
Supervising Deputy Attorney General
4 CAITLIN W. NOBLE
Deputy Attorney General
5 State Bar No. 238013
455 Golden Gate Avenue, Suite 11000
6 San Francisco, CA 94102-7004
Telephone: (415) 510-3498
7 Fax: (415) 703-5480
E-mail: Caitlin.Noble@doj.ca.gov
8 *Attorneys for the People of the State of California*

**Exempt from Filing and Reporter
Fees -- Gov. Code § 6103**

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

12 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

Case No.

13 Plaintiff,

**STIPULATION FOR ENTRY OF
JUDGMENT AND PERMANENT
INJUNCTION (Code Civ. Proc. § 664.6)**

14 v.

15
16 **HEALING HEROES NETWORK, A FLORIDA
NONPROFIT CORPORATION DOING BUSINESS
17 AS AMERICAN INJURED VETERANS,
AMERICAN INJURED VETERANS FOUNDATION,
18 INJURED AMERICAN VETERANS FOUNDATION,
GET THE BIKES, HARLEYS FOR HEROES,
19 HERO GIVEAWAYS, OUTDOORS FOR HEROES,
TABLETS FOR HEROES, AND WELCOME
20 HOME HEROES; HERO GIVEAWAYS LLC, A
FLORIDA LLC; STACEY J. SPIEGEL; NEAL A.
21 SPIEGEL; ALLAN M. SPIEGEL; AND DOES 1-
50, INCLUSIVE,**

22 Defendants.
23

24 Plaintiff, the People of the State of California (“the People”), by and through Xavier
25 Becerra, Attorney General of the State of California (“Attorney General”), and Healing Heroes
26 Network, Inc., a Florida nonprofit corporation doing business as American Injured Veterans
27 Foundation, Injured Americans Veterans Foundation, Get the Bikes, Harleys for Heroes, Hero
28 Giveaways, Outdoors for Heroes, Tablets for Heroes, and Welcome Home Heroes; Hero
{00258127}

1 Giveaways LLC, a Florida LLC; and Allan M. Spiegel, Stacey J. Spiegel, and Neal A. Spiegel
2 (“Defendants”) (collectively the “Settling Parties”) stipulate to the entry of the Final Judgment
3 and Permanent Injunction (“Judgment”) as follows:

4 1. Concurrent with the filing of this Stipulation, the People have filed a complaint
5 alleging violations of under California’s Supervision of Trustees and Fundraisers for Charitable
6 Purposes Act (“Supervision Act”) (Gov. Code, § 12580 et seq.), the Nonprofit Corporation Law
7 (Corp. Code, § 5000 et seq.), the Solicitations for Charitable Purposes Law (“Solicitations Law”)
8 (Bus. & Prof. Code, § 17510 et seq.), and the Penal Code provisions on nonprofit raffles (Pen.
9 Code, § 319 et seq.). Defendants waive any right to personal service of the complaint and agree
10 to accept service of the complaint by overnight delivery addressed as follows:

11 a. To Defendants Healing Heroes Network and Hero Giveaways LLC, Stacey
12 Spiegel, and Allan Spiegel: 3533 Shoreline Circle, Palm Harbor, FL 34684;

13 b. To Defendant Neal Spiegel: 2585 Grand Lakeside Dr., Palm Harbor, FL 34684;
14 and

15 c. To Defendants’ counsel: Justin R. Zinzow, Zinzow Law or its successor at the
16 most recent address then on file with the Florida Division of Corporations.

17 Defendants agree that service of the complaint in this manner will be deemed personal service.

18 2. To resolve all matters disputed in that Complaint, the Settling Parties have entered
19 into a multistate settlement agreement that includes agreement to entry of Judgment in this matter
20 without taking of evidence, adjudication of issue of fact or law, or finding of wrongdoing or
21 liability pursuant to Code of Civil Procedure, section 664.4. A true and correct copy of the
22 agreed Judgment is attached as Exhibit A to this Stipulation. The Judgment attaches and
23 incorporates by reference the Parties’ Settlement Agreement. This Judgment shall not constitute
24 evidence of an admission of fault or liability by the Defendants, nor an approval of Defendants’
25 conduct or business practices by the People.

