

Philadelphia Board of Ethics

Contact: J. Shane Creamer, Jr., Executive Director, 215-686-9450

For Immediate Release: July 20, 2015

PHILADELPHIA – On July 16, 2015, the Board of Ethics approved 10 settlement agreements relating to violations of the City’s Campaign Finance Law. The settlement agreements with ten separate entities are listed below in one of three categories, which identify the type of violation.

Excess Contribution Through A Political Committee

The Board approved a settlement agreement with the Philadelphia Federation of Teachers Committee to Support Public Education resolving a violation of the City’s Campaign Finance Law arising from an excess contribution the committee made to Friends of Helen Gym through the American Federation of Teachers Pennsylvania Committee to Support Public Education.

A copy of the approved settlement agreement is attached.

Single Committee

The Board approved a settlement agreement with Tom Wyatt resolving a violation of the City’s Campaign Finance Law arising from Mr. Wyatt’s use of more than one checking account to make expenditures to support his candidacy for City office.

A copy of the approved settlement agreement is attached.

Late Filing of Campaign Finance Reports

The Board approved settlement agreements with the following eight political committees resolving violations of the City’s Campaign Finance Law for the late filing of campaign finance reports:

1. APPAC;
2. District Council 1199C PAC;
3. Economic Development PAC;
4. Friends of Richard Demarco
5. Friends of Sean Kilkenny;
6. Pennsylvania First PAC;
7. So Phila PAC; and
8. SRW&A PAC

Copies of the approved settlement agreements are attached.

The Philadelphia Board of Ethics is a five-member independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. It is charged with providing ethics training for all City employees and enforcing among other things, City campaign finance, financial disclosure, lobbying, and conflict of interest laws. The Ethics Board has authority to render advice, investigate complaints and issue fines.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, the Philadelphia Federation of Teachers Committee to Support Public Education, and J. Shane Creamer, Jr., the Executive Director of the Board of Ethics, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s Campaign Finance Law which is found at Chapter 20-1000 of the Philadelphia Code. The Ethics Board has provided a detailed interpretation of the campaign finance law in its Regulation No. 1 (Campaign Finance).
- B. The Philadelphia Federation of Teachers ("PFT") is a chapter of the American Federation of Teachers — Pennsylvania Chapter ("AFT-PA") and is the certified bargaining agent under Pennsylvania law for teachers and other classification of other employees working in the School District of Philadelphia. Jerry Jordan is the President of the Philadelphia Federation of Teachers. Ted Kirsch is the President of the AFT-PA. Jerry Jordan also serves on the Executive Council of the AFT-PA.
- C. The Philadelphia Federation of Teachers Committee to Support Public Education (“PFT CSPE”) is a political committee based in Philadelphia and registered with the Pennsylvania Department of State. Jerry Jordan is a member of the PFT CSPE.
- D. The AFT-PA Committee to Support Public Education (“AFT-PA CSPE”) is a political committee based in Philadelphia and registered with the Pennsylvania Department of State. Jerry Jordan and Ted Kirsch are members of the AFT-PA CSPE.
- E. Jack Steinberg is the treasurer of both the PFT CSPE and the AFT CSPE.
- F. Pursuant to Philadelphia Code § 20-1002(2) and Regulation No. 1, Paragraph 1.3(a), a political committee cannot contribute more than \$11,500 per calendar year to a candidate for City elective office, including contributions made through one or more political committees.
- G. Pursuant to Regulation No. 1, Paragraph 1.4, a contribution is made through a political committee if a person or political committee makes a contribution to a political committee and directs, suggests, or requests, whether in a direct, indirect, express, or implied manner, that the recipient political committee use all or part of the contributed money to make an expenditure to a specific candidate.
- H. Pursuant to Philadelphia Code § 20-1301(1) and Regulation No. 1, Paragraph 1.52, making an excess contribution to a City candidate is subject to a civil monetary penalty of three times the excess portion or \$2,000, whichever is less.

