

## **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, Taubenberger for Philadelphia, and the Honorable Al Taubenberger, jointly referred to as “the Parties.”

### **RECITALS**

- A. The Board of Ethics of the City of Philadelphia (“the Board”) is an independent, five-member City board established in 2006 by 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, among other things, administering and enforcing the City’s Campaign Finance Law (Philadelphia Code Chapter 20-1000 *et seq.*; Regulation No. 1).
- B. Taubenberger for Philadelphia is the authorized candidate political committee of the Honorable Al Taubenberger. Mr. Taubenberger was an at-large member of the Philadelphia City Council from 2016 to 2020. Mr. Taubenberger ran for re-election of that seat in the 2019 May Primary and 2019 November General Election. George Brenner is the Treasurer of Taubenberger for Philadelphia. Mr. Brenner resigned from his position as Treasurer in December 2020. Mrs. Joanne Taubenberger is now the Treasurer of Taubenberger for Philadelphia.
- C. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1, Paragraph 1.23, a campaign finance report filed with the Board shall disclose any debt incurred during the relevant reporting period, including the name and address of the creditor, the amount of debt owed, the date the debt was incurred, and a description of the debt.
- D. 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. Failing to report a debt as described in Paragraph C in a campaign finance report can constitute a material misstatement or omission.
- E. On February 17, 2016, the Board approved a Settlement Agreement between the Parties to resolve Taubenberger for Philadelphia’s violation of Philadelphia Code § 20-1006(4) for failing to properly disclose unpaid debt in its 2014 and 2015 campaign finance reports.
- F. In July 2020, Board enforcement staff received information alleging potential violations of the City’s Campaign Finance Law by Taubenberger for Philadelphia. Accordingly, the Executive Director opened an investigation.
- G. The investigation found that on or about February 15, 2019, Mr. Taubenberger retained the services of the political consulting firm Mickbud LLC, owned and operated by Vincent Fenerty. Under the terms of their oral agreement, Mickbud LLC would provide campaign management and consulting services to Mr. Taubenberger for approximately \$3,500.00 per month. The parties agreed that Mickbud LLC would invoice Mr. Taubenberger at the conclusion of his 2019 campaign.

- H. From February 15, 2019 to November 5, 2019, Mickbud LLC provided the agreed upon consulting service to Mr. Taubenberger's campaign.
- I. The parties agree that Mr. Brenner was unaware of the agreement between Mickbud LLC and Mr. Taubenberger during this time. Mr. Brenner resigned from his position as Treasurer of Taubenberger for Philadelphia in December 2020.
- J. Taubenberger for Philadelphia electronically filed seven 2019 campaign finance reports with the Board as required under Philadelphia Code § 20-1006 (corresponding to Cycles 1-7; multiple 24-hour reports corresponding to Cycle 10 and 11 were also filed). The Cycle 1-6 reports did not disclose any unpaid debt to Mickbud LLC, despite the campaign's receipt of their services. This debt continued to accrue over the Cycle 1-6 reporting periods and remained unreported.
- K. On November 25, 2019, Mickbud LLC sent Mr. Taubenberger its only bill for services, totaling \$32,000.00.
- L. On December 3, 2019, Taubenberger for Philadelphia paid the November 25, 2019 invoice. The 2019 Annual (Cycle 7) campaign finance report disclosed the \$32,000.00 expenditure made to Mickbud LLC.
- M. Pursuant to Philadelphia Code §§ 20-1008 and 20-1302 and Regulation No. 1, Paragraph 1.59, the penalty for a violation of Philadelphia Code § 20-1006(4) is \$1,000, which can be increased to \$2,000 if aggravating factors are present and decreased to \$250 if mitigating factors are present.
- N. After being contacted by Board enforcement staff, Taubenberger for Philadelphia electronically filed six amended campaign finance reports correcting the omissions. The amendments now correctly reflect Mickbud LLC's accruing debt throughout 2019:
  - Cycle 1: Amended to show an unpaid debt of \$5,708.00 to Mickbud LLC
  - Cycle 2: Amended to show an unpaid debt of \$9,870.00 to Mickbud LLC
  - Cycle 3: Amended to show an unpaid debt of \$13,978.00 to Mickbud LLC
  - Cycle 4: Amended to show an unpaid debt of \$25,519.00 to Mickbud LLC
  - Cycle 5: Amended to show an unpaid debt of \$29,926.00 to Mickbud LLC
  - Cycle 6: Amended to show an unpaid debt of \$32,000.00 to Mickbud LLC
- O. The Parties desire to enter into this Agreement to resolve the issues described herein.

## **AGREEMENT**

The Parties agree that:

1. By making the material omissions in the 2019 campaign finance reports filed with the Board that are described in Paragraphs H and J, Taubenberger for Philadelphia violated Philadelphia Code § 20-1006(4) and is subject to a civil monetary penalty of \$2,000.00.
2. Payment shall be made within thirty (30) days of the effective date of the Agreement 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. The Board waives any further penalties or fines against Taubenberger for Philadelphia 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: 1/19/21

J. Shane Creamer, Jr.  
J. Shane Creamer, Jr., Executive Director

By Taubenberger for Philadelphia:

Dated: Jan. 18, 2021

Joanne Taubenberger, Treasurer  
Joanne Taubenberger, Treasurer

By the Hon. Al Taubenberger:

Dated: Jan 18, 2021

Al Taubenberger  
The Hon. Al Taubenberger

Approved by the Board of Ethics:

Dated: 1/20/2021

Michael H. Reed, Jr.  
Michael H. Reed, Chair