26 3. This Court has jurisdiction over the Settling Parties and subject matter of this lawsuit;
27 venue in this Court is proper; and this Court has jurisdiction to enter this Judgment. Defendants
28 submit to the jurisdiction of this Court for purposes of entry of this Judgment and any action
{00258127}

1 regarding its enforcement. The Settling Parties agree to this Court's retention of jurisdiction to
2 enforce the Judgment pursuant to Code of Civil Procedure, section 664.6.

3 4. This Judgment may be entered by any judge of the San Francisco County Superior
4 Court. Counsel for Plaintiff may submit the judgment to the Superior Court for approval and
5 signature on an ex parte basis. Defendants waive any right to personal notice of any such ex parte
6 motion and will accept service of any ex parte application and notice of entry of judgment by
7 overnight mail addressed as in paragraph 1.

8 5. The Settling Parties waive any right to seek a new trial and to set aside this Judgment
9 through any collateral attack. The Settling Parties also waive any right to appeal from this
10 Judgment.

11 6. All signatories to this Stipulation specifically represent that they are authorized to
12 sign this Stipulation on behalf of whom they are signing.

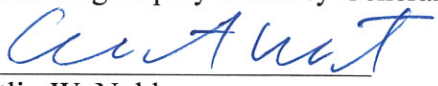
13 7. This Stipulation may be executed in counterparts, each of which shall be deemed to
14 constitute an original counterpart, and all of which shall constitute the Stipulation. One or more
15 counterparts may be delivered by facsimile or electronic transmission with the intent that it or
16 they shall constitute an original counterpart.

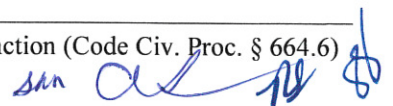
17 8. This Stipulation and Judgment set forth the entire agreement between the Settling
18 Parties and supersedes all prior understandings whether written or oral between the Parties.

19
20 Dated: 12/16/2020

Respectfully submitted,

21
22 XAVIER BECERRA
23 Attorney General of California
24 TANIA M. IBANEZ
25 Senior Assistant Attorney General
26 ELIZABETH S. KIM
27 Supervising Deputy Attorney General

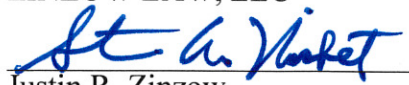
28 
Caitlin W. Noble
Deputy Attorney General
Attorneys for the People of the State of
California



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

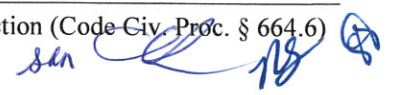
Date: 11/23/2020

ZINZOW LAW, LLC



Justin R. Zinzow
Florida Bar No. 686451
Steven A. Nisbet
Florida Bar No. 969000

Attorneys for Stacey J. Spiegel, Neal A. Spiegel, Mark A. Spiegel, Healing Heroes Network, Inc., a Florida nonprofit corporation, and Hero Giveaways LLC, a Florida limited liability corporation



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SF2018400112

Handwritten signature in blue ink, followed by the date "1/18/18" and a circled "D".

1 XAVIER BECERRA
Attorney General of California
2 TANIA M. IBANEZ
Senior Assistant Attorney General
3 ELIZABETH S. KIM
Supervising Deputy Attorney General
4 CAITLIN W. NOBLE
Deputy Attorney General
5 State Bar No. 238013
455 Golden Gate Avenue, Suite 11000
6 San Francisco, CA 94102-7004
Telephone: (415) 510-3498
7 Fax: (415) 703-5480
E-mail: Caitlin.Noble@doj.ca.gov
8 *Attorneys for the People of the State of California*

**Exempt from Filing and Reporter
Fees -- Gov. Code § 6103**

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12
13 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

Case No.

14 Plaintiff,

**[PROPOSED] FINAL JUDGMENT AND
TEMPORARY AND PERMANENT
INJUNCTION**

15 v.