- I. In late April, Board enforcement staff received a complaint alleging that the PFT CSPE had made an excess contribution to Friends of Helen Gym through the AFT-PA CSPE. The Friends of Helen Gym is the authorized committee of Helen Gym, a candidate for an At-Large City Council seat. Because the complaint stated potential violations of the City's Campaign Finance Law, enforcement staff accepted the complaint and opened an investigation. In the course of the investigation, enforcement staff interviewed witnesses and obtained documents. At all times, the PFT, the PFT CSPE, and their officers and employees fully cooperated with the investigation.
- J. On February 5, 2015 the PFT Executive Board at a regular meeting voted to endorse Helen Gym as a candidate for City Council at Large in the Democratic primary and to contribute the maximum amount allowed by law to her campaign.
- K. Helen Gym announced her candidacy for an At-Large City Council seat on February 9, 2015 at a rally at the Ethical Society. Mr. Jordan spoke at the rally and announced PFT's endorsement of her candidacy. Also on February 9, 2015, the PFT CSPE wrote a check for \$11,500 to Friends of Helen Gym. Mr. Jordan and Mr. Steinberg signed the check.
- L. In mid-February, Mr. Kirsch asked Mr. Jordan if the PFT CSPE could make a donation to the AFT-PA CSPE so that the AFT-PA CSPE could make donations to candidates.
- M. On February 25, 2015 the PFT Executive Board voted at a regular scheduled meeting to transfer \$11,500 from the PFT CSPE to the AFT-PA CSPE.
- N. On February 26, 2015, PFT CSPE wrote a check to AFT-PA CSPE for \$11,500. Mr. Jordan and Mr. Steinberg signed the check. Mr. Jordan chose \$11,500 because it is the maximum amount a political committee can give to a City candidate under the City's Campaign Finance Law. Mr. Jordan personally gave the check to Mr. Kirsch. Between January 1 and March 30, 2015, AFT PA did not receive a contribution of more than \$50 from any source other than PFT CSPE.
- O. Also on February 26, 2015, the AFT-PA Executive Council met by teleconference. During the meeting, the Executive Council voted to have AFT-PA CSPE make a donation of \$11,500 to Friends of Helen Gym. Mr. Jordan participated in the teleconference and voted to approve the contribution to Friends of Helen Gym.
- P. On March 9, 2015, the AFT CSPE wrote a check for \$11,500 to Friends of Helen Gym. Mr. Kirsch and Mr. Steinberg signed the check. Helen Gym was the only candidate to whom AFT-PA CSPE made a contribution in 2015 prior to the May 2015 primary elections.
- Q. Mr. Jordan did not explicitly direct, suggest, or request that AFT-PA CSPE give \$11,500 to Friends of Helen Gym. However, for the purposes of the City's Campaign Finance Law, as interpreted by the Board in Regulation No. 1, the circumstances in which PFT CSPE made the \$11,500 contribution to AFT-PA CSPE created an implied suggestion that AFT-PA CSPE use those funds to make a contribution to support Helen Gym.
- R. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

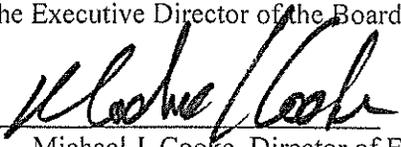
AGREEMENT

The Parties agree that:

1. For the purposes of the City's Campaign Finance Law, PFT CSPE made a contribution of \$11,500 to Friends of Helen Gym through AFT-PA CSPE. Because this contribution exceeded the City's contribution limits by \$11,500, it violated § 20-1002(2) of the Philadelphia Code and is subject to a civil penalty of \$2,000. However, in light of PFT CSPE's cooperation and prompt resolution of this matter, the penalty is reduced to \$1,500.
2. PFT CSPE shall pay the civil penalty of \$1,500 within 14 days of the effective date of the Agreement. Payment shall be made by check made payable to the City of Philadelphia and delivered to the offices of the Board.
3. PFT CSPE releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the violation described in the Agreement.
4. In consideration of the above and in exchange for the PFT CSPE's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violation described in this Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, the PFT CSPE shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board or City attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

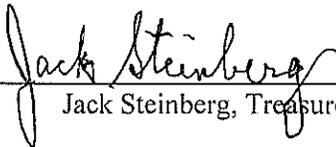
Dated: 7/6/2015



Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By PFT CSPE:

