

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and among the Board of Ethics of the City of Philadelphia (the “Board”); J. Shane Creamer, Jr., Executive Director of the Board (the “Executive Director”); and CBL Real Estate LLC (“CBL”); jointly referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Board is an independent, five-member board of the City of Philadelphia (the “City”) 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 and Chapter 20-1200 of the Philadelphia Code, the Board is charged with administering and enforcing the standards of governmental conduct and ethics for City, including the reporting of lobbying activity.
- B. CBL is a registered lobbying principal that has engaged in direct lobbying.
- C. Pursuant to Section 20-1203(2)(a) of the Philadelphia Code, registered lobbying principals in Philadelphia “must identify the subject matter, issue, administrative action, or legislative action (including bill number) being lobbied.”
- D. CBL submitted a lobbying expense report dated July 28, 2022 for the months of April to June, 2022 and another lobbying expense report dated October 31, 2022 for the months of July to September in 2022 (collectively, the “Expense Reports”).
- E. CBL disclosed direct communications on the Expense Reports.
- F. The Expense Reports filled in the “Subject(s) of Lobbying”, “Lobbying Category”, “Position Taken”, “Department or Agency”, and “Name of City Official”, but the “Subject Matter” was omitted from the “Direct Communications” section of the Expense Reports.
- G. At the request of the Executive Director, CBL amended the Expense Reports on January 23, 2023 by filling in “sports arena” as the “Subject Matter” in the “Direct Communications” section of the Expense Reports.
- H. CBL fully cooperated with the Board’s investigation and resolution of the matter described in this Agreement.
- I. The Parties desire to enter into this Agreement to resolve the issues described herein.

AGREEMENT

The Parties hereby agree to the following:

- 1. The Recitals paragraphs A through I above are made part of this Agreement as if fully set forth herein.
- 2. By omitting the “Subject Matter” from the Expense Reports, CBL violated the requirements of Philadelphia Code Section 20-1203(2)(a). Pursuant to this Agreement, the civil monetary penalty is \$4,000.
- 3. CBL shall pay the above amount in full by check or money order made payable to the City of Philadelphia and delivered to the Board’s office at the following address:

City of Philadelphia Board of Ethics
One Parkway Building
1515 Arch Street


18th Floor
Philadelphia, PA 19102

4. CBL releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action by CBL 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 CBL's compliance with the terms of the Agreement, the Board waives any further penalties or fines against CBL for the violations described in the Agreement.
6. The Parties shall 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, CBL 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 Agreement is severable. If any court of competent jurisdiction determines that any paragraph or part set forth in the Agreement is unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect as if the unenforceable paragraphs or parts were omitted.
10. Upon execution of the Agreement by CBL, the Executive Director shall submit a signed copy of the Agreement to the Board for approval.
11. The Agreement shall become effective only upon approval by the members of the Board. The effective date of the Agreement is the date the Board Chair signs the Agreement.
12. 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.
13. If the Board approves the proposed Agreement, the Board shall make the Agreement available to the public as required by Board Regulation 2.27 by posting the Agreement to the Board's website.

In witness whereof, the Parties hereto have executed the Agreement on the dates set forth below:

**By the Executive Director of
the Board of Ethics:**


Dated: 6/1/23



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

By CBL Real Estate LLC:

Dated: June 1, 2023



Brad Shron, Esq., *Counsel*

Approved by the Board of Ethics:

Dated: June 5, 2023



Michael H. Reed, *Chair*