16
17 **HEALING HEROES NETWORK, A FLORIDA
NONPROFIT CORPORATION DOING BUSINESS
AS AMERICAN INJURED VETERANS,
18 AMERICAN INJURED VETERANS FOUNDATION,
INJURED AMERICAN VETERANS FOUNDATION,
19 GET THE BIKES, HARLEYS FOR HEROES,
HERO GIVEAWAYS, OUTDOORS FOR HEROES,
20 TABLETS FOR HEROES, AND WELCOME
HOME HEROES; HERO GIVEAWAYS LLC, A
21 FLORIDA LLC; STACEY J. SPIEGEL; NEAL A.
SPIEGEL; ALLAN M. SPIEGEL; AND DOES 1-
22 50, INCLUSIVE,**

23 Defendants.

24 Plaintiff, the People of the State of California, by and through Xavier Becerra, Attorney
25 General of the State of California, ("Attorney General") commenced this action against
26 Defendants Healing Heroes Network, Inc., a Florida nonprofit corporation doing business as
27 American Injured Veterans Foundation, Injured Americans Veterans Foundation, Get the Bikes,
28

San Jose *NS*

1 Harleys for Heroes, Hero Giveaways, Outdoors for Heroes, Tablets for Heroes, and Welcome
2 Home Heroes; Hero Giveaways LLC, a Florida LLC; and Allan M. Spiegel, Stacey J. Spiegel,
3 and Neal A. Spiegel (“Defendants”) alleging violations of California’s Supervision of Trustees
4 and Fundraisers for Charitable Purposes Act (“Supervision Act”) (Gov. Code, § 12580 et seq.),
5 the Nonprofit Corporation Law (Corp. Code, § 5000 et seq.), the Solicitations for Charitable
6 Purposes Law (“Solicitations Law”) (Bus. & Prof. Code, § 17510 et seq.), and the Penal Code
7 provisions on nonprofit raffles (Pen. Code, § 319 et seq.).

8 The parties have settled their dispute and stipulated in writing to the entry of this Final
9 Judgment and Temporary and Permanent Injunction pursuant to Code of Civil Procedure, section
10 664.6, to resolve all matters in that Complaint without trial or adjudication of any issue or law or
11 fact.

12 Good cause therefore appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND**

13 **DECREEED:**

14 **DESCRIPTION OF ACTION**

15 1. Healing Heroes Network, Inc. is a Florida nonprofit corporation whose assets are, and
16 were at all relevant times, impressed with a charitable trust. Hero Giveaways LLC is a Florida
17 for-profit limited liability company. The named individual Defendants are the directors, officers,
18 or agents of Healing Heroes Network, Inc.

19 2. The Attorney General on behalf of the People of the State of California sued
20 Defendants for restitution, accounting, injunctive relief, civil penalties, and costs and fees arising
21 out of alleged misrepresentation in charitable solicitation and reporting and negligent hiring and
22 supervision of fundraisers. Defendants deny these allegations.

23 3. In May 2020, the parties to this action entered into a multistate Settlement Agreement
24 which is attached as Exhibit A and incorporated by this reference.

25 **MONETARY RELIEF**

26 4. The Defendants shall pay \$95,000 to the State of Washington to be paid to a tax-

27 {00260904}

San *COZ* *18* *GA*

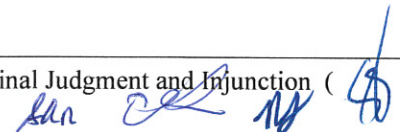
1 exempt charitable organization that provides services to veterans of the United States military or
2 to persons presently serving in the United States military, as agreed to by the states participating
3 in the multistate Settlement Agreement.

4
5 5. Liquidated Monetary Relief. Upon a showing by a Settling State that one or more
6 Settling Parties has violated any term of this Settlement Agreement, that Settling Party will be
7 liable to the Settling States for liquidated monetary relief in the total amount of \$400,000 (four
8 hundred thousand dollars)¹ subsequent disposition of which would then be determined by
9 agreement of the Settling States.

