

## **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, the Hon. Al Taubenberger, and Taubenberger for Philadelphia, 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. Taubenberger for Philadelphia is the authorized candidate political committee of the Hon. Al Taubenberger, who is a Philadelphia City Councilman, and was a candidate for the Republican nomination for a Philadelphia City Council at-Large seat in the 2015 May Primary Election and the 2015 November General Election.
- C. On November 4, 2011, Taubenberger for Philadelphia accepted a loan of \$5,000 from the Committee to Re-Elect John Taylor. On December 6, 2011, Taubenberger for Philadelphia re-paid \$500 of the loan. In December 2014, the Committee to Re-Elect John Taylor forgave \$286 of the debt. As of December 31, 2014, Taubenberger for Philadelphia owed the Committee to Re-Elect John Taylor \$4,214.
- D. On January 28, 2015, Taubenberger for Philadelphia electronically filed with the Board a 2014 annual (cycle 7) campaign finance statement. The statement did not disclose that the Committee to Re-Elect John Taylor had forgiven \$286 of the debt owed by Taubenberger for Philadelphia.
- E. In 2015, while Mr. Taubenberger was a candidate for City office, Taubenberger for Philadelphia electronically filed three separate campaign finance reports with the Board that failed to disclose the \$4,214 debt Taubenberger for Philadelphia owed the Committee to Re-Elect John Taylor. Those three reports were the second Friday pre-primary (cycle 2) report; the thirty day post-primary (cycle 3) report; and the sixth Tuesday pre-election (cycle 4) report.
- F. Pursuant to Philadelphia Code § 20-1006(4) and Regulation No. 1, Paragraph 1.24, the making of a material misstatement or omission in a campaign finance report filed with the Board is a violation of the City’s Campaign Finance Law.
- G. At all times, Taubenberger for Philadelphia and Mr. Taubenberger have fully cooperated with the Board’s investigation and resolution of the matters described in this Agreement. After being contacted by Board enforcement staff, Taubenberger for Philadelphia electronically filed with the Board amended reports correcting the omissions from the committee’s 2014 and 2015 campaign finance reports.
- H. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

## **AGREEMENT**

The Parties agree that:

1. In failing to properly disclose the debt it owed to the Committee to Re-Elect John Taylor, Taubenberger for Philadelphia made material omissions from campaign finance reports it filed with the Board, thereby violating Philadelphia Code § 20-1006(4).
2. The Hon. Al Taubenberger shall pay a civil monetary penalty of \$1,000 for the violation described in Paragraph 1, which he shall pay 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. Taubenberger for Philadelphia and Mr. Taubenberger 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.
4. In consideration of the above and in exchange for the compliance of Taubenberger for Philadelphia and Mr. Taubenberger 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, Taubenberger for Philadelphia and Mr. Taubenberger 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. 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:

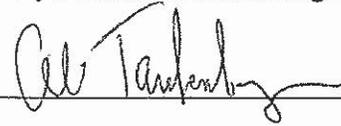
Dated: 1/28/16



J. Shane Creamer, Jr.

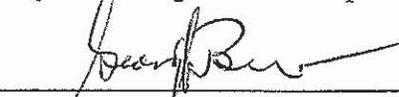
By the Hon. Al Taubenberger:

Dated: 1/27/16



By Taubenberger for Philadelphia:

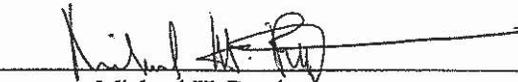
Dated: 1/27/16



George Brenner, Treasurer

Approved by the Board of Ethics:

Dated: 2/17/16



Michael H. Reed  
Chair