

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into between the Board of Ethics of the City of Philadelphia, the Honorable Curtis Jones, Jr., Friends of Curtis Jones, Jr., Karen Lewis, the Treasurer of Friends of Curtis Jones, Jr., 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 an independent, five-member City board established in 2006 through voter approval of an amendment to the Philadelphia Home Rule Charter. Pursuant to Section 4-1100 of the Home Rule Charter, the Board is charged with administering and enforcing the City’s Campaign Finance Law, which is found at Chapter 20-1000 of the Philadelphia Code and Board Regulation No. 1 (Campaign Finance).
- B. The Honorable Curtis Jones, Jr. is the City Council member representing the 4th Councilmanic District in Philadelphia. He was a candidate for City Council in the 4th Councilmanic District in the 2019 Primary and General Elections. Councilman Jones registered and authorized Friends of Curtis Jones, Jr. as the candidate political committee to receive contributions and make expenditures on behalf of his candidacy. Karen Lewis is the Treasurer of Friends of Curtis Jones, Jr.
- C. Pursuant to Philadelphia Code § 20-1002(12) and Regulation No. 1, Paragraphs 1.2 and 1.6, a candidate for City elective office cannot accept contributions of more than \$3,000 per calendar year from an individual.
- D. Pursuant to Philadelphia Code § 20-1301(1) and Regulation No. 1, Paragraph 1.50, the acceptance of an excess contribution by a candidate for City elective office is subject to a civil monetary penalty of three times the excess portion, or \$2,000, whichever is less.
- E. In September of 2019, Board Enforcement Staff conducted a review of campaign finance filings that revealed that Friends of Curtis Jones, Jr. had potentially accepted an excess contribution from Jack Bienenfeld. As a result, Board Enforcement Staff opened an investigation in the course of which they took statements under oath from witnesses and obtained documents. At all times, Councilman Jones, Friends of Curtis Jones, Jr., and Ms. Lewis fully cooperated with the investigation.
- F. On January 5, 2019, March 2, 2019, and April 25, 2019, Jack Bienenfeld made contributions of \$1,000 to Friends of Curtis Jones, Jr. These contributions totaled \$3,000 and were the maximum that Mr. Bienenfeld was allowed to contribute in 2019 to Councilman Jones’ campaign committee under the City’s Campaign Finance Law.
- G. On August 12, 2019, Jack Bienenfeld made an additional \$1,000 contribution to Friends of Curtis Jones, Jr., which was subsequently deposited into the committee’s bank account. Because Mr. Bienenfeld had already made contributions totaling \$3,000 to Friends of Curtis Jones, Jr., the contribution of \$1,000 exceeded the City’s contribution limits by \$1,000.
- H. The Parties desire to enter into this Agreement in order to resolve the issues described herein.


AGREEMENT

The Parties agree that:

1. The August 12, 2019 contribution of \$1,000 from Jack Bienenfeld to the Jones campaign exceeded the City's contribution limits by \$1,000, in violation of Philadelphia Code § 20-1002(12). Councilman Jones and Friends of Curtis Jones, Jr. are jointly and severally liable for a civil monetary penalty of \$2,000 for this violation, which shall be due within 14 days of the effective date of the Agreement. Payment shall be made by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board.
2. Friends of Curtis Jones, Jr. shall disgorge \$1,000, the amount of the excess contribution, within 14 days of the effective date of the Agreement. Payment shall be made by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board.
3. Councilman Jones, Friends of Curtis Jones, Jr., and Ms. Lewis 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 violations described in the Agreement.
4. In consideration of the above and in exchange for the compliance of Councilman Jones, Friends of Curtis Jones, Jr., and Ms. Lewis 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, Councilman Jones, Friends of Curtis Jones, Jr., and Ms. Lewis 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. The effective date of the Agreement shall be the date the Board approves the Agreement.
9. 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 any party and, except this paragraph, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

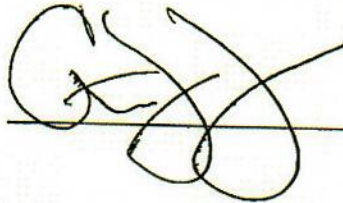
Dated: 11/15/19



J. Shane Creamer, Jr.

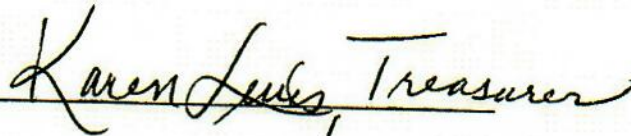
By the Honorable Curtis Jones, Jr.

Dated: 11-15-19



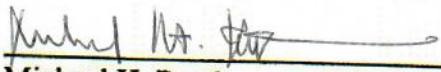
By Friends of Curtis Jones, Jr:

Dated: November 15, 2019



Karen Lewis, Treasurer

Approved by the Board of Ethics on 11/20/2019.



Michael H. Reed
Chair