

CITY OF CHICAGO
DEPARTMENT OF ADMINISTRATIVE HEARINGS

CITY OF CHICAGO,)	
A Municipal Corporation,)	Case No. 25IG024020
Petitioner,)	(Ethics Board No. 24020.IG)
)	
v.)	
)	
YANIRA DOYLE,)	
Respondent.)	
)	

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement”) is made and entered into between the City of Chicago, by and through its Corporation Counsel, Mary Richardson-Lowry, (“Petitioner” or “City”) and Respondent Yanira Doyle pursuant to Rule 4-2(3) of the City of Chicago Board of Ethics Rules and Regulations (“Board Rules”). Rather than have these Matters heard before an Administrative Law Judge as provided in §§2-156-385 and -392 of the City of Chicago Governmental Ethics Ordinance (“Ordinance”) of the Municipal Code of Chicago of Chicago (“Code”), the parties hereby agree to the following terms to resolve this Matter.

1. On September 30, 2024, the Board found probable cause to conclude that the Respondent violated the Ordinance, and that all available evidence, including the results of an investigation by the City of Chicago Office of Inspector General (“OIG”) showed that Respondent violated §2-156-160(a)(10) of the Ordinance three (3) times. The Board advised Responded of its finding and authorized the filing of the above-captioned matter against Respondent.
2. On January 11, 2025, the Board chose to pursue an action for a fine, the matter was thereby referred to the City of Chicago’s Corporation Counsel, pursuant to §2-156-385(4)(iii).
3. Beginning February 3, 2025, the Petitioner filed its Notice of Administrative Adjudicatory Proceeding and has been granted an extension of time to present statement of charges pursuant to §2-156-392(a)(2) of the Ordinance and Board Rule 4-2(B) through August 25, 2025.
4. The Corporation Counsel, pursuant to its authority under §2-156-392(a)(2) and Board Rule 4-2(3), and Respondent have agreed upon a settlement.
5. After this Agreement is fully executed, the Petitioner will timely move to dismiss any pending administrative proceeding relating to this Matter. The Corporation Counsel will not file a statement of charges on Ethics Board No. 24020.IG, and DOAH docket 25IG024020 shall be

stricken off call upon execution of by the Parties. An order will be entered, without objection, on case 25IG024020, dismissing the pending administrative proceeding without prejudice and subject to the terms of this Agreement, to become with prejudice on Respondent's payment of the fine in full as referenced herein.

6. Accordingly, the Parties agree to the terms set forth in this Agreement to resolve the above-captioned matter.

RECITATION OF RELEVANT FACTS

7. Respondent was employed with the City of Chicago Department of Assets, Information and Services ("DAIS"), from October 15, 2018, through August 27, 2021.

8. Respondent, as an employee of the City DAIS, was required to file Statements of Financial Interests ("SFI") with the Board for the years of 2019, 2020, and 2021.

9. The evidence in the OIG investigation showed that the Respondent failed to report her financial interest in real estate, other than her principal place of residence, located in the City of Chicago on her 2019, 2020, and 2021 SFI form.

STATEMENT OF RELEVANT LAW

With respect to Board No. 24020.IG, the following ordinances and statutes were implicated and relevant:

Municipal Code of Chicago (MCC) §2-156 Governmental Ethics

§2-156-150(a)(vii) Statements of financial interest. For purposes of this article, the following persons shall be referred to as "reporting individuals": Each employee listed by the board as a reporting employee as provided in subsection (b) [which provides that] [t]he board shall create, maintain, and update a list of reporting employees and officials. In creating or updating such list, the board, in consultation with the Department of Human Resources, shall first develop a list of relevant factors, such as the employee's contract management authority and the employee's likelihood of being involved in conflicts of interest issues.

§2-156-160(a)(10) Content of statements. (a) Statements of financial interests shall contain the following information: (10) The identity of any financial interest in real estate located in the city, other than the principal place of residence of the reporting individual, and the address or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate.

§2-156-010 "Financial interest" means an interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00...

§2-156-160(c) Content of statements. If a reporting individual adds a new reportable financial interest since the individual's last filing, that individual must file a supplement to the individual's current statement of financial interests on file with the Board of Ethics within 30 days of such occurrence, in a manner prescribed by the Board of Ethics.

§2-156-465(b)(7) Violation of Chapter provision. Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to a fine of not less than \$500 and not more than \$2,000 for each offense. (In effect at the time the 2019 violation occurred.)

§2-156-465(b)(7) Violation of Chapter provision. Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to a fine of not less than \$1,000 and not more than \$5,000 for each offense. (In effect at the time the 2020 and 2021 violations occurred.)

BOARD CONCLUSIONS AND DETERMINATIONS

10. At its September 30, 2024 meeting, based on the evidence adduced in the record of this matter, including the investigative report issued by the OIG pursuant to §2-156-385 of the Ordinance, the Board reached the conclusion that Respondent knowingly failed to: (i) report the property that she owned at 8227 S. Evans, Chicago, on her 2019, 2020, 2021 SFI forms; (ii) report the property that she owned at 7849 S. Woodlawn, Chicago, on her 2021 SFI form; and (iii) report or amend her 2021 SFI form to reflect the property that she owned at 7525 East End Ave., Chicago.

11. At its September 30, 2024, meeting, the Board found probable cause to conclude that the Respondent violated §2-156-160(a)(10) three times and §2-156-160(c) once, because of these failures report and or amend.

12. Based on these facts, and receiving no response from Respondent regarding its Notice of Probable Cause Finding, the Board determined, at its December 16, 2025 meeting, that Respondent committed three (3) violations of §2-156-160(a)(10) of the Ordinance, by failing to report her financial interest in real estate, other than her principal place of residence, located in the City of Chicago on her 2019, 2020, and 2021 SFI forms, and assessed a \$5,000.00 fine for each of the 2020 and 2021 violations and a \$2,000.00 fine for the 2019 violation, for a total of \$12,000.00 in fines.