10 a. Before liquidated relief may be sought in any court, the state which claims
11 that a violation has occurred in its state must first send a notice to the Settling Party who violated
12 the Settlement Agreement and the Settling Party's counsel, Zinzow Law, LLC, requiring the
13 conduct cease and desist and, if applicable, refund of any and all charitable contributions received
14 by the Settling Party in violation of this Settlement Agreement, and only if the conduct has not
15 ceased and, if applicable, all such charitable contributions are not refunded by the deadline stated
16 in the notice, which in no event shall be sooner than twenty (20) days after the notice is received,
17 may the liquidated relief be triggered.

18
19 b. Notice as set forth in subparagraph 5.a. above shall be sent via certified
20 mail, return receipt requested, and shall be deemed received on the date the return receipt card is
21 signed by the party, or if not signed, five (5) business days after the notice's postmark. Notice to
22 Healing Heroes Network, Inc. and Hero Giveaways, LLC shall be sent care of Stacey Spiegel,
23 3533 Shoreline Circle, Palm Harbor, FL 34684. Notice to Zinzow Law shall be sent to the
24 Mailing Address reflected in the most recent Florida Division of Corporations filing for that
25
26

27 ¹ In the event such liquidated monetary relief is sought, only one of the Settling States,
28 either individually or together with one or more of the other Settling States, may pursue that relief
for all the Settling States.



1 entity. Notice to Stacey Jill Spiegel or Allan Mark Spiegel shall be sent to 3533 Shoreline Circle,
2 Palm Harbor, FL 34684. Notice to Neal Aaron Spiegel shall be sent to 2585 Grand Lakeside
3 Drive, Palm Harbor, Florida 34684.

4 c. Notwithstanding the relief described herein, this paragraph shall not
5 foreclose the Settling States from seeking any other lawful remedies for future violations of law,
6 which are not Released Claims. This paragraph does not reduce the civil penalties assessed
7 against Healing Heroes Network, Inc. by the Attorney General's administrative Order to Cease
8 and Desist, No. 2018-CT0154513, issued July 13, 2018.

10 INJUNCTION

11 6. Healing Heroes Network, Inc. and Hero Giveaways, LLC are permanently restrained
12 and enjoined from engaging, participating, or assisting in the solicitation of charitable
13 contributions or receiving any payment or other financial benefit from solicitations for charitable
14 contributions.

15 7. Healing Heroes Network, Inc., Hero Giveaways, LLC, Stacey J. Spiegel, Neal A.
16 Spiegel, and Allan M. Spiegel are permanently restrained and enjoined from violating any
17 California statute, regulation, or rule related to:

- 18 a. operating a charitable nonprofit organization or trust;
- 19 b. soliciting charitable contributions; and
- 20 c. managing or controlling charitable assets.

21 8. For five years from the effective date of the Settlement Agreement, Stacey J. Spiegel,
22 Neal A. Spiegel, and Allan M. Spiegel are restrained and enjoined from:

- 23 a. establishing, operating, controlling, or managing any nonprofit organization
24 that solicits charitable contributions or holds charitable assets;
- 25 b. serving as a fiduciary or trustee as defined in Government Code section
26 12582; and
- 27

San R 18

1 c. managing, controlling, directing, distributing, or accounting for the use or
2 application of any charitable asset.

3 The sole exception is that this paragraph shall not prevent Allan M. Spiegel from serving on
4 the board of a nonprofit hospital or medical association.

5 **ADDITIONAL PROVISIONS**

6 9. Any notices or communications required to be transmitted concerning this Judgment
7 shall be provided in writing by certified mail, return receipt requested, addressed as follows:

8 a. To the People of the State of California: Caitlin W. Noble, Deputy Attorney
9 General, California Department of Justice, Office of the Attorney General, 455
10 Golden Gate Ave., Ste. 11000, San Francisco, CA 94102;

11 b. To Defendants Healing Heroes Network, Inc. and Hero Giveaways LLC, Stacey
12 J. Spiegel, and Allan M. Spiegel: 3533 Shoreline Circle, Palm Harbor, FL
13 34684;

14 c. To Defendant Neal A. Spiegel: 2585 Grand Lakeside Dr., Palm Harbor, FL
15 34684;

16 d. To Defendants' counsel: Justin Zinzow, Zinzow Law or its successor at the most
17 recent address then on file with the Florida Division of Corporations.

