1	ROB BONTA
2	Attorney General of California TANIA M. IBANEZ
3	Senior Assistant Attorney General JAMES M. TOMA
	Supervising Deputy Attorney General
4	DAVID K. ELDAN Deputy Attorney General
5	State Bar No. 163592
6	300 South Spring Street, Suite 1702 Los Angeles, CA 90013
7	Telephone: (213) 269-6041 Fax: (916) 731-2145
8	E-mail: David Eldan@doi.ca.gov
	Attorneys for David Eller, in his capacity as Registrar of the Registry of Charitable Trusts
9	BEFORE THE
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11	ATTORNEY GENERAL OF CALIFORNIA
12	In the Manne Col. NY is CY and D. I.
13	In the Matter of the Notice of Intent to Revoke Registration and Imposition of Penalties; Order Case No. 2018-CT0256770
	to Cease and Desist; Notice of Assessment of Penalties Directed to Urgent Dogs of LA and SETTLEMENT AGREEMENT
14	its Board of Directors,
15	Jonathan Cossu, aka Jon A. Cossu, aka Jonny
16	Preston; Urgent Dogs of LA, a California
17	nonprofit corporation,
18	Respondents.
19	The parties stipulate:
20	1. This Settlement Agreement (the "Agreement") settles the above-captioned action,
21	pending before Rob Bonta in his capacity as Attorney General of the State of California (in such
22	capacity the "Attorney General"), and is entered into by and between, on the one hand, David
23	Eller, in his official capacity as Registrar of the Attorney General's Registry of Charitable Trusts
24	(respectively the "Registrar" and the "Registry"), and, on the other hand, respondents Jonathan
25	Cossu aka Jon A. Cossu aka Jonny Preston, an individual ("Cossu") and Urgent Dogs of LA, a
6	California popprofit corporation ("IDLA" and collectively with Cossulthe "Respondents", and

each a "Respondent", and, unless otherwise stated, "Respondents" referring to the Respondents

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both collectively and individually).

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- The Registrar is represented in this action by Deputy Attorney General David K. Eldan. The Respondents understand that they have the right to be represented by counsel at their own expense in this action, including in the process of negotiation and drafting of this Agreement, but are not currently represented by counsel and have elected to proceed without counsel.
- 3. On or about May 29, 2018, the Registrar issued a Notice of Intent to Revoke Registration and Imposition of Penalties; Order to Cease and Desist; Notice of Assessment of Penalties Directed to Urgent Dogs of LA and its Board of Directors (the "Cease and Desist Order") to the Respondents.
- 4. On or about July 15, 2019, the Registrar issued a First Amended Notice of Intent to Revoke Registration and Imposition of Penalties; Order to Cease and Desist; Notice of Assessment of Penalties Directed to Urgent Dogs of LA and its Board of Directors (the "Amended Cease and Desist Order") to the Respondents. A true and correct copy of the Amended Cease and Desist Order is attached as Exhibit "A" to this Agreement.
- On or about September 30, 2019, the Respondents submitted an Appeal and Request for Hearing (the "Appeal") in response to the Amended Cease and Desist Order.
- The Amended Cease and Desist Order is the operative pleading in this matter. Its contents differ from those of the Cease and Desist Order. Among other things, section 7 of the Cease and Desist Order set forth allegations regarding SPCA LA and Camp Cocker Rescue; the Attorney General later dropped those allegations, and they are not contained in the Amended Cease and Desist Order.
- 7. Respondents have contested and appealed from the Amended Cease and Desist Order and have the right to a hearing on such appeal.
- 8. The Registrar and Respondents agree to settle the above-captioned action on the following terms and conditions. Respondents understand and agree that, by entering into this Agreement, they knowingly and voluntarily waive their rights to contest and appeal the Amended Cease and Desist Order and their right to a hearing on such appeal.
- 9. This Agreement is subject to approval by the Attorney General or his designee(s). Respondents understand and agree that counsel for the Registrar may communicate directly with

the Attorney General or his staff regarding this Agreement, without notice to or participation by Respondents. If the Attorney General or his designee(s) do not approve this Agreement, it shall be of no force or effect and, except for this section, it shall be inadmissible in any legal action. Neither the Attorney General nor any of his representatives shall be disqualified from further involvement in the above-captioned action by reason of their having negotiated this Agreement and/or considered it for approval by the Attorney General.

