

**IN THE CIRCUIT COURT
OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

SANGAMON COUNTY)
DEPARTMENT OF PUBLIC)
HEALTH,)
Plaintiff,)
vs.)
JOHN PRICE DBA D&J CAFE, DENISE)
KARONIS DBA SWEET BASIL CAFE,)
SWEET BASIL-RIVERWOODS, LLC, DBA)
SWEET BASIL CAFE, THE SWEET BASIL)
GROUP, LLC DBA SWEET BASIL CAFE,)
SWEET BASIL CAFE GROUP, LLC DBA)
SWEET BASIL CAFE, KLA OF ILLINOIS)
INC. DBA FOX RUN RESTAURAUNT)
AND LOUNGE, and W. POPE INC. DBA)
CHARLIE PARKER'S DINER,)
Defendants.)

Case No. 2020-CH-182

AGREED PERMANENT INJUNCTION

The parties, having reached a settlement of the dispute alleged in the above-captioned case on the terms and conditions set forth in the Settlement Agreements attached hereto as "Group Exhibit 1," hereby agree to the following findings and entry of a permanent injunction. The Court, therefore, FINDS as follows:

1. The citations and suspension of permits by the Department were neither arbitrary, capricious nor unlawful in any manner.
2. Despite such citations and license suspension, Defendants continued to operate food service establishments without a license in violation of law.
3. All terms, conditions, findings and all other provisions of the attached Settlement Agreements are incorporated herein as findings of the Court.

4. Basil Restaurant Group LLC. hereby submits to the jurisdiction of the Court and agrees to be bound by all terms of this Order and related Settlement Agreement as all other named Defendants.

WHEREFORE, it is ORDERED:

A. Defendants are permanently enjoined from operation of a food service establishment without a valid permit issued by Plaintiff;

B. Defendants shall strictly comply with all applicable law, including any notice of requirements issued by Plaintiff including, but not limited to, the November 10 Notice to All Food Service Establishment Licensees of COVID-19 Requirements while that November 10 Notice is in effect; and

C. The Court retains jurisdiction for enforcement of this Permanent Injunction and the incorporated Settlement Agreements.

per D. This Order shall be binding upon those Defendants who have signed below.

AGREED:

John Price DBA D&J Cafe

By: _____

Its: _____

Basil Restaurant Group LLC d/b/a Sweet Basil Cafe

By: _____

Its: _____

KLA Of Illinois, Inc. DBA Fox Run Restaurant
And Lounge

By: _____

Its: _____

W. Pope Inc. DBA Charlie Parker's Diner

By: _____

Its: _____

ENTER: Raylene Grischow
CIRCUIT JUDGE

Date: 11/20/2020

4. Basil Restaurant Group LLC. hereby submits to the jurisdiction of the Court and agrees to be bound by all terms of this Order and related Settlement Agreement as all other named Defendants.

WHEREFORE, it is ORDERED:

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C. The Court retains jurisdiction for enforcement of this Permanent Injunction and the incorporated Settlement Agreements.

AGREED:

John Price DBA D&J Cafe

By: John Price

Its: Owner (John Price)

Basil Restaurant Group LLC d/b/a Sweet Basil Cafe

By: _____

Its: _____

KLA Of Illinois, Inc. DBA Fox Run Restaurant
And Lounge

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WHEREFORE, it is ORDERED:

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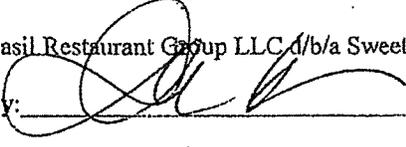
AGREED:

John Price DBA D&J Cafe

By: _____

Its: _____

Basil Restaurant Group LLC d/b/a Sweet Basil Cafe

By:  _____

Its: *Mentel Mas.* _____

KLA Of Illinois, Inc. DBA Fox Run Restaurant
And Lounge

By: _____

Its: _____

W. Pope Inc. DBA Charlie Parker's Diner

By: Will Pope

Its: owner

ENTER: _____
CIRCUIT JUDGE

Date: _____

SETTLEMENT AGREEMENT

1. The Sangamon County Department of Public Health (the "Department") issued the following citation(s):

- a. Nov. 13, 2020/Indoor dining/\$500 penalty;
- b. Nov. 14, 2020/Indoor dining/\$500 penalty; and
- c. Nov. 15, 2020/Indoor dining/permit suspended.

upon John Price d/b/a D&J Café and/or DJ's Café or both (the "Business").

2. The Department suspended the food service license of the Business on November 15, 2020.

3. Despite not having a valid license to sell food, the Business continued to sell and serve food.

4. The Department then sought injunctive relief against the Business and others similarly situated through the filing of a lawsuit captioned *Sangamon County Department of Public Health v. John Price dba D&J Café, et al.*, No. 2020-CH-182 (Sangamon County Circuit Court).

5. On November 17, 2020, the Circuit Court entered a Temporary Restraining Order With Notice (the "TRO") prohibiting all named defendants, including the Business, from selling any food items from their establishments.

6. The Business has the right to appeal entry of the TRO.

7. The Business also has the right to challenge each of the citations referred to in paragraph 1 (above) before the Sangamon County Board of Health and has requested a hearing pursuant to Sangamon County Code Section 5.20.080.

