

**CITY OF CHICAGO  
BOARD OF ETHICS**

**CONCILIATION AGREEMENT**  
**Case No. 23042.L**

This Conciliation Agreement ("Agreement") is made and entered into between the Chicago Board of Ethics ("Board") and Djavan Conway ("Conway"), pursuant to §§ 2-156-245, -465, and -505 of the City of Chicago's Governmental Ethics Ordinance ("Ordinance"). On February 6, 2022, the Board determined that Conway had violated the Ordinance by not re-registering as a City of Chicago registered lobbyist (nor properly terminating his 2021 registration) by January 20, 2022, and, after being sent proper notice by the Board, Conway has been accruing a daily fine of \$1,000 since February 7, 2022. The parties agree to the following terms to resolve this matter.

**RECITATION OF RELEVANT FACTS**

1. At all relevant times, Conway was a registered lobbyist or former registered lobbyist.
2. In Board Case No. 22000.08.LOB, as memorialized in a written notification from the Board to Conway on February 7, 2022, Conway was fined pursuant to §§2-156-245, -465(b)(3) and -505 of the Ordinance, as the Board in that case determined that he had violated the Ordinance by his failure to re-register as a lobbyist (or properly terminate his registration).
3. Conway did not contact the Board until April 26, 2023, when his attorney, Thomas S. Moore, called Board staff and asked whether there was a procedure to aid his client in the matter of the violation and the ongoing fine. Staff advised that Mr. Moore present his client's case in writing and ask that the Board make an accommodation with his client.
4. On May 31, 2023, Mr. Moore sent the Board a letter dated May 30, 2023, providing information about his client's non-filing of either a lobbyist re-registration or registration termination, and asking for further guidance on how his client might resolve the matter with the Board.
5. At its June 12, 2023, meeting, the Board considered Conway's request for an accommodation and Mr. Moore's letter. On June 13, 2023, the Board notified Mr. Moore in writing that the Board determined at its June 12, 2023, meeting that it would make an accommodation with Conway by requiring him to pay a fine of TEN THOUSAND (\$10,000) DOLLARS to the City of Chicago, and sending that amount to the Board pursuant to a written agreement to be made public.
6. On June 22, 2023, the Board received an email from Mr. Moore agreeing to the Board's determination.

**STATEMENT OF RELEVANT LAW**

7. Section 2-156-245 provides: **Failure to register. When the board of ethics determines that any person has failed to register as required in this Article, the board of ethics shall notify such person in a manner prescribed by the board of his failure to register. Such person shall be subject to the penalty or penalties, as applicable, provided in Article VII of this Chapter. The board of ethics shall suspend the registration of and not accept a lobbyist registration statement from any person who owes a fine pursuant to this chapter until the fine has been paid in full.**

8. Section 2-156-465(b)(3) provides that persons who violate Section 2-156-245 shall be fined \$1,000 per day while such violation continues.

9. Section 2-156-505 provides that: **Upon determining that a person has violated Section 2-156-145, 2-156-146, 2-156-190, 2-156-245, or 2-156-270, the executive director of the Board is authorized to impose upon such person an appropriate fine as provided in Section 2-156-465.**

#### **BOARD CONCLUSIONS AND DETERMINATIONS**

10. As noted in Paragraph 2 above, the Board determined that Conway violated §2-156-245 of the Ordinance by not re-registering as a lobbyist (or properly terminating registration) with the Board as required. The Board fined him, accordingly.

11. As noted in Paragraph 5 above, the Board determined that it would accommodate Conway's ongoing fine due and owing to the Board, arising from his violation, by Conway paying the City of Chicago and sending to the Board a fine in a sum certain of TEN THOUSAND (\$10,000) DOLLARS and entering into an agreement, which would be made public.

#### **CONWAY'S RESPONSE TO BOARD CONCLUSIONS AND DETERMINATIONS**

12. Djavan regrets that this situation has occurred and has assured the Board that his failure to terminate the lobbyist registration on his own behalf at the end of 2021 was inadvertent and unintentional. *[sic]*

Having successfully completed the required year end activity reports on behalf of each of his clients, he mistakenly thought he had completed all of his obligations and was done. He engaged in no City lobbying thereafter so he did not reregister. He has also explained that the State of Illinois, with which he is most familiar, automatically terminates the lobbyist registration at the end of the year and while ignorance is not an excuse, he forgot that the city has a different rule with regard to terminating the individual lobbyist's own registration.

