

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, Bobby11, and John T. Donohoe, the Treasurer for Bobby11, 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. Bobby11 is the authorized candidate political committee of Bobby Henon. Mr. Henon was a candidate for the City Council 6th District seat in the May 2015 Philadelphia Primary Election and is a candidate for the City Council 6th District seat in the November 2015 General Election.
- C. During the time periods relevant to this agreement, David Driscoll-Knight served as the treasurer for Bobby11. The present treasurer of Bobby11 is John T. Donohoe.
- D. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1, Paragraph 1.19(b), candidates for City office and their political committees are required to electronically file campaign finance reports with the Board.
- E. Pursuant to the City’s Campaign Finance Law, from May 5 through May 19, 2015, within 24 hours of accepting a contribution of \$500 or more, Bobby11 was required to electronically file a campaign finance report with the Board disclosing that contribution.
- F. During the 24 hour reporting period, Bobby11 failed to file four required campaign finance reports with the Board. These reports were due on May 5, May 7, May 13, and May 15, 2015. In mid-June of 2015, Bobby11 contacted Board enforcement staff to self-report that the committee had failed to timely file these reports with the Board. Bobby11 subsequently filed the late reports.
- G. On June 18, 2015, Bobby11 electronically filed a thirty day post primary (cycle 3) campaign finance report with the Board. The report omitted a substantial amount of the committee’s contributions received and expenditures made during the reporting period.
- H. Bobby11 was in regular contact with Board enforcement staff regarding the omissions in its cycle 3 campaign finance report. On July 31, 2015, Bobby11 electronically filed with the Board an amended cycle 3 campaign finance report correcting the reporting errors in the original report.
- I. Pursuant to Philadelphia Code § 20-1006(4) and Regulation No. 1, Paragraph 1.24, the making of a material misstatement or omission in a report filed with the Board is a violation of the City’s Campaign Finance Law.

- J. In addition to self-reporting the above 24 hour violations, at all times, Bobby11 has fully cooperated with the Board's investigation and resolution of the matters described in this Agreement.
- K. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

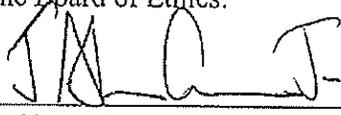
The Parties agree that:

1. Bobby11's late filing of four 24 hour reports with the Board violated Philadelphia Code § 20-1006(1) and is subject to a civil monetary of \$2,000.
2. By omitting a substantial amount of its contributions received and expenditures made during the cycle 3 reporting period, Bobby11 made material omissions in the cycle 3 campaign finance report it filed with the Board on June 18, 2015, which is a violation of Philadelphia Code § 20-1006(4), and is subject to a civil monetary penalty of \$1,000.
3. Bobby11 and Mr. Donohoe are jointly and severally liable for the aggregate civil monetary penalty of \$3,000, 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.
4. Bobby11 and Mr. Donohoe 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 this Agreement.
5. In consideration of the above and in exchange for the compliance of Bobby11 and Mr. Donohoe 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.
6. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
7. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, Bobby11 and Mr. Donohoe 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.
8. The Agreement contains the entire agreement between the Parties.
9. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
10. 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.

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

By the Executive Director of
the Board of Ethics:

Dated: 10/21/15



J. Shane Creamer, Jr.

By Bobby I:

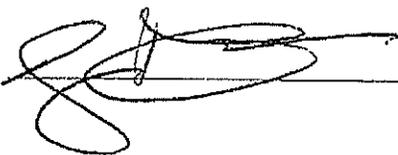
Dated: 10/19/15



John T. Donohoe, Treasurer

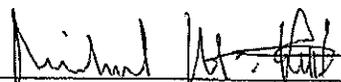
By John T. Donohoe:

Dated: 10/19/15



Approved by the Board of Ethics:

Dated: 12/16/15



Michael H. Reed
Chair