- 10. The effective date of this Agreement is the date on which it has been executed by each of the signatories listed below and approved by the Attorney General (the "Effective Date"). The occurrence of the Effective Date shall constitute the withdrawal of the Appeal, with no necessity of further action by the Attorney General and/or the Registrar, except that either may take such actions as he deems necessary or appropriate to effect the withdrawal.
- 11. Respondents shall fully comply with, and act in good faith to implement, the terms of, this Agreement, and shall fully cooperate in any investigation by the Attorney General related to Respondents' compliance with this Agreement, including the accuracy of any representation made by Respondents to the Attorney General in this Agreement or during the course of the Attorney General's investigation in the above-captioned action. Such cooperation shall include, but is not limited to, providing information, documents, and truthful testimony, and assisting in obtaining information, documents, and truthful testimony from third parties.
- 12. Respondents hereby admit the truth of the allegations in the Amended Cease and Desist Order, agree that the Amended Cease and Desist Order shall become the final order of the Attorney General, and agree that Respondents will be bound by the terms of the Amended Cease and Desist Order, except that:
 - i. all references to California Government Code section 12599.6(f)(2) in the Amended Cease and Desist Order are hereby deemed deleted therefrom, and the Amended Cease and Desist Order shall not be construed to rely upon or to seek relief pursuant to California Government Code section 12599.6(f)(2); and
 - ii. in addition to the deletion therefrom of all references to California Government Code section 12599.6(f)(2), set forth above, certain of violations "a." through "r.", set

forth at pages 14-15 of the Amended Cease and Desist Order, are hereby further modified as follows:

- a. Violation "a." (failing to keep donations solicited for specific purposes segregated from general funds). Respondents deny that they are liable for violation "a." and deny the accuracy and/or legal consequences of the allegations set forth at page 3, line 13 ("COSSU has routinely solicited") through page 4, line 27 ("used for that purpose") of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "a." is dismissed from the Amended Cease and Desist Order.
- b. Violation "b." (materially false statement in 2017 IRS form 990).

 Respondents deny that they are liable for violation "b." and deny the accuracy and/or legal consequences of the allegations set forth at page 5, line 15 ("By") through page 5, line 19 ("subd. (f)(2).)") of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "b." is dismissed from the Amended Cease and Desist Order.
- c. Violation "c." (materially false statement in 2017 Form RRF-1).

 Respondents deny that they are liable for violation "c." and deny the accuracy and/or legal consequences of the allegations set forth at page 5, line 15 ("By") through page 5, line 19 ("subd. (f)(2).)") of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "c." is dismissed from the Amended Cease and Desist Order.
- d. Violation "e." (misrepresentation of UDLA's tax-exempt status).

 Respondents deny that they are liable for violation "e." and deny the accuracy and/or legal consequences of the allegations set forth at page 6, lines 1–16 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "e." is dismissed from the Amended Cease and Desist Order.

- e. Violation "g." (representing that any part of a contribution will be given or donated to any other charitable organization). Respondents deny that they are liable for violation "g." and deny the accuracy and/or legal consequences of the allegations set forth at page 7, lines 13–28 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "g." is dismissed from the Amended Cease and Desist Order.
- f. Violation "i." (failure to provide documents upon request of the Attorney General). Respondents deny that they are liable for violation "i." and deny the accuracy and/or legal consequences of the allegations set forth at page 8, lines 14–19 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "i." is dismissed from the Amended Cease and Desist Order.
- g. Violation "j." (commingling personal and charitable funds). Respondents deny that they are liable for violation "j." and deny the accuracy and/or legal consequences of the allegations set forth at page 9, lines 6-12 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "j." is dismissed from the Amended Cease and Desist Order.
- h. Violation "k." (commingling personal and charitable funds). Respondents deny that they are liable for violation "k." and deny the accuracy and/or legal consequences of the allegations set forth at page 9, lines 6-12 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "k." is dismissed from the Amended Cease and Desist Order.
- i. Violation "p." (falsely representing Attorney General's impressions of documents submitted in response to Cease and Desist Order). Respondents deny that they are liable for violation "p." and deny the accuracy and/or legal consequences of the allegations set forth at page 9, line 27 ("Nonetheless, COSSU posted a video") through

page 10, line 18 ("subd. (f)(1).)") of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "p." is dismissed from the Amended Cease and Desist Order.

