

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into between the Philadelphia Board of Ethics (the “Board”), J. Shane Creamer, Jr., Executive Director of the Philadelphia Board of Ethics (the “Executive Director”), and Saterria Kersey (“Kersey”), jointly referred to as “the Parties,” each a “Party.”

RECITALS

- A. The Philadelphia Board of Ethics is an independent, five-member City of Philadelphia (the “City”) board 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 prohibited political activities provisions of the Home Rule Charter.
- B. At all times relevant to these recitals, Saterria Kersey was a City of Philadelphia employee, with the job title of Public Relations Specialist for the Philadelphia Water Department. Kersey is currently a City of Philadelphia employee for a different City agency.
- C. Nikki Bagby was a candidate in the 2020 Democratic primary election for Pennsylvania State Representative for the 198th District, which is located in Philadelphia.
- D. In February 2020,¹ Section 10-107(4) of the Home Rule Charter provided that: “No appointed officer or employee of the City shall be a member of any national, state or local committee of a political party, or an officer or member of a committee of a partisan political club, or take any part in the management or affairs of any political party or in any political campaign, except to exercise his right as a citizen privately to express his opinion and to cast his vote.”
- E. Additionally, in February 2020, Section 10-109 of the Home Rule Charter provided that a violation of Section 10-107(4) was subject to a maximum fine of \$300 per violation.
- F. Throughout February 2020, Kersey circulated and solicited signatures for nomination petitions for Bagby.
- G. Additionally, Kersey was Chairperson of Committee to Elect Nikki Bagby, Bagby’s designated candidate political committee.
- H. The Parties desire to enter into this Agreement to resolve the issues described herein.

¹ Section 10-107 of the Home Rule Charter was amended effective June 2020. The activities described in these recitals would have also been prohibited under Section 10-107 as amended.

AGREEMENT

The Parties agree that:

1. The recitals in Paragraphs A through H above are made part of the Agreement as if fully set forth herein.
2. By circulating and soliciting signatures for nomination petitions for a political campaign, Kersey violated Philadelphia Home Rule Charter Section 10-107(4), for which Kersey is subject to a civil monetary penalty of \$300.00.
3. By serving as Chairperson of a candidate political committee, Kersey violated Philadelphia Home Rule Charter Section 10-107(4), for which Kersey is subject to a civil monetary penalty of \$300.00.
4. The total aggregate civil monetary penalty for the violations described in Paragraphs 2 through 3 is \$600.00. Kersey shall pay the aggregate civil penalty of \$600.00 on the following schedule, or until full satisfaction of the aggregate civil penalty has been made.
 - 4.1 \$100.00 within 14 days of the effective date of the Agreement;
 - 4.2 An additional \$250.00 within 90 days of the effective date of the Agreement; and
 - 4.3 An additional \$250.00 within 180 days of the effective date of the Agreement.

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:

Philadelphia Board of Ethics
One Parkway Building
1515 Arch Street
18th Floor
Philadelphia, PA 19102

5. Kersey 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.
6. In consideration of the above and in exchange for Kersey's compliance with all of the terms of the Agreement, the Board waives any further penalties or fines against Kersey for the violations described in the Agreement.
7. The Parties shall not make any public statements that are inconsistent with the terms of the Agreement.
8. If the Board or the City is forced to seek judicial enforcement of the Agreement, and prevails, Kersey 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.

9. The Agreement contains the entire agreement between the Parties.
10. The Agreement is severable. If any court of competent jurisdiction determines that any paragraph or part thereof in the Agreement is unenforceable, the remaining terms and conditions of the Agreement shall remain in full force and effect as if the unenforceable paragraphs or parts thereof were omitted.
11. Upon execution of the Agreement by Kersey, the Executive Director, or his designee, shall submit a signed copy of the Agreement to the Board for approval.
12. The Agreement shall become effective only upon approval by the Board. The effective date of the Agreement is the date the Board Chair signs the Agreement.
13. 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.
14. 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:

Dated: 1/25/24

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

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

Dated: Jan 17, 2024

By Satterria Kersey:

Satterria L. Kersey
Satterria L. Kersey (Jan 17, 2024 14:41:57)
Satterria Kersey

Approved by the Board of Ethics:

Dated: 2/21/2024

Michael H. Reed
Michael H. Reed, *Chair*