18 Any notices provided concerning this Judgment shall be deemed received on the date the return
19 receipt is signed by the party or five business days after the postmark, whichever is earlier.

20 10. As requested by the Parties, this Court shall retain jurisdiction of this matter for the
21 purpose of enabling any party to this Judgment to apply to the Court at any time for such further
22 orders and direction as are necessary or appropriate for the construction and carrying out of this
23 Judgment, including for the modification of any of its injunctive provisions, enforcement of any
24 provisions, or punishment for any violation of its provisions, pursuant to Code of Civil Procedure,
25 section 664.6. The terms and enforcement of this Judgment shall be governed by the laws of the
26 State of California, and venue shall be in the Superior Court of California, County of San
27 Francisco.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11. This Judgment shall be binding and effective immediately upon entry by the clerk of this Court, and the Clerk is ordered to enter this Final Judgment and Temporary and Permanent Injunction.

Dated: _____

By: _____
Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Settlement Agreement

The Settlement Agreement terms below are intended to be attached to or included in an assurance of voluntary compliance, assurance of discontinuance, consent decree, consent judgment, or stipulated judgment with each of the states involved in the multistate investigation of Healing Heroes Network, Inc.

The State of California (“Settling State”) hereby enters into the following Settlement Agreement with Healing Heroes Network, Inc., a Florida nonprofit corporation, Hero Giveaways, LLC, a Florida limited liability company, Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel (collectively, the “Settling Parties”):

1. Payment. The Settling Parties, upon the Effective Date as defined in Paragraph 7.c. below, shall pay \$95,000 collectively to the States of Washington, Florida, Ohio, Maryland, Oregon, Illinois, Virginia, Missouri, New Mexico, and California by transmitting the \$95,000 to the State of Washington. All money received by the State of Washington under this paragraph shall be paid by the State of Washington to a tax-exempt charitable organization that provides services to veterans of the United States military or to persons presently serving in the United States military. The charitable organization shall be selected jointly by the states of Washington, Florida, Ohio, Maryland, Oregon, Illinois, Virginia, Missouri, New Mexico and California.
2. Injunctions. Healing Heroes Network, Inc., a Florida nonprofit corporation, Hero Giveaways, LLC, a Florida limited liability company, together with their officers, agents, servants, and employees, Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel, and all those who are in active concert or participation with them and over whom the court has jurisdiction who shall receive actual notice of this order by personal service or otherwise, are HEREBY ENJOINED AND RESTRAINED as follows:
 - a. Healing Heroes Network, Inc. and Hero Giveaways LLC are permanently restrained and enjoined from engaging, participating, or assisting in the solicitation of charitable contributions or receiving any payment or other financial benefit from solicitations for charitable contributions;
 - b. Healing Heroes Network, Inc., Hero Giveaways LLC, Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel, are permanently restrained and enjoined from violating any statute or rule of any of the States of Washington, Florida, Ohio, Maryland, Minnesota, Oregon, Illinois, Virginia, Missouri, New Mexico, and California (“Settling States”) relating to: (1) operating a charitable organization, (2) soliciting charitable contributions, or (3) managing or controlling charitable assets; and
 - c. For a period of five (5) years from the Effective Date as defined below, Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel are restrained and enjoined from: establishing, operating, controlling, or managing any charitable organization that solicits charitable contributions or holds charitable assets; serving as a fiduciary; or managing, controlling, directing, distributing,

san  

or accounting for the use or application of any charitable asset. The terms of this subparagraph 2.c. do not prevent Allan Mark Spiegel from serving on the board of a nonprofit hospital or medical association.

