

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, and Will Mega, 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.
- B. Citizens for Will Mega was the authorized candidate political committee of Will Mega, who was a candidate for the Democratic nomination for Philadelphia City Commissioner in the 2015 May Primary Election. Citizens for Will Mega was terminated on June 17, 2015.
- C. Pursuant to Philadelphia Code § 20-1006(1)(a) and Regulation No. 1, Paragraph 1.19(b), candidates for City office and their political committees are required to electronically file campaign finance reports with the Board.
- D. May 8, 2015 was the deadline for candidate political committees to file a second Friday pre-primary (cycle 2) campaign finance report.
- E. As a candidate political committee, Citizens for Will Mega, was required to file a cycle 2 campaign finance report with the Board by May 8, 2015. However, the committee did not file its 2015 cycle 2 report with the Board until May 17, 2015.
- F. Additionally, pursuant to the City’s Campaign Finance Law, from May 5 through May 19, 2015, within 24 hours of accepting a contribution of \$500 or more, Citizens for Will Mega was required to electronically file a campaign finance report with the Board disclosing that contribution.
- G. During the 24 hour reporting period, Citizens for Will Mega failed to file two required campaign finance reports with the Board disclosing a May 9, 2015 contribution from Leonard Hill and a May 12, 2015 contribution from Will Mega. Citizens for Will Mega filed its 2015 pre-primary election 24 hour reports with the Board on October 21, 2015.
- H. Citizens for Will Mega disclosed the contributions from Mr. Hill and Mr. Mega in the cycle 2 report the committee filed with the Board on May 17, 2015. Because the committee received these contributions after the close of the cycle 2 reporting period, the committee should have disclosed them on the thirty day post-primary (cycle 3) report, not the cycle 2 report.
- I. Mr. Mega has fully cooperated with the Board’s investigation and resolution of the matters described in this Agreement.

- J. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties agree that:

1. Citizens for Will Mega's late filing of its 2015 cycle 2 campaign finance report with the Board violated Philadelphia Code § 20-1006(1) and is subject to a civil monetary penalty of \$1,500.
2. Citizens for Will Mega's late filing of two 24 hour campaign finance reports with the Board violated Philadelphia Code § 20-1006(1) and is subject to a civil monetary penalty of \$1,500.
3. Mr. Mega is liable for the aggregate civil monetary penalty of \$3,000 which shall be paid on the following schedule:
 - (A) \$500 within 30 days of the effective date of the Agreement;
 - (B) \$500 by January 31 2016;
 - (C) \$250 by February 29, 2016;
 - (D) \$250 by March 31, 2016;
 - (E) \$250 by April 30, 2016;
 - (F) \$250 by May 31, 2016;
 - (G) \$250 by June 30, 2016;
 - (H) \$250 by July 31, 2016;
 - (I) \$250 by August 31, 2016; and
 - (J) \$250 by September 30, 2016.


Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.

4. Mr. Mega releases and holds 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 the Agreement.
5. In consideration of the above and in exchange for Mr. Mega's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against him for the violations described in the Agreement.
6. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
7. If the Ethics Board is forced to seek judicial enforcement of the Agreement, and prevails, Mr. Mega shall be liable for attorneys' fees and costs reasonably expended in enforcing compliance with the Agreement. Fees for time spent by Board staff attorneys shall be calculated based upon standard and customary billing rates in Philadelphia for attorneys with similar experience.

- 8. The Agreement contains the entire agreement between the Parties.
- 9. The Executive Director will submit a signed copy of the Agreement to the Board for approval.
- 10. The Agreement shall become effective upon approval by the Board. The effective date of the Agreement shall be the date the Board approves the Agreement.
- 11. 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:

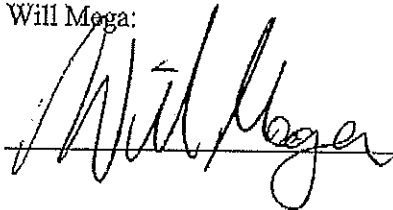
Dated: 12/10/15



 J. Shane Creamer, Jr.


By Will Moga:

Dated: 12/9/15



Approved by the Board of Ethics:

Dated: 1/20/16



 Michael H. Reed
 Chair