

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 of Ethics, Kristen Stoner, the Treasurer of the Seth Williams Victory Committee, and the Seth Williams Victory Committee, 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.
- B. R. Seth Williams, Esq. is the District Attorney for Philadelphia. He has held City elective office since 2009.
- C. Mr. Williams was a candidate for District Attorney in the upcoming May 2017 Primary Election. Mr. Williams announced his candidacy for District Attorney in December 2016. He withdrew his candidacy for District Attorney in February 2017.
- D. In 2016, Mr. Williams designated the political committee the Seth Williams Victory Committee as the one committee to accept contributions and make expenditures for his campaign for District Attorney. Prior to 2016, Mr. Williams had used the Committee to Elect Seth Williams as his candidate committee.
- E. Kristen Stoner is the treasurer of the Seth Williams Victory Committee.
- F. Pursuant to Philadelphia Code § 20-1006(1)(a)(.1) and Regulation No. 1, Paragraph 1.20(a), candidate political committees are required to electronically file campaign finance reports with the Board. 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 violates the City’s Campaign Finance Law.
- G. Pursuant to Philadelphia Code § 20-1302, the maximum penalty for a violation of Philadelphia Code § 20-1006(4) and Regulation No. 1, Paragraph 1.24 is \$2,000.
- H. In February of 2017, Board enforcement staff discovered that the Seth Williams Victory Committee made material omissions by failing to disclose a contribution and numerous expenditures in the 2016 cycle 7 campaign finance report it filed with the Board on January 31, 2017. A list of all the omissions from the report is attached to this Agreement as Exhibit A.
- I. When Board enforcement staff brought these omissions to the attention of the Seth Williams Victory Committee, the committee promptly acknowledged the omissions and agreed to resolve the matter by settlement.

- J. On April 4, 2017 the Seth Williams Victory Committee electronically filed with the Board an amended 2016 cycle 7 campaign finance report that discloses the transactions omitted from the original report.
- K. At all times, the Seth Williams Victory Committee and Ms. Stoner have fully cooperated with the Board's investigation.
- L. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

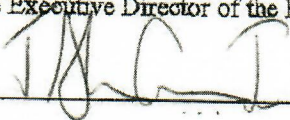
The Parties agree that:

1. By failing to disclose a contribution and numerous expenditures in the 2016 cycle 7 campaign finance report it filed with the Board, the Seth Williams Victory Committee violated Philadelphia Code § 20-1006(4), and is subject to a civil monetary penalty of \$2,000, for which the Committee and Ms. Stoner are jointly and severally liable.
2. Payment shall be by check or money order made payable to the City of Philadelphia and delivered to the offices of the Board within 14 days of the effective date of the Agreement.
3. Ms. Stoner and the Seth Williams Victory Committee 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 Ms. Stoner and the Seth Williams Victory Committee 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 Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Ms. Stoner and the Seth Williams Victory Committee shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by City or Board 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 Agreement shall become effective upon approval by the Board.

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 either party and, except for this paragraph, nothing in the Agreement shall be effective.

By the Executive Director of the Board of Ethics:

Dated: 4/21/17



J. Shane Creamer, Jr.
Executive Director

By the Seth Williams Victory Committee:


Dated: 4/20/17



Kristen Stoner, Treasurer

By Kristen Stoner:

Dated: 4/20/17



Approved by the Board of Ethics on 4/26/2017



Michael H. Reed, Esquire
Chair

EXHIBIT A

Contributions and Expenditures Omitted from Seth Williams Victory Committee 2016 Cycle 7

Contributor	Date	Amount	
Committee to Elect Seth Williams	2/9/16	\$5,051.92	
Expenditure	Date	Amount	Description
Doug Rickards	2/9/2016	\$2,427.87	Reimbursement-Travel, Parking, Phone
PA Dept. of Revenue	2/9/2016	\$58.11	Tax Return Fees
Postmaster	2/9/2016	\$9.80	Postage
Union League of Philadelphia	2/9/2016	\$746.58	Membership Dues
Public Storage	2/18/2016	\$290.60	Storage Unit for Campaign Office Supplies
Temple Law School	2/18/2016	\$500.00	914823150-Donation for Fundraiser
Bank Fees	2/18/2016	194.98	Check Printing
Bank Fees	2/18/2016	50.42	Check Printing
Doug Rickards	3/18/2016	\$341.62	Reimbursement-Phones
Public Storage	3/18/2016	\$290.60	Unit G618-Storage Unit for Campaign Office Supplies
AT&T Wireless	3/18/2016	\$226.97	Campaign Phone Bill
Lisette Gonzalez	4/28/2016	\$2,216.99	Consulting Services-Fundraising Services
AT&T Wireless	4/28/2016	\$822.14	Campaign Phone Bill
Union League of Philadelphia	4/28/2016	\$2,497.25	Membership Dues and Expenses
Mustafa Rashed	11/22/2016	\$1,000.00	Consulting Services
Bank Fees	12/30/2016	\$4.00	Statement Fees