j. Violation "q." (fundraising for Brats Rescue, Inc., after issuance of the Cease and Desist Order). Respondents deny that they are liable for violation "q." and deny the accuracy and/or legal consequences of the allegations set forth at page 11, lines 4-12 of the Amended Cease and Desist Order, which allegations relate to the violation, and/or they allege facts in mitigation of the violation. Violation "q." is dismissed from the Amended Cease and Desist Order.

Relief against UDLA

- 13. Charity Registration Number CT0256770, previously issued to UDLA by the Registry, is revoked, and the Registrar and/or Attorney General may take any actions they deem necessary to effect such revocation and cause it to be memorialized as appropriate, including in the records of the Registry.
- 14. UDLA shall commence voluntary dissolution proceedings within ten (10) days of the Effective Date.
- 15. Each Respondent represents that, except as otherwise previously disclosed to the Attorney General, UDLA has ceased all operations and has no assets.

Relief against Cossu

- 16. Cossu is enjoined from:
- a. Acting as a director, officer, trustee, manager, supervisor, founder, incorporator, or fiduciary of any charity or nonprofit organization;
- b. Soliciting or receiving, or assisting or advising others to solicit or receive, from persons or entities resident in the State of California, funds or assets for a charitable or nonprofit purpose, including, but not limited to, doing so by means of the use of the internet or any website, including any social media platform (e.g., Facebook, Instagram);
- Holding, managing, directing, or controlling funds or assets for a charitable or nonprofit purpose; or



d. Acting as a commercial fundraiser for charitable purposes, fundraising counsel for charitable purposes, commercial co-venturer, or trustee, as those terms are defined in California Government Code sections 12599, 12599.1, 12599.2, and 12582.

This section does not enjoin Cossu from acting as an employee, agent, or independent contractor of, or volunteer for, a charity or nonprofit organization, so long as he is otherwise in compliance with this section.

17. Penalties

- a. The penalties assessed against Respondents, jointly and severally, under the Amended Cease and Desist Order are \$123,700.00.
- b. Based on (i) Respondents' representation that UDLA has ceased all operations and has no assets, and (ii) Cossu's representation of an inability to pay penalties in the amount assessed, as set forth in a Financial Statement of Individual Defendant signed by Cossu under penalty of perjury and dated July 2, 2021, assessed penalties of \$103,700.00 are stayed, subject to compliance with this Agreement. Should either Respondent, by act or omission, violate this Agreement in any way, the Attorney General may set aside the stay and impose the penalties previously stayed, which shall be immediately due and payable to the California Department of Justice.
- c. The Attorney General has relied on the financial information provided by Respondents in agreeing to stay penalties of \$103,700.00, as set forth above. If it is determined by an administrative law judge that either Respondent made any material misrepresentation or omission in that Respondent's disclosure of either Respondent's financial information or ability to pay, then the Attorney General may set aside the stay and impose the penalties previously stayed, which shall be immediately due and payable to the California Department of Justice.
- 18. Respondents shall pay the remaining \$20,000.00 of the assessed penalties within one (1) year of the effective date of this Agreement. All payments shall be made payable to the California Department of Justice and sent to:

California Department of Justice Attn.: David K. Eldan, Deputy Attorney General 300 S. Spring Street, Suite 1702



Respondents.

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- 20. Failure to comply with the terms of this Agreement shall constitute disobedience or resistance to a lawful order under Government Code section 11455.10. The Attorney General may pursue a contempt sanction for violations under Government Code section 11455.20, in addition to all other remedies available to the Attorney General.
- 21. By signing this Agreement, Cossu, on behalf of himself and UDLA, represents that he has carefully read and understands this Agreement, and that he has the authority to bind UDLA to this Agreement.

TIS SO STIPULATED.

Dated: 07/29/. 2021.

Dated: 07/29/. 2021.

URGENT DOCS OF LA

By:

Jonathan Cossu
Its: Prevident and CEO

Dated: 1/30 . 2021.

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