CITY OF PHILADELPHIA
BOARD OF ETHICS

Contact: J. Shane Creamer, Jr., Executive Director, 215-686-9450
For Immediate Release: June 11, 2015

PHILADELPHIA – On June 10, 2015, the Board of Ethics approved settlement agreements with the following seven political committees resolving violations of the City's campaign finance law for the late filing of campaign finance reports:

1. Anna Verna Committee;
2. Bob Brady for Congress;
3. Friends of Andy Toy;
4. iHeart Media, Inc. – Clear Channel Outdoor PAC;
5. ILA Local 1291 PAC;
6. Phila AFL CIO PAC; and
7. Society Hill Towers 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 administering, enforcing, and interpreting the City's campaign finance law, lobbying law, political activity restrictions, and standards of conduct and ethics laws.

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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 Anna Verna Committee ("Verna PAC"), and Patricia Rafferty, the Treasurer for the Anna Verna Committee, 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. Verna PAC is a political committee based in Philadelphia. Verna PAC has previously filed campaign finance reports with the Board.

C. Patricia Rafferty is the treasurer of Verna 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. Verna PAC made contributions to candidates 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 26, 2015, Board enforcement staff notified Verna PAC of its failure to file a 2015 cycle 2 report with the Board. Verna PAC filed its 2015 cycle 2 report with the Board on May 29, 2015.

I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Verna 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. Verna PAC and Patricia Rafferty 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. Verna PAC and Patricia Rafferty 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 Verna PAC and Patricia Rafferty'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, Verna PAC and Patricia Rafferty 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: 6-8-15

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

By the Anna Verna Committee:

Dated: June 3 2015

Patricia Rafferty, Treasurer

By Patricia Rafferty:

Dated: June 3 2015

Approved by the Board of Ethics:

Dated: 6/10/15

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, Bob Brady for Congress, and Louis Farinella, 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. Bob Brady for Congress is a political committee based in Philadelphia. Bob Brady for Congress has previously filed campaign finance reports with the Board.

C. Louis Farinella is the treasurer of Bob Brady for Congress.

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. Bob Brady for Congress 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 26, 2015.

I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Bob Brady for Congress' 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. Bob Brady for Congress and Louis Farinella 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. Bob Brady for Congress and Louis Farinella 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 Bob Brady for Congress' and Louis Farinella'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, Bob Brady for Congress and Louis Farinella 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: 6-8-15

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

By Bob Brady for Congress

Dated: 6-3-15

Louis Farinella, Treasurer

By Louis Farinella

Dated: 6-3-15

Approved by the Board of Ethics:

Dated: 6/10/15

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 Andy Toy, and Andy Toy, 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 Andy Toy is a political committee based in Philadelphia. Friends of Andy Toy has previously filed campaign finance reports with the Board.

C. Paul Marcus is the treasurer of Friends of Andy Toy.

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 Andy Toy 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 2, 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 Andy Toy'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. Andy Toy 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 Andy Toy and Andy Toy 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 Andy Toy and Andy Toy 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 Andy Toy and Andy Toy 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: 6-9-15

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

By Friends of Andy Toy

Dated: 6/8/15

Paul Marcus, Treasurer

By Andy Toy

Dated: 6/8/15

Approved by the Board of Ethics:

Dated: 6/10/15

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, iHeartMedia, Inc. - Clear Channel Outdoor PAC, and Scott Hamilton, treasurer of iHeartMedia, Inc. - Clear Channel Outdoor 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. iHeartMedia, Inc. - Clear Channel Outdoor PAC is a political committee based in San Antonio, Texas. iHeartMedia, Inc. - Clear Channel Outdoor PAC has previously filed campaign finance reports with the Board.

C. Scott Hamilton is the treasurer of iHeartMedia, Inc. - Clear Channel Outdoor 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. iHeartMedia, Inc. - Clear Channel Outdoor 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 21, 2015.

I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. iHeartMedia, Inc. - Clear Channel Outdoor PAC 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. iHeartMedia, Inc. - Clear Channel Outdoor PAC and Scott Hamilton 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. iHeartMedia, Inc. - Clear Channel Outdoor PAC and Scott Hamilton 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 iHeartMedia, Inc. - Clear Channel Outdoor PAC's and Scott Hamilton'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, iHeartMedia, Inc. - Clear Channel Outdoor PAC and Scott Hamilton 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: 6-3-2015

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

By iHeartMedia, Inc. - Clear Channel Outdoor PAC

Dated: 5/29/15

Scott Hamilton, Treasurer

By Scott Hamilton

Dated: 5/29/15

Approved by the Board of Ethics:

Dated: 6/10/15

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, ILA Local 1291 PAC, and Martin Mascuilli, the treasurer of ILA Local 1291 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. ILA Local 1291 PAC is a political committee based in Philadelphia. ILA Local 1291 PAC has previously filed campaign finance reports with the Board.

C. Martin Mascuilli is the treasurer of ILA Local 1291 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. ILA Local 1291 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 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. ILA Local 1291 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. ILA Local 1291 PAC and Martin Mascuilli 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. ILA Local 1291 PAC and Martin Mascuilli 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 ILA Local 1291 PAC's and Martin Mascuilli'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, ILA Local 1291 PAC and Martin Mascuilli 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: 6-3-2015

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

By ILA Local 1291 PAC

Dated: 6-3-15

Martin Mascuilli, Treasurer

By Martin Mascuilli

Dated: 6-3-15

Approved by the Board of Ethics:

Dated: 6/10/15

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, Philadelphia Council of AFL CIO- Political Action Fund ("PHL AFL-CIO PAC"), and Jim Gardler, the Treasurer of PHL AFL-CIO 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. PHL AFL-CIO PAC is a political committee based in Philadelphia, PA. PHL AFL-CIO PAC has previously filed campaign finance reports with the Board.

C. Jim Gardler is the treasurer of PHL AFL-CIO 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. Because PHL AFL-CIO PAC made contributions to candidates for City office during the 2015 cycle 2 reporting period, the committee should have electronically filed those reports 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. PHL AFL-CIO 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. PHL AFL-CIO PAC and Jim Gardler are jointly and severally liable for the 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. PHL AFL-CIO PAC and Jim Gardler 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 PHL AFL-CIO PAC and Jim Gardler'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, PHL AFL-CIO PAC and Jim Gardler 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: 6-3-2015

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

By Philadelphia Council of AFL-CIO Political Action Fund:

Dated: 6/1/2015

Jim Gardler, Treasurer

By Jim Gardler:

Dated: 6/1/2015

Approved by the Board of Ethics:

Dated: 6/10/15

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, Society Hill Towers Community PAC, and Dennis Waterman, the treasurer of Society Hill Towers Community 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. Society Hill Towers Community PAC is a political committee based in Philadelphia. Society Hill Towers Community PAC has previously filed campaign finance reports with the Board.

C. Dennis Waterman is the treasurer of Society Hill Towers Community 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. Society Hill Towers Community PAC made contributions to several candidates 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 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. Society Hill Towers Community 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. Dennis Waterman 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 17, 2015; and
   2.3. $500 by August 14, 2015.

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

3. Society Hill Towers Community PAC and Dennis Waterman 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 the compliance of Society Hill Towers Community PAC and Dennis Waterman 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, Society Hill Towers Community PAC and Dennis Waterman 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: 6-3-2015

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

By Society Hill Towers Community PAC

Dated: 5/29/15

Dennis Waterman, Treasurer

By Dennis Waterman

Dated: 5/29/15

Approved by the Board of Ethics:

Dated: 6/10/15

Michael H. Reed
Chair