Dated: 7/6/15



Jack Steinberg, Treasurer

Approved by the Board of Ethics:

Effective Date: 7/15/15



Michael H. Reed, Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, J. Shane Creamer Jr., Executive Director of the City of Philadelphia Board of Ethics, and Tom Wyatt, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law which is found at Chapter 20-1000 of the Philadelphia Code.
- B. The Friends of Tom Wyatt is the authorized candidate political committee of Tom Wyatt, a former candidate for Philadelphia City Council At-Large in 2015.
- C. In 2014, Mr. Wyatt publicly declared that he was a candidate for the Democratic nomination for a Philadelphia City Council At-Large seat.
- D. Because Mr. Wyatt was a candidate for City of Philadelphia elective office, both he and his authorized candidate committee were subject to Philadelphia’s campaign finance law during the 2015 primary election.
- E. Pursuant to Philadelphia Code § 20-1003 and Regulation No. 1, Paragraph 1.25, candidates for City office shall have no more than one checking account for the City office being sought, into which all contributions and post-candidacy contributions for such office shall be made, and out of which all expenditures for that office shall be made, including post-candidacy expenditures.
- F. On May 8, 2015 and June 18, 2015, Friends of Tom Wyatt filed Cycle 2 and Cycle 3 campaign finance reports with the Board disclosing that Mr. Wyatt made significant campaign related expenses from his personal account. These expenditures are listed in Exhibit A attached hereto.
- G. Mr. Wyatt did not accept or deposit any campaign contributions into his personal accounts. All contributions to the Wyatt campaign were deposited into the Friends of Tom Wyatt’s checking account.
- H. Pursuant to Philadelphia Code § 20-1008 and Regulation No. 1, Paragraph 1.55, the penalty for a violation of Philadelphia Code § 20-1003 and Regulation No. 1, Paragraph 1.25 is \$1,000, which can be increased to \$2,000 if aggravating factors are present and decreased to \$250 if mitigating factors are present.

- I. When Board enforcement staff brought the matters described in this agreement to the attention of Mr. Wyatt, he promptly acknowledged them and agreed to resolve them by settlement. At all times, Mr. Wyatt fully cooperated with the Board's investigation.
- J. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

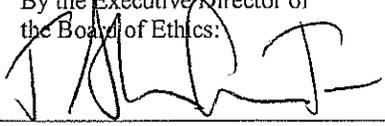
The Parties agree that:

1. Tom Wyatt's use of more than one account to make campaign expenditures violated Philadelphia Code Section 20-1003 and is subject to a civil penalty of \$1,000.
2. Tom Wyatt shall pay the civil penalty of \$1,000 within 14 days of the effective date of the Agreement. Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.
3. Mr. Wyatt releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in this Agreement.
4. In consideration of the above and in exchange for Mr. Wyatt's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in this Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, Mr. Wyatt shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board or City attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.

11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

Dated: 7/9/15

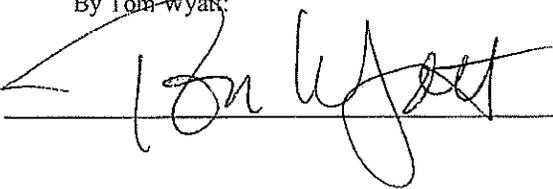
By the Executive Director of
the Board of Ethics:



J. Shane Creamer, Jr.

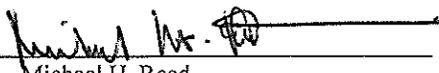
Dated: 7/9/15

By Tom Wyatt:



Approved by the Board of Ethics:

