

## **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 Tariq Karim El-Shabazz, Undersheriff of the Philadelphia Sheriff’s Office (the “Undersheriff”); 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 20-600 of the Philadelphia Code, the Board is charged with administering and enforcing the standards of governmental conduct and ethics for City employees, including restrictions on the representation of individuals in transactions involving the City.
- B. The Undersheriff has served in the Philadelphia Sheriff’s Office since his appointment on May 10, 2021.
- C. Pursuant to Section 20-602(1)(a) of the Philadelphia Code, City employees are prohibited from representing another person in any transaction involving the City.
- D. Since his appointment, the Undersheriff has maintained a private legal practice, part of which previously included representing criminal defendants prosecuted by the Philadelphia County District Attorney’s Office (the “District Attorney”).
- E. The Undersheriff fully cooperated with the Board’s investigation and resolution of the matter described in this agreement.

### **AGREEMENT**

The Parties hereby agree to the following:

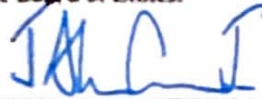
- 1. The Recitals paragraphs A through E above are made part of this Agreement as if fully set forth herein.
- 2. By representing defendants in cases prosecuted by the District Attorney, the Undersheriff violated Philadelphia Code Section 20-602(1)(a). The total civil monetary penalty for these violations is \$16,000.
- 3. The Undersheriff shall pay the total civil monetary penalty in full by check or money order made payable to the City of Philadelphia and delivered no later than thirty (30) days after the effective date of the Agreement to the Board’s office at the following address:
  - City of Philadelphia Board of Ethics  
One Parkway Building  
1515 Arch Street  
18<sup>th</sup> Floor  
Philadelphia, PA 19102
- 4. The Undersheriff represents and warrants that, as of the effective date of the Agreement, he has ceased representing defendants in cases prosecuted by the District Attorney.

5. The Undersheriff shall refrain from representing defendants in cases prosecuted by the District Attorney, or any other representation that would violate Section 20-602(1)(a), for the remainder of his employment with the City.
6. The Undersheriff 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.
7. In consideration of the above and in exchange for the Undersheriff's compliance with the terms of the Agreement, the Board waives any further penalties or fines against the Undersheriff for the violations described in the Agreement.
8. The Parties shall not make any public statements that are inconsistent with the terms of the Agreement.
9. If the Board or the City is forced to seek judicial enforcement of this Agreement, and prevails, the Undersheriff 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.
10. The Agreement contains the entire agreement between the Parties.
11. 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.
12. Upon execution of the Agreement by the Undersheriff, the Executive Director shall submit a signed copy of the Agreement to the Board for approval.
13. 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.
14. 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.
15. 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:

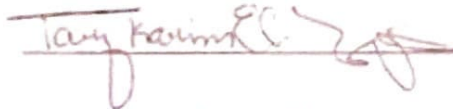
Dated: 2/16/23



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

By Tariq Karim El-Shabazz:

Dated: 2-15-23



Approved by the Board of Ethics:

Dated: 2/22/2023

  
Michael H. Reed, *Chair*