TERMS OF THE AGREEMENT

The City, by and through its Corporation Counsel and pursuant to its authority under § 2-156-392(a)(2) of the Ordinance and Rule 4-2(3) of the Board Rules, and Respondent, collectively referred to as the "Parties," have agreed upon a settlement. Subject to the terms of this Agreement, this Agreement is final as to the City's ability to further collect any and all fines arising out of the

Board's finding on December 16, 2025, that Respondent committed three (3) violations §2-156-160(a)(10).

13. The above Recitation of the Relevant Facts, Statement of Relevant Law, and Board Conclusions and Determinations 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 that arose in this matter and to reach a final disposition.

15. Respondent acknowledges that, from the record before it, the Board has determined that there is probable cause to conclude that Respondent failed to report financial interest in real estate on her 2019, 2020, and 2021 SFI forms in violation of §2-156-160(a)(10) of the Ordinance. Respondent further acknowledges that, were the hearing which has commenced pursuant to §2-156-392 of the Ordinance to be complete, the Board, based on the evidence presented to it to date, could make a final determination that she violated the Ordinance on these facts.

16. The City agrees to file a motion with the administrative law judge, which Respondent agrees she shall not oppose, to dismiss the pending evidentiary hearing without prejudice within seven business days of the execution of this Agreement by all Parties.

17. Pursuant to §2-156-465(b)(7), the Board has the authority to impose a fine between \$500.00 and \$2,000.00 for any single violation of §2-156-160(a)(10) on the 2019 SFI forms and between \$1,000.00 and \$5,000.00 for any single violation of §2-156-160(a)(10) of 2020 and 2021 SFI forms.

18. In consideration of the terms and provisions of this Agreement, Respondent agrees to pay a fine of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) to the City as follows: within thirty (30) days of this Agreement being executed by all Parties, Respondent shall pay \$1,500.00, and then shall pay an additional \$200.00 on the twenty-seventh (27th) day of every month thereafter ("Due Date") until the \$3,500.00 is paid in full, by money order, cashier's, or certified check, made payable to the "City of Chicago," and sent to the Board of Ethics, 740 N. Sedgwick, Suite 500, Chicago, IL 60654, and that, if the City has not received such amount by that date, Respondent shall pay interest of nine (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. Nothing herein shall be construed to prevent the Respondent from pre-paying any such installment, or from paying the entire remaining balance prior to any Due Date.

19. Respondent shall be in "default" if any payment is not delivered and received within five (5) days of any Due Date ("Default").

20. In the event Respondent is in Default of this Agreement, the entire Settlement amount then due will become immediately due and payable, and the City of Chicago Department of Law can reduce the amount outstanding to a Judgement, and collect the amount pursuant to the

applicable Code(s). Interest pursuant to Paragraph 18 of this Agreement shall begin accruing on the date of Default and is not deferred pending the Board proceeding to a Hearing on the Merits under Paragraph 21 of this Agreement.

21. Respondent agrees that failure to comply with the terms of this Agreement constitutes a breach of the Agreement and that the Board can proceed to a hearing on the merits or take any other action as permitted by law or this Agreement. The Parties agree, notwithstanding any applicable statute of limitations or any other law to the contrary, the time-period to pursue a hearing on the merits related to the matters addressed in this Agreement shall be tolled and not begin to run until a breach of the Agreement occurs.

22. Respondent acknowledges that the Board shall make this Agreement public, pursuant to §2-156-385(4), and, except as may be provided by applicable law, all writings or records with respect to the settlement agreement or its negotiations in the Board's possession will remain confidential.

23. The Respondent agrees that no member of the City, the Board, or its staff shall be disqualified from participating in any subsequent proceedings in this Matter held pursuant to §2-156-392 of the Ordinance. Further, no statements or representations of any kind made in the course of negotiating this Agreement, and/or statement herein, will be used by either party for any purpose at any future hearing or proceeding.

24. Respondent confirms that she 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 her choice, accepts 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 or City. Respondent confirms that she 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.

25. Respondent understands and voluntarily waives and assigns, on her and her successors' behalf, any and all: (i) procedural rights under the Code, including a merits hearing pursuant to §2-156-392 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 the Board's findings that Respondent failed to report financial interests to the Board, in violation §2-156-160(a)(10) of the Ordinance.

26. Respondent releases and holds harmless the Board, the City, and its staff from any potential claims, liabilities, and causes of action arising from the Board's enforcement and settlement of the violation described in the Agreement, and agrees not to contest the lawfulness,

authority, jurisdiction, or power of the Board or City 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 City, the Board, or any members or employees thereof, relating to or arising out of this Agreement or the matters recited herein.

27. In consideration of Respondent's full compliance with all the terms pursuant to this Agreement, the Board waives any further penalties or fines against Respondent for any further proceedings arising out of the investigation and/or recommendations described in this Agreement.


28. The Agreement contains the entire agreement between the City and the Respondent, and it may not be modified unless the modified Agreement is re-executed and re-dated by both Parties. The Parties represent and warrant that they have full power and authority to enter into and perform this Agreement in accordance with its terms. This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.

29. The Petitioner has authority to enter this Agreement pursuant to Rule 4-2(3) of the Board Rules.

30. This Agreement shall not be effective until all Parties have affixed their signature below.

Date as executed below:


FOR PETITIONER, by and through the CITY PROSECUTOR



Christine Hake, City Prosecutor

8/22/2025
Date

FOR THE RESPONDENT



Yanira Doyle, Respondent

8/8/25
Date