Dated: 7/15/15



Michael H. Reed
Chair

EXHIBIT A

Tom Wyatt Campaign Related Expenses from Personal Account

Date	Amount	Expenditure
3/16/2015	\$81.00	Note Cards
3/2/2015	\$450.00	Fundraising Software
3/1/2015	\$20.00	Digital Media Sponsorship
3/19/2015	\$60.00	Digital Media Sponsorship
2/6/2015	\$1,300.00	Pipeline Office Space
1/26/2015	\$450.00	Campaign Software
4/1/2015	\$210.00	Digital Media Sponsorship
2/14/2015	\$201.27	Office Supplies
2/28/2015	\$166.34	Office Supplies
2/14/2015	\$85.77	Office Supplies
3/5/2015	\$60.00	Digital Media Sponsorship
4/3/2015	\$147.00	Postage
3/2/2015	\$60.00	Office Supplies
2/21/2015	\$19.35	Office Supplies
2/22/2015	\$20.00	Digital Media Sponsorship
2/9/2015	\$3,800.00	Rent
2/20/2015	\$134.79	Office Supplies
4/29/2015	\$663.35	Digital Media Sponsorship
3/3/2015	\$60.00	Digital Media Sponsorship
5/1/2015	\$230.00	Digital Media Sponsorship
3/25/2015	\$20.00	Digital Media Sponsorship
3/3/2015	\$60.00	Digital Media Sponsorship
3/10/2015	\$60.00	Digital Media Sponsorship
3/5/2015	\$20.00	Coffee cards
4/3/2015	\$64.22	Office Supplies
3/9/2015	\$100.00	Candidate Filing Fee
20150513	\$98.00	Postage
20150519	\$5,862.00	Bellevue Hotel Banquet and Lodging

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, Associates of PA PAC (“APPAC”), and Susan Stoutzenberger, the Treasurer for APPAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. APPAC is a political committee based in Philadelphia. APPAC has previously filed campaign finance reports with the Board.
- C. Susan Stoutzenberger is the treasurer of APPAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. APPAC made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff notified APPAC of its failure to file a 2015 cycle 2 report with the Board. On June 10, 2015, Board enforcement staff contacted APPAC. APPAC filed its 2015 cycle 2 report with the Board on June 17, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. APPAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$3,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation in this matter.
2. APPAC and Susan Stoutzenberger are jointly and severally liable for the civil monetary penalty which shall be paid within 14 days of the effective date of the Agreement. Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.
3. APPAC and Susan Stoutzenberger release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for APPAC's and Susan Stoutzenberger's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, APPAC and Susan Stoutzenberger shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

Dated: 7/6/2015

Michael Cooke
Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By APPAC:

Dated: 6/24/15

Susan Stoutzenberger, Treasurer
Susan Stoutzenberger, Treasurer

By Susan Stoutzenberger:

Dated: 6/24/15

Susan Stoutzenberger

Approved by the Board of Ethics:

Dated: 7/15/15

Michael H. Reed
Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, District 1199C PAC, and Marguerite Stanford, the treasurer of District 1199C PAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. District 1199C PAC is a political committee based in Philadelphia. District 1199C PAC has previously filed campaign finance reports with the Board.
- C. Marguerite Stanford is the treasurer of District 1199C PAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. District 1199C PAC made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff notified the committee of its failure to file a 2015 cycle 2 report with the Board. The committee filed its 2015 cycle 2 report with the Board on May 27, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

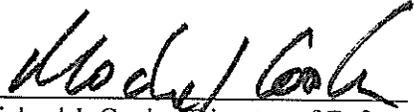
AGREEMENT

The Parties agree that:

1. District 1199C PAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$2,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. District 1199C PAC and Marguerite Stanford are jointly and severally liable for the civil monetary penalty which shall be paid within 14 days of the effective date of the Agreement. Payment shall be by check made out to the City of Philadelphia and delivered to the offices of the Board.
3. District 1199C PAC and Marguerite Stanford release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for District 1199C PAC and Marguerite Stanford compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, District 1199C PAC and Marguerite Stanford shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

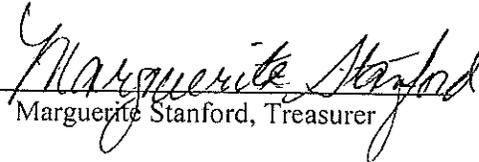
Dated: 6-25-2015



Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By District 1199C PAC

Dated: 6/18/2015



Marguerite Stanford, Treasurer

By Marguerite Stanford

Dated: 6/18/2015



Approved by the Board of Ethics:

