

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and among the City of Philadelphia Board of Ethics (the “Board”); J. Shane Creamer, Jr., the Executive Director of the Board (the “Executive Director”); and Turning Points for Children, P00471 (“Turning Points for Children” or “Respondent”), collectively referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Board is an independent, five-member board of the City of Philadelphia established in 2006 by voter approval of an amendment to the Philadelphia Home Rule Charter (the “Charter”). Pursuant to Section 4-1100 of the Charter and Chapter 20-1200 of the Philadelphia Code (the “Code”), the Board is charged with administering and enforcing Philadelphia’s lobbying law.
- B. Turning Points for Children is a registered principal for the calendar year 2025 pursuant to the City of Philadelphia’s Lobbying Law.

The City’s Lobbying Law: City Code Chapter 20-1200 & Board Regulation No. 9

- C. Philadelphia’s lobbying law is found at Chapter 20-1200 of the Code and Board Regulation No. 9 (“Regulation No. 9”), which provides a detailed interpretation of Chapter 20-1200 (the “Lobbying Law”).
- D. A “principal” is an individual, association, corporation, partnership, business trust or other person that engages in lobbying on its own behalf or on whose behalf a lobbying firm or lobbyist engages in lobbying. Regulation No. 9, ¶ 9.1(z). Principals are required to register with the Board within ten days of incurring expenses for lobbying in that quarter of a calendar year exceeding \$2,500. *Id.* at ¶ 9.2(a).
- E. Regulation No. 9, Paragraph 9.9 requires registered principals to electronically file an expense report with the Board for each quarter in a calendar year, beginning with the quarter in which it registers. If a registered principal’s lobbying expenses are \$2,500 or less in a given quarter, the principal may, in lieu of a report, file a statement so stating. *Id.*
- F. For the period of October 1 through December 31, a registered principal who is required to file must file a Quarter 4 Expense Report or a statement in lieu of the report (collectively “Q4”) by January 30. Regulation No. 9, ¶ 9.8.
- G. The failure to file an expense report as required by Regulation No. 9 is subject to a civil penalty not exceeding \$250 for each late day, provided that the total fines that may be imposed for failure to file a particular registration or report shall not exceed \$2,000. Regulation No. 9, ¶ 9.26.

Background

- H. Turning Points for Children is a registered principal for the calendar year 2025 for purposes of the City of Philadelphia's Lobbying Law.
- I. As a registered principal for the calendar year 2025 for purposes of the City of Philadelphia's Lobbying Law, Turning Points for Children was required to file a Q4 2025 by January 30, 2026.
- J. Turning Points for Children did not file a Q4 2025 by January 30, 2026.
- K. Board staff contacted Turning Points for Children and alerted Turning Points for Children to their failure to file a Q4 2025.
- L. Turning Points for Children filed the Q4 2025 on February 4, 2026.
- M. The Parties desire to enter into the Agreement in order to resolve the issues described herein.

AGREEMENT

The Parties hereby agree to the following:

- 1) **Recitals.** The Recitals above are made part of this Agreement as if fully set forth herein.
- 2) **Civil Monetary Penalties.** The total civil monetary penalty for the violation described below is \$500.00.
Failure to Timely File Q4 2025. By failing to timely file a Q4 2025 with the Board, Turning Points for Children violated Board Regulation No. 9.
- 3) **Payment.** Within 14 days of the effective date of this Agreement, Turning Points for Children agrees to pay the civil penalty of \$500.00. Any payments due on a weekend or holiday shall be delivered no later than the next business day after such weekend or holiday. Payment shall be by check or money order made payable to the City of Philadelphia and delivered pursuant to the above schedule 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) **Respondent Release.** Turning Points for Children 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 matter described in this Agreement.
- 5) **Board Release.** In consideration of the above and in exchange for Turning Points for Children's compliance with the terms of this Agreement, the Board waives any further

penalties or fines against Turning Points for Children for the violation described in this Agreement.

- 6) **Public Statements.** The Parties shall not make any public statements that are inconsistent with the terms of the Agreement.
- 7) **Fees and Costs of Judicial Enforcement.** If the Board is forced to seek judicial enforcement of any part of this Agreement, and prevails, Turning Points for Children 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) **Integration.** This Agreement contains the entire agreement between the Parties.
- 9) **Board Approval.** The Executive Director or their designee shall submit a signed copy of the Agreement to the Board for approval.
- 10) **Effective Date.** The Agreement shall become effective only by approval of the Board. The effective date of the Agreement shall be the date the Board Chair signs the Agreement.
- 11) **Board Rejection.** If the Board rejects the proposed Agreement, presentation to and consideration of this Agreement by the Board shall not preclude the Board or its staff from participating in, considering, or adjudicating an administrative enforcement action relating to matters described in this Agreement. If the Board rejects the proposed Agreement, nothing in the proposed Agreement shall be considered an admission by any party and, except this paragraph, nothing in this Agreement shall be effective.
- 12) **Publication.** If the Board approves the proposed Agreement, the Board shall make this Agreement available to the public as required by Board Regulation 2.27 by posting a copy to the Board's website.

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In witness of the foregoing, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates set forth below:

3/19/26
Date

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



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

3/17/26
Date

By Turning Points for Children:



David Fair, *Executive Director*
On behalf of Turning Points for Children,
Respondent

3/26/2026
Date

**Approved by the members of
the Board of Ethics:**



Michael H. Reed, *Chair*