

## **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, Williams for Mayor, and Paula Wright, the treasurer of Williams for Mayor, 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 which is found at Chapter 20-1000 of the Philadelphia Code.
- B. Williams for Mayor is the authorized candidate political committee of Anthony Hardy Williams, who was a candidate for the Democratic nomination for Mayor in the 2015 May primary election.
- C. Paula Wright is the treasurer of Williams for Mayor.
- D. 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.
- E. 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, Williams for Mayor was required to electronically file a campaign finance report with the Board disclosing that contribution.
- F. During the 24 hour reporting period, Williams for Mayor should have electronically filed a campaign finance report with the Board on May 8, 2015 disclosing fifteen contributions, but failed to do so. The committee did disclose the contributions in the 2015 post-primary (Cycle 3) campaign finance report it filed with the Board.
- G. In addition, a 24 hour report Williams for Mayor electronically filed with the Board on May 19, 2015 omitted the following three contributions it received on May 18, 2015:
  - 1. \$500 from Jeremiah White on May 18, 2015;
  - 2. \$1,000 from Marley, LP on May 18, 2015; and
  - 3. \$1,000 from Matthew G. Cummings on May 18, 2015.

The committee did disclose the contributions in the 2015 post-primary (Cycle 3) campaign finance report it filed with the Board.

- H. Williams for Mayor made a good faith effort to comply with the City's Campaign Finance Law during the 24 hour reporting period by filing ten of the eleven reports it was required to file with the Board. Williams for Mayor has also fully cooperated with Board enforcement staff in the resolution of this matter. After being contacted by Board enforcement staff, Williams for Mayor electronically filed with the Board its late 24 hour campaign finance report. Additionally, Williams for Mayor filed an amended report with the Board correcting the omissions from the committee's 24 hour report.
- I. The Parties desire to enter into this Agreement in order to resolve the issues described herein.

## **AGREEMENT**

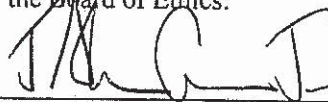
The Parties agree that:

1. Williams for Mayor's late filing of a 24 hour report with the Board violated Philadelphia Code § 20-1006(1) and is subject to a civil monetary of \$1,500.
2. By making material omissions from a 24 hour report it filed with the Board, Williams for Mayor violated Philadelphia Code § 20-1006(4), and is subject to a civil monetary penalty of \$1,500.
3. Ms. Wright and Williams for Mayor are jointly and severally liable for the aggregate civil monetary penalty of \$3,000, which they shall pay within 14 days of the effective date of the Agreement. Payment shall be by check made payable to the City of Philadelphia and delivered to the offices of the Board.
4. Ms. Wright and Williams for Mayor 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.
5. In consideration of the above and in exchange for the compliance of Ms. Wright and Williams for Mayor 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.
6. The Parties will not make any public statements that are inconsistent with the terms of the Agreement.
7. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, Ms. Wright and Williams for Mayor 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.
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 Chair signs 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.

Dated: 10/5/15


By the Executive Director of  
the Board of Ethics:



J. Shane Creamer, Jr.

Dated: 9/21/15

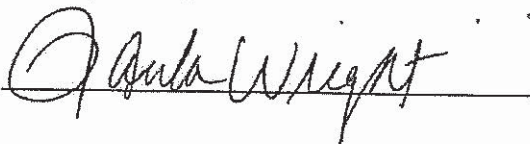
By Williams for Mayor:



Paula Wright, Treasurer

Dated: 9/21/15

By Paula Wright:



Approved by the Board of Ethics:

Dated: 10/21/15



Michael H. Reed  
Chair