

## **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., Executive Director of the Board (the “Executive Director”); and Maven, Inc. (“Maven”); collectively referred to herein as “the Parties,” each a “Party.”

### **RECITALS**

- A. The Board.** The Board 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 (the “Charter”). Under Section 4-1100 of the Charter and Chapter 20-1200 of the Philadelphia Code (the “Code”), the Board is charged with administering and enforcing the standards of governmental conduct and ethics for the City, including the reporting of lobbying activity.
- B. Maven.** Maven is a business solutions company that provides business development, lobbying, marketing, government affairs, political consulting and relationship management services. Maven has registered with the Board as a lobbying firm since June 28, 2018.

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

- C. Code Chapter 20-1200 and Regulation No. 9.** Philadelphia’s lobbying law is found at Chapter 20-1200 of the City Code and Board Regulation No. 9, which provides a detailed interpretation of Code Chapter 20-1200 (the “Lobbying Law”). The Lobbying Law requires public disclosure of certain paid efforts to influence legislative or administrative actions.
- D. Definitions.** The Lobbying Law provides the following definitions:
- 1. Administrative Action.** Under Code Section 20-1201(1) and Regulation No. 9, Paragraph 9.1(a), administrative action includes actions by City officers or employees related to the approval or veto of legislation; nominations or appointments of City officials; executive orders; Regulations; policies; procurement mechanisms; adjudications; expenditures of public funds; contracts; licenses; permits; and zoning.
  - 2. Legislative Action.** Under Code Section 20-1201(17) and Regulation No. 9, Paragraph 9.1(r), legislative action includes actions by City officers or employees involving legislation; legislative motions; vetoes and veto overrides; and nomination, appointment, or confirmation to City boards or commissions.
  - 3. Lobbying.** Under Code Section 20-1201(18) and Regulation No. 9, Paragraph 9.1(s), lobbying is any effort to influence governmental administrative or legislative action through direct communication, indirect communication, or by providing gifts, transportation, hospitality, or lodging to City officers or employees.
  - 4. Lobbying Firm.** Under Code § 20-1201(19) and Regulation No. 9, Paragraph 9.1(t), a lobbying firm is “[a]n entity that engages in lobbying for economic consideration on behalf of a principal other than the entity itself.”
  - 5. Principal.** Under Code Section 20-1201(23) and Regulation No. 9, Paragraph 9.1(z), a principal is a person who engages in lobbying on its own behalf or who pays someone else (a lobbyist) to engage in lobbying.

#### **E. Registration Statement.**

- 1. Requirement to Register.** Under Code §§ 20-1202(1) and 20-1204(4) and Regulation No. 9, Paragraph 9.2(c), lobbying firms are required to register with the Board within ten days of engaging in lobbying for which it has or will receive economic consideration of more than \$2,500 in that quarter of a calendar year from all principals represented.
- 2. Registration Information.** Under Code § 20-1202(2)(b) and Regulation No. 9, Paragraph 9.5(a), lobbying firms are required to provide their name, business address, telephone number, email address, the date the registrant commenced lobbying, and the name and the Department of State filer identification number of any affiliated political action committee, and acronym, if applicable.
- 3. Disclosure of Principals.** Under Code § 20-1202(2)(b) and Regulation No. 9, Paragraph 9.5(d), a lobbying firm's registration statement shall provide the name, business address, telephone number, and PLIS registration number of each principal for whom the lobbyist or lobbying firm is engaged in lobbying.
- 4. Requirement to Amend.** Under Code § 20-1202(4)(a) and Regulation No. 9, Paragraph 9.5(f), lobbying firms are required to file an amended registration statement with the Board within fourteen (14) days of a change occurring in the required information to be included in its registration statement.

#### **F. Investigation History and Findings.** The factual history of the investigation and the violations resolved by the Agreement are as follows:

- 1. Opening of Investigation.** In 2024, the Board received a complaint that Maven may not have disclosed all of its lobbying activity. The Executive Director opened an investigation in which the Board's enforcement staff subpoenaed documents relating to Maven's lobbying activities and payments from clients.
- 2. Unreported Principals.** The investigation found that Maven failed to disclose the following principals on whose behalf Maven had engaged in lobbying:
  - a. African-American Chamber of Commerce of Pennsylvania, New Jersey, and Delaware ("AACC"):** Since July 1, 2024, Maven has provided lobbying services to AACC, including engaging City elected officials as well as community groups, labor unions, small businesses, and trade associations to influence legislative action in the City in furtherance of AACC's short and long-term policy and funding goals.
  - b. CBL Real Estate ("CBL"):** Since January 10, 2024, Maven has had an agreement to provide lobbying services to CBL, including engaging with City government entities to influence legislative and administrative action in the City, utilizing Maven's connections to advocate for policies beneficial to CBL and its community initiatives.
  - c. Kimmel Center for the Performing Arts (the "Kimmel Center"):** Since March 2022, Maven has provided lobbying services to the Kimmel Center, developing and executing a strategic advocacy plan with input from key stakeholders for engaging City government to influence legislative action in the City.
  - d. Public Health Management Corporation ("PHMC"):** Since March 1, 2025, Maven has provided lobbying services to PHMC, including communications with City-elected leaders to influence legislative action in the City.

- e. **The Chamber of Commerce of Greater Philadelphia (the “Chamber”):** From July 1, 2021 through June 30, 2025, Maven provided lobbying services to the Chamber, including an agreement to provide City government advocacy and engagement, cultivating relationships with and lobbying City Council, the Mayor’s Administration, and other City and City-related offices to influence legislative and administrative action in the City to advance the Chamber’s goals.
3. **Address.** The investigation found that Maven provided an incorrect address on its lobbying registration statement.
- G. **Amendment.** Maven has amended its registration statement to disclose all principals identified in this Agreement.
- H. **Settlement.** The Parties desire to enter into this Agreement to resolve the violations described herein.

### AGREEMENT

The Parties hereby agree to the following:

1. **Recitals.** The Recitals paragraphs above are made part of this Agreement as if fully set forth herein.
2. **Civil Monetary Penalties.** The total civil monetary penalty for Maven’s failure to amend its registration statement within fourteen (14) days to provide its correct address and to disclose the principals identified in Recitals Paragraph F(2) above is \$2,000.
3. **Payment.** Within fourteen (14) days of the effective date of this Agreement, Maven agrees to pay the total civil monetary penalty of \$2,000.00. Any payments due on a weekend or holiday shall be delivered no later than the next business day prior to 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 18<sup>th</sup> Floor  
Philadelphia, PA 19102
4. **Maven Release.** Maven 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 Maven’s compliance with the terms of this Agreement, the Board waives any further penalties or fines against Maven for the violations 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, Maven 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 No. 2, Paragraph 2.27 by posting a copy to the Board's website.

*{The remainder of this page has been intentionally left blank; the signature page follows}*

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

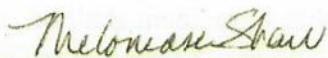
**CITY OF PHILADELPHIA**  
**Board of Ethics:**

Date: 10/7/2025

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

**MAVEN, INC.**

Date: 9/26/2025

  
\_\_\_\_\_  
Melonease Shaw, *President and CEO*

**Approved by the City of Philadelphia Board of Ethics:**

Date: 10/15/2025

  
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Michael H. Reed, *Chair*