Dated: 7/15/15



Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, Economic Development PAC, and Anthony Fullard, the treasurer of Economic Development PAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. Economic Development PAC is a political committee based in Philadelphia. Economic Development PAC has previously filed campaign finance reports with the Board.
- C. Anthony Fullard is the treasurer of Economic Development PAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):
Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. Economic Development PAC made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff notified the committee of its failure to file a 2015 cycle 2 report with the Board. The committee filed its 2015 cycle 2 report with the Board on June 11, 2015
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Economic Development PAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$3,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. Economic Development PAC and Anthony Fullard are jointly and severally liable for the civil monetary penalty which shall be paid within 14 days of the effective date of the Agreement. Payment shall be by check made out to the City of Philadelphia and delivered to the offices of the Board.
3. Economic Development PAC and Anthony Fullard release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for Economic Development PAC and Anthony Fullard compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Economic Development PAC and Anthony Fullard shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
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10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

Dated: 6-25-2015

Michael J. Cooke
Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By Economic Development PAC

Dated: 6-24-2015

Anthony Fullard
Anthony Fullard, Treasurer

By Anthony Fullard

Dated: 6-24-2015

Anthony Fullard

Approved by the Board of Ethics:

Dated: 7/15/15

Michael H. Reed
Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, Friends of Richard C DeMarco, and Richard DeMarco, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. Friends of Richard C DeMarco is a political committee based in Philadelphia. Friends of Richard C DeMarco has previously filed campaign finance reports with the Board.
- C. James DeMarco is the treasurer of Friends of Richard C DeMarco.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):
Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. Friends of Richard C DeMarco made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff notified the committee of its failure to file a 2015 cycle 2 report with the Board. The committee filed its 2015 cycle 2 report with the Board on May 22, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Friends of Richard C DeMarco's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$2,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. Richard DeMarco shall pay the civil monetary penalty of \$1,500 on the following schedule:
 - 2.1. \$500 within 14 days of the effective date of the Agreement;
 - 2.2. \$500 by July 31, 2015; and
 - 2.3. \$500 by August 31, 2015.

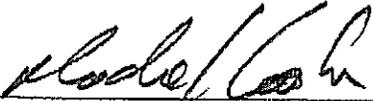
Payment shall be by check made out to the City of Philadelphia and delivered to the offices of the Board.

3. Friends of Richard C DeMarco and Richard DeMarco release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for Friends of Richard C DeMarco's and Richard DeMarco's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Friends of Richard C DeMarco and Richard DeMarco shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.

11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

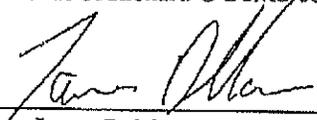
By the Executive Director of the Board of Ethics:

Dated: 6/16/2015


Michael J. Cooke, Director of Enforcement
Executive Director's Designee

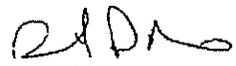
By Friends of Richard C DeMarco

Dated: 6/10/15


James DeMarco, Treasurer

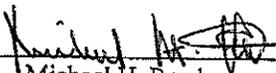
By Richard DeMarco

Dated: 6/10/15



Approved by the Board of Ethics:

Dated: 7/15/15


Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, Friends of Sean Kilkenny, and Jay Conners, the treasurer of Friends of Sean Kilkenny jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. Friends of Sean Kilkenny is a political committee based in Jenkintown, Pennsylvania. Friends of Sean Kilkenny as previously filed campaign finance reports with the Board.
- C. Jay Conners is the treasurer of Friends of Sean Kilkenny.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. Friends of Sean Kilkenny made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff notified the committee of its failure to file a 2015 cycle 2 report with the Board. The committee filed its 2015 cycle 2 report with the Board on May 18, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Friends of Sean Kilkenny's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$2,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. Friends of Sean Kilkenny and Jay Conners are jointly and severally liable for the civil monetary penalty which shall be paid within 14 days of the effective date of the Agreement. Payment shall be by check made out to the City of Philadelphia and delivered to the offices of the Board.
3. Friends of Sean Kilkenny and Jay Conners release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for Friends of Sean Kilkenny and Jay Conners compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Friends of Sean Kilkenny and Jay Conners shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