#### **TERMS OF THE AGREEMENT**

13. The above fact recitation, statement of law, Board conclusions and determinations and Conway's responses are incorporated into and made a part of this Agreement.

14. The parties agree to enter into this Agreement to resolve all factual and legal issues arising out of the Board's February 6, 2022 determination that Conway violated §2-156-245 of the Ordinance and to reach a final disposition without further proceedings.
15. Conway acknowledges that, from the record before it, the Board had determined that he failed to re-register (or properly terminate registration) as required by §2-156-245.
16. Pursuant to §§2-156-245 and -505, the Board may seek to settle the matter by fine.
17. Pursuant to §2-156-465(b)(3), the Board may fine a lobbyist \$1,000 for each day a violation continues.
18. In recognition of the foregoing, Conway agrees to pay a fine of TEN THOUSAND AND 00/100 DOLLARS (\$10,000) to the Board within thirty (30) days of this Disposition, which shall be the date of final execution of this Agreement, by money order, cashier's, or certified check, made payable to the "City of Chicago Board of Ethics," and that, if the Board has not received such amount by that date, Conway shall pay interest of nine percent (9%) per annum on the unpaid balance until paid-in-full; provided, however, that no interest shall be due and owing that is greater than provided for in 815 ILCS 205/4.
19. Conway acknowledges that this Agreement is a public and final resolution of the violation identified by the Board in relation to this matter, and the Board shall make it public pursuant to §2-156-465(b)(3), and, except as may be provided by applicable law, all writings with respect to the Agreement or its negotiations in the Board's possession will remain confidential.
20. Conway confirms he has entered into this Agreement freely, knowingly, and intentionally, without coercion or duress, and after having had the opportunity to be represented by an attorney of his choice, accepting all the terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board, and that he fully understands all the terms of this Agreement. The terms of this Agreement are contractual and not mere recitals. If any of the provisions of this Agreement shall be found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
21. Conway understands and voluntarily waives and assigns, on his and his successors' behalf: any and all: (i) procedural rights under the City's Municipal Code, including a merits hearing pursuant to §2-156-390 of the Ordinance, or to subpoena witnesses to testify, confront and cross-examine all witnesses; and (ii) rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision or office of the State of Illinois or the United States arising out of his not re-registering as a lobbyist (or properly terminating his registration) with the Board.
22. Conway releases and holds harmless the Board and its staff for any potential claims, liabilities, and causes of action arising from the Board's enforcement and settlement of the violation described in the Agreement to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the sanction which is embodied in this Agreement, and the right to make any legal or

equitable claim or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to or arising out of this Agreement or the matters recited herein.

23. Once executed and dated by Conway and his attorney, the Board staff shall submit this Agreement to the Board at its next regularly scheduled meeting. The Board must determine by a majority vote that it approves this Agreement and the Board must execute and date this Agreement before it becomes effective.

24. The parties agree that this Agreement shall become invalid in the event the Board refuses to approve it. Conway acknowledges that if the Agreement is not approved or executed by the Board, the Board may proceed with enforcement against Conway regarding the fine arising from his violation of §2-156-245 of the Ordinance, and no member of the Board or its staff shall be disqualified from participating in such proceedings because of this Agreement or its negotiation. However, no statement or representation of any kind made in the course of negotiating this Agreement may be used by either party for the purpose of establishing liability at any future hearing or proceeding.

25. Conway agrees that failure to comply with the terms of this Agreement constitutes a breach of the Agreement and that following such failure the Board can proceed to take any other action as permitted by law.

26. In consideration of Conway's full compliance with all terms of this Agreement, the Board waives any future penalties or fines against Conway for any further proceedings arising out of his violation set forth in Paragraph 2 above, up through and including the date of this Agreement.

27. The Agreement contains the entire agreement between the Board and Conway and it may not be modified unless the modified Agreement is re-executed and re-dated by both parties. The Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

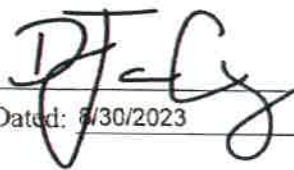
28. This Agreement shall not be effective until all parties have dated and affixed their signatures below.

Chicago Board of Ethics

DJavan Conway

By:


  
\_\_\_\_\_

  
Dated: 8/30/2023  
\_\_\_\_\_

Its: Chair of Board

Dated: 9-11-23

Thomas S. Moore, As Attorney  
for DJavan Conway

  
8/30/23