3. Donor Information. The Settling Parties will exercise reasonable efforts to obtain and forward to the Settling States complete lists of all donors to Healing Heroes Network, Inc., including names, addresses, telephone numbers, and email addresses. If other information is contained within those donor lists it shall be provided to the Settling States unredacted. The Settling States understand that the Settling Parties are not currently in possession of this information and may not be able to obtain it but further understand that the Settling Parties will exercise reasonable efforts to obtain the information from commercial fundraisers and other parties that may have the information in their possession (“Organization in Possession”). The Settling Parties and Settling States, for the limited purpose of this Agreement, agree that sending one letter, plus sending one follow up letter or making one follow up call to each such Organization in Possession shall be deemed reasonable efforts. The Settling Parties agree to provide the Settling States with copies of letters sent pursuant to this paragraph and documents that reflect any follow up communications. In the event the Settling Parties are unable to obtain donor lists, they consent to and waive any objection they may have to the provision of Healing Heroes Network, Inc.’s donor lists or donor information to the Settling States by any fundraiser or other party that may be in possession of such information.
4. Waiver of Privilege. Healing Heroes Network, Inc. and Hero Giveaways, LLC hereby waive all attorney-client privilege that may apply to their past communications with the Kansas City, Missouri law firm of Copilevitz & Canter, and with its successor, Copilevitz, Lam & Raney, and any of those firm’s attorneys, paralegals, legal assistants, or other employees. This waiver is made knowingly and purposely, and includes all communications including without limitation legal advice, and advice and information about commercial fundraisers, direct mail firms, caging operations, and the like.
5. Liquidated Monetary Relief. Upon a showing by a Settling State that one or more Settling Parties has violated any term of this Settlement Agreement, that Settling Party will be liable to the Settling States for liquidated monetary relief in the total amount of \$400,000 (four hundred thousand dollars)¹ subsequent disposition of which would then be determined by agreement of the Settling States.
 - a. Before liquidated relief may be sought in any court, the state which claims that a violation has occurred in its state must first send a notice to the Settling Party who violated the Settlement Agreement and the Settling Party’s counsel, Zinzow Law, LLC, requiring the conduct cease and desist and, if applicable, refund of any and all charitable contributions received by the Settling Party in violation of this Settlement Agreement, and only if the conduct has not

¹ In the event such liquidated monetary relief is sought, only one of the Settling States, either individually or together with one or more of the other Settling States, may pursue that relief for all the Settling States.

san [signature] [signature] [signature]

- ceased and, if applicable, all such charitable contributions are not refunded by the deadline stated in the notice, which in no event shall be sooner than twenty (20) days after the notice is received, may the liquidated relief be triggered.
- b. Notice as set forth in subparagraph 5.a. above shall be sent via certified mail, return receipt requested, and shall be deemed received on the date the return receipt card is signed by the party, or if not signed, five (5) business days after the notice's postmark. Notice to Healing Heroes Network, Inc. and Hero Giveaways, LLC shall be sent care of Stacey Spiegel, 3533 Shoreline Circle, Palm Harbor, FL 34684. Notice to Zinzow Law shall be sent to the Mailing Address reflected in the most recent Florida Division of Corporations filing for that entity. Notice to Stacey Jill Spiegel or Allan Mark Spiegel shall be sent to 3533 Shoreline Circle, Palm Harbor, FL 34684. Notice to Neal Aaron Spiegel shall be sent to 2585 Grand Lakeside Drive, Palm Harbor, Florida 34684.
 - c. Notwithstanding the relief described herein, this paragraph shall not foreclose the Settling States from seeking any other lawful remedies for future violations of law, which are not Released Claims.
6. No Admission. The Settling Parties and the Settling States agree that nothing in the Settlement Agreement(s) is intended to be and shall not be deemed or construed to be an admission of any liability or wrongdoing by the Settling Parties. This Agreement is made without adjudication of any alleged issue of fact or law and without a finding of liability of any kind.
7. Release.
- a. Released Claims. Upon entry of judgment against the Settling Parties with retention of jurisdiction pursuant to California Code of Civil Procedure, Section 664.6, the State of California releases and forever discharges Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel Healing Heroes Network, Inc., a Florida corporation, and Hero Giveaways, LLC, a Florida limited liability company, and their past and present principals, officers, directors, employees, representatives, agents, affiliates, parents, subsidiaries, operating companies, predecessors, assigns and successors, except for any contractors or consultants that served as commercial fundraisers, professional fundraisers, professional solicitors, or fundraising counsel, (collectively, the "Releasees") from the following: all civil causes of action, claims, restitution, disgorgement, fines, costs, attorney's fees, or penalties that the California Attorney General has asserted or could have asserted against the Releasees under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act ("Supervision Act") (Gov. Code, § 12580 et seq.), the Nonprofit Corporation Law (Corp. Code, § 5000 et seq.), the Solicitations for Charitable Purposes Law ("Solicitations Law") (Bus. & Prof. Code, § 17510 et seq.), and the Penal Code provisions on nonprofit raffles (Pen. Code, § 319 et seq.), or any amendments thereto, or any other applicable state or federal law, resulting from the Covered Conduct up to and including the Effective Date.