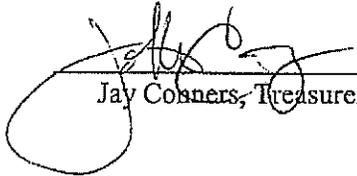
Dated: 6/16/2015



Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By Friends of Sean Kilkenny

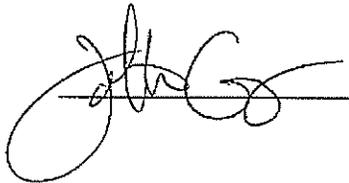
Dated: 6-5-15



Jay Connors, Treasurer

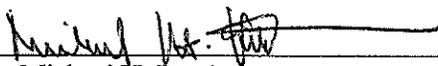
By Jay Connors

Dated: 6-5-15



Approved by the Board of Ethics:

Dated: 7/15/15



Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, the Pennsylvania First PAC (“PA First PAC”), and Helene Ratner, the Treasurer for PA First PAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. PA First PAC is a political committee based in Bucks County, PA. PA First PAC has previously filed campaign finance reports with the Board.
- C. Helene Ratner is the treasurer of PA First PAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s Campaign Finance Law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. PA First PAC made a contribution to a candidate for City elective office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed the 2015 cycle 2 report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff attempted to notify PA First PAC of its failure to file a 2015 cycle 2 report with the Board, but the letter was returned undelivered. On June 10, 2015, Board enforcement staff contacted PA First PAC. PA First PAC filed its 2015 cycle 2 report with the Board on June 15, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. PA First PAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$3,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. PA First PAC and Helene Ratner are jointly and severally liable for the civil monetary penalty which shall be paid within 14 days of the effective date of the Agreement. Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.
3. PA First PAC and Helene Ratner release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for PA First PAC's and Helene Ratner's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, PA First PAC and Helene Ratner shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

Dated: 6-25-2015



Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By Pennsylvania First PAC:

Dated: 6-19-15



Helene Ratner, Treasurer

By Helene Ratner:

Dated: 6-19-15



Approved by the Board of Ethics:

Dated: 7/15/15



Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, So Phila PAC, and Joseph Galdo, the Treasurer for So Phila PAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. So Phila PAC is a political committee based in Philadelphia. So Phila PAC has previously filed campaign finance reports with the Board.
- C. Joseph Galdo is the treasurer of So Phila PAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. So Phila PAC made contributions to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015
- H. On May 15, 2015, Board enforcement staff attempted to notify So Phila PAC of its failure to file a 2015 cycle 2 report with the Board, but the letter was returned undelivered. On June 10, 2015, Board enforcement staff contacted So Phila PAC. So Phila PAC filed its 2015 cycle 2 report with the Board on June 14, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. So Phila PAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$3,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. So Phila PAC shall pay the civil monetary penalty of \$1,500 on the following schedule:
 - 2.1. \$500 within 14 days of the effective date of the Agreement;
 - 2.2. \$500 by August 31, 2015; and
 - 2.3. \$500 by October 31, 2015.

Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.

3. So Phila PAC and Joseph Galdo release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for So Phila PAC's and Joseph Galdo's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, So Phila PAC and Joseph Galdo shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
7. The Agreement contains the entire agreement between the Parties.
8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
10. If the Board rejects the proposed Agreement, presentation to and consideration of the Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or resolving an administrative adjudication of the matters described in the Agreement.
11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

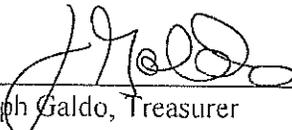
Dated: 6-25-2015



Michael J. Cooke, Director of Enforcement
Executive Director's Designee

By So Phila PAC:

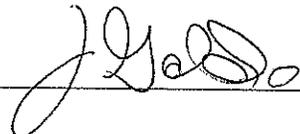
Dated: 6/21/15



Joseph Galdo, Treasurer

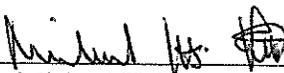
By Joseph Galdo:

Dated: 6/21/15



Approved by the Board of Ethics:

Dated: 7/15/15



Michael H. Reed
Chair

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by the Board of Ethics of the City of Philadelphia, J. Shane Creamer, Jr., the Executive Director of the Board, SRW & A PAC, and Thomas Flynn, the treasurer of SRW & A PAC, jointly referred to as “the Parties.”

