

THIS SETTLEMENT AGREEMENT is entered into between the Philadelphia Board of Ethics (hereinafter "the Board"), and the Honorable Chaka Fattah (hereinafter "Candidate Fattah").

## RECITALS

- A. Candidate Fattah declared his candidacy for the City elective office of mayor on November 18, 2006. As a declared candidate for mayor, Candidate Fattah is subject to the City's campaign finance law. That law grants jurisdiction to the Board and mandates that the Board enforce its provisions.
- B. On or about January 31, 2007, candidate Fattah filed required 2006 Cycle 7 annual campaign finance reports in an electronic format with the Board for the "Fattah for Mayor Exploratory Committee" ("Exploratory Committee") and the "Fattah for Mayor Committee" (Mayoral Committee").
- C. Candidate Fattah identified the Mayoral Committee as his single candidate committee, pursuant to § 20-1003.
- D. On or about February 12, 2007, the Board sent a letter to candidate Fattah concerning two issues related to expenditures by and contributions to the Exploratory Committee. The first issue involved the single candidate political committee rule in § 20-1003 of the campaign finance law, while the second issue involved the prohibition on spending excess pre-candidacy contributions, contained in § 20-1002(4) of that law. The Board's letter requested detailed information about contributions to and expenditures by the Exploratory Committee.
- E. Candidate Fattah has provided full and complete cooperation with the Board, by providing prompt and highly detailed answers to all of the Boards inquiries.
- F. The parties desire to enter into this Settlement Agreement in order to resolve the issues raised by the Board's inquiry into the Exploratory Committee's contributions and expenditures.

## AGREEMENT

The parties hereto agree as follows:

1. Candidate Fattah's Mayoral Committee agrees to reimburse the Exploratory Committee for the following expenditures that the Board and candidate Fattah agree were made by the exploratory Committee, but should have made by the Mayoral Committee, because they were expenditures that were made to influence candidate Fattah's campaign for office:

- a) Fattah for mayor website expenditures: \$7,598.00
- b) Declaration Event expenditures: \$11,008.88

- c) Other expenditures by the Exploratory Committee:
  - 1) Self correction (on January 9, 2007): \$3,515
  - 2) Miscellaneous additional expenditures related to declaration event, video and photographs: \$14,645.46

2. The Exploratory Committee agrees to return a \$20,000 contribution from an individual that was sent on November 17, 2006, but was not received by the Exploratory Committee until after candidacy was declared, on November 21, 2006.

3. The Exploratory Committee agrees to refund all remaining funds in its account to contributors on a *pro rata* basis.

4. In consideration of the above corrective actions by candidate Fattah, the Board agrees to waive any penalties or fines for the expenditures and contributions described and covered by this Settlement Agreement.

5. This Settlement Agreement contains the entire agreement between the Board and candidate Fattah with regard to the matters set forth herein.

9. Effectiveness

This Settlement Agreement shall become effective on execution.

By the Board:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richard Glazer, Esquire, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
J. Shane Creamer, Jr., Esquire  
Interim Executive Director

By the Candidate:

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Chaka Fattah

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gregory M. Harvey, Esquire