8. The Business desires to forego further legal challenges related to the issuance of the citations and the TRO.

9. Accordingly, the Department and the Business agree as follows:

- a. The Business admits the violations set forth in the citations.
- b. The Business will pay the Department a total fine of \$1,000.00 on or before December 1, 2020;
- c. The Business hereby withdraws its request for a hearing before the Sangamon County Board of Health and waives any appeal.

d. The Business agrees to entry of a Preliminary and Permanent Injunction in Sangamon County case number 20-CH-182, which shall be entered in the form attached hereto as Exhibit "A".

e. The Business hereby waives and forever relinquishes any right of action against the Department, its officers, and its agents regarding any facts or circumstances which occurred, known or unknown, prior to execution of this agreement.

f. Following entry of the Permanent Injunction Order, the Department shall reinstate the Business's permit.

Group Exh. 1

g. After the Business's permit is reinstated, the Business will operate its food establishment in accordance with all applicable law then in effect, including all Sangamon County Ordinances and any notices issued by the Department.

h. The Business acknowledges the Department's authority to conduct inspections of the Business to determine compliance with Chapter 5.20 (Food Service Establishments) of the Sangamon County Code and applicable state law, and the Business will allow no interference with these inspections.

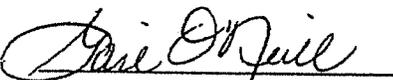
i. The Business acknowledges that any future failure to comply with the Department's November 10, 2020 "Notice of All Food Service Establishments of COVID-19 Requirements" shall constitute a substantial immediate hazard to the public health pursuant to Sangamon County Code Section 5.20.080 and the Business shall immediately cease food service operations upon notice of license suspension by the Department. The Business shall only be obligated to comply with any notice issued by the Department until such time the notice is no longer in effect.

j. The Business further consents to the entry of an ex parte Temporary Restraining Order by the Circuit Court of Sangamon County in Case No. 20-CH-182 in the event that any term or condition of this Agreement is breached. The Business consents to the Sangamon County Circuit Court's retention of jurisdiction for enforcement of this Agreement.

k. This Agreement shall be binding upon the Business and its successors, assigns, owners, agents, and employees and shall be interpreted under the law of the State of Illinois.

l. This Agreement may be executed by the parties in separate counterparts, which shall together form a binding agreement. Electronic copies of original signatures shall be binding.

SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

By: 
Gail O'Neill

Date: 11/20/20

Its: Director

JOHN PRICE d/b/a D&J CAFÉ and/or DJ's CAFÉ, or both

By: _____
John Price, owner/operator/permittee

Date: _____

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SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

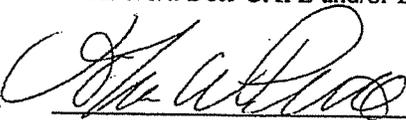
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John Price, owner/operator/permittee

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2. The Department suspended the food service license of the Business on November 15, 2020.

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6. The Business has the right to appeal entry of the TRO.

7. The Business also has the right to challenge each of the citations referred to in paragraph 1 (above) before the Sangamon County Board of Health and has requested a hearing pursuant to Sangamon County Code Section 5.20.080.

8. The Business desires to forego further legal challenges related to the issuance of the citations and the TRO.

9. Accordingly, the Department and the Business agree as follows:

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b. The Business will pay the Department a total fine of \$1,000.00 on or before December 1, 2020;

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d. The Business agrees to entry of a Preliminary and Permanent Injunction in Sangamon County case number 20-CH-182, which shall be entered in the form attached hereto as Exhibit "A".

e. The Business hereby waives and forever relinquishes any right of action against the Department, its officers, and its agents regarding any facts or circumstances which occurred, known or unknown, prior to execution of this agreement.

f. Following entry of the Permanent Injunction Order, the Department shall reinstate the Business's permit.

g. After the Business's permit is reinstated, the Business will operate its food establishment in accordance with all applicable law then in effect, including all Sangamon County Ordinances and any notices issued by the Department.

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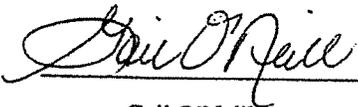
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SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

By: 
Gail O'Neill

Date: 11/20/20

Its: Director

Basil Restaurant Groups LLC d/b/a Sweet Basil Cafe

By: _____

Date: _____

Its: _____

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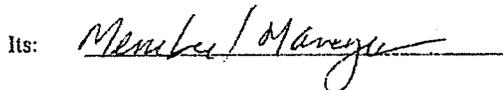
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Its: Director

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Date: 11/20/20

Its: 

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upon W. Pope Inc. d/b/a Charlie Parker's Diner (the "Business").

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SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

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Gail O'Neill

Date: 11/20/20

Its: Director

W. POPE INC. d/b/a CHARLIE PARKER'S DINER

By: _____

Date: _____

Its: _____

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SANGAMON COUNTY DEPARTMENT OF PUBLIC HEALTH

By: _____

Date: _____

Gail O'Neill

Its: Director

W. POPE INC. d/b/a CHARLIE PARKER'S DINER

By: Will Pope

Date: 11-20-2020

Its: owner