RECITALS

- A. The Board of Ethics of the City of Philadelphia is a five-member, independent board established by ordinance, approved by Philadelphia voters in May 2006, and installed on November 27, 2006. Pursuant to section 4-1100 of the Home Rule Charter, the Board is charged with, among other things, enforcing the City’s campaign finance law.
- B. SRW & A PAC is a political committee based in Philadelphia. SRW & A PAC has previously filed campaign finance reports with the Board.
- C. Thomas Flynn is the treasurer of SRW & A PAC.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1 Paragraph 1.21(a):

Any time a political committee or person is required to file a campaign finance report with the City Commissioners or the Secretary of State, as required by the Pennsylvania Election Code, the committee or person shall file electronically a copy of that report with the Board if the report filed with the City Commissioners or Secretary of State discloses, or should disclose, any expenditures made or debt incurred to influence the outcome of a covered election, including expenditures to a candidate for City elective office.
- E. Pursuant to Philadelphia Code §§ 20-1006(4) and 20-1301(2) and Regulation No. 1 Paragraph 1.54, late filing of a campaign finance report violates the City’s campaign finance law and is subject to a civil monetary penalty of \$250 for each day the report is late with maximum total penalties of \$2,000 for the first 30 days the report remains unfiled plus \$1,000 for each additional 30 day period, or part thereof, the report remains unfiled.
- F. May 8, 2015 was the deadline for political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- G. SRW & A PAC made a contribution to a candidate for City office during the 2015 cycle 2 reporting period. Therefore, the committee should have electronically filed that report with the Board by May 8, 2015. However, the committee failed to file a 2015 cycle 2 report by May 8, 2015.
- H. On May 15, 2015, Board enforcement staff notified the committee of its failure to file a 2015 cycle 2 report with the Board. The committee filed the report with the Board on May 19, 2015.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

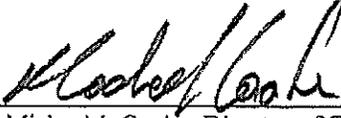
AGREEMENT

The Parties agree that:

1. SRW & A PAC's late filing of its 2015 cycle 2 campaign finance report with the Board violated the City's Campaign Finance Law and is subject to a civil monetary penalty of \$2,000. However, the penalty is reduced to \$1,500 in recognition of the committee's cooperation and prompt resolution of this matter.
2. SRW & A PAC and Thomas Flynn are jointly and severally liable for the aggregate civil monetary penalty of \$1,500 which shall be paid within two weeks of the date the Board notifies SRW & A PAC and Thomas Flynn that it has approved the agreement. Payment shall be by check made out to the City of Philadelphia and delivered to the offices of the Board.
3. SRW & A PAC and Thomas Flynn release and hold harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's investigation, enforcement, and settlement of the matters described in the Agreement.
4. In consideration of the above and in exchange for SRW & A PAC and Thomas Flynn compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against them for the violations described in the Agreement.
5. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
6. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, SRW & A PAC and Thomas Flynn shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.
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8. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
9. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
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11. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by either party and, except for paragraphs 10 and 11, nothing in the Agreement shall be effective.

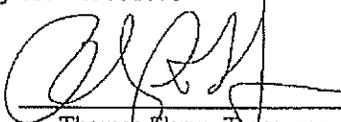
By the Executive Director of the Board of Ethics:

Dated: 6/16/2015


Michael J. Cooke, Director of Enforcement
Executive Director's Designee

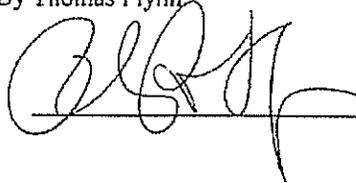
By SRW & A PAC

Dated: 6/12/15


Thomas Flynn, Treasurer

By Thomas Flynn

Dated: 6/12/15



Approved by the Board of Ethics:

Dated: 7/15/15


Michael H. Reed
Chair