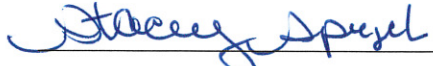
- b. "Covered Conduct" means
- i. Conduct alleged in the Settling State's lawsuit, if one was filed;
 - ii. making, approving, or authorizing any charitable solicitation, including but not limited to any request that a person either donate money outright or purchase a good or service when it is represented that the purchase or donation will benefit any charitable purpose including but not limited to assistance for military veterans or members of the armed forces;
 - iii. conduct relating to the hiring and supervision of commercial fundraisers, professional fundraisers, professional solicitors, fundraising counsel or the like;
 - iv. conduct relating to the registration and reporting of charitable solicitations and activities to regulatory agencies to the extent any party to this Settlement Agreement has the authority to enforce such registration and reporting violations;²
 - v. communicating to or with or collecting or seeking to collect money from any person who was asked to or did pay money to any of the Settling Parties in response to a charitable solicitation; and
 - vi. any act or omission alleged in Washington's Second Amended Complaint to have been in violation of law.
- c. The Effective Date of this Settlement Agreement shall be the date the last agreement from Washington, Florida, Ohio, Oregon, Illinois, Virginia, Maryland, Minnesota, Missouri, New Mexico, and California is fully executed by both Settling Parties and Settling States, or for state-specific settlement agreements that are filed in court, the effective date is the date of entry by the court.
- d. Scope. This Settlement Agreement does not affect the rights of persons not party to this Settlement Agreement.
- e. Other Orders or Agreements and Compliance with Federal and State Laws. Nothing contained in this Settlement Agreement and any related Order or Consent Decree shall relieve any Releasee of the obligations it maintains under any other Consent Decree, judgment, agreement, assurance, or administrative order relating to charitable solicitation, nor shall it relieve them of their obligations to comply with any state or federal law.

² "Covered Conduct" does not include the conduct that is the subject of California's cease-and-desist order No. 2018-CT0154513 issued to Healing Heroes Network, Inc., on July 13, 2018.



Acknowledged and Agreed by:

Date: 11/19/2020


STACEY JILL SPIEGEL

Date: 11/19/2020


NEAL AARON SPIEGEL

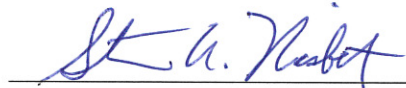
Date: 11/19/2020


MARK ALLAN SPIEGEL

Approved as to Form by:

ZINZOW LAW, LLC

Date: 11/23/2020



Justin R. Zinzow
Florida Bar No. 686451
Steven A. Nisbet
Florida Bar No. 969000

Attorneys for Stacey J. Spiegel, Neal A. Spiegel, Mark A. Spiegel, Healing Heroes Network, Inc., a Florida nonprofit corporation, and Hero Giveaways LLC, a Florida limited liability corporation

XAVIER BECERRA
Attorney General of California
TANIA M. IBANEZ
Senior Assistant Attorney General
ELIZABETH S. KIM
Supervising Deputy Attorney General

Date: 12/14/2020



Caitlin W. Noble
Deputy Attorney General
Attorneys for the People of the State of California

