

STATE OF MINNESOTA
COUNTY OF STEARNS

DISTRICT COURT
SEVENTH JUDICIAL DISTRICT

Case Type: Civil
(Consumer Protection)

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. 73-CV-20-3556

Plaintiff,

vs.

CONSENT JUDGMENT

Kris Schiffler d/b/a Shadys Long Shots,
Shady's Inc., Shadys Hometown Tavern and
Event Center, Inc., Shady's of Rice, Inc.,
Shadys Golden Eagle, Inc., and Shady's Silver
Spur, Inc.,

Defendants

WHEREAS, Plaintiff, State of Minnesota, by its Attorney General Keith Ellison ("Attorney General" or "Plaintiff"), filed a Complaint against Kris Schiffler d/b/a Shadys Long Shots, Shady's Inc., Shadys Hometown Tavern and Event Center, Inc., Shady's of Rice, Inc., Shadys Golden Eagle, Inc., and Shady's Silver Spur, Inc. (hereinafter collectively "Shady's" or "Defendants and Third-Party Plaintiffs") on May 17, 2020, alleging Shady's was threatening to imminently provide indoor, on-premises consumption of food and beverages to the public in violation of Emergency Executive Order 20-56;

WHEREAS, on June 12, 2020, Shady's filed its Answer denying Plaintiff's claims and filed a counterclaim against Plaintiff as well as a Third-Party Complaint against Tim Walz, Governor, State of Minnesota; and the Minnesota Executive Council, by and through its Members:

Governor Tim Walz; Lieutenant Governor Peggy Flanagan; Secretary of State Steve Simon; Auditor Julie Blaha; and Attorney General Keith Ellison.

WHEREAS, on November 24, 2020, Shady's counterclaim and Third-Party Complaint claims were dismissed.

WHEREAS, the Parties have agreed to resolve their claims raised in the above-captioned action by entering into this Consent Judgment.

NOW, THEREFORE, in the interest of resolving the claims raised in the above-captioned action, the Parties hereby stipulate and consent to entry of this Consent Judgment and Order as set forth below:

MONETARY PAYMENT

1. Within ten (10) days of the Court's entry of this Consent Judgment and Order, Shady's shall pay to the Attorney General the sum of \$30,000 (the "Settlement Sum") pursuant to Minn. Stat. § 8.31 and Emergency Executive Order 20-56. The Settlement Sum shall be remitted to the general fund of the State pursuant to Minn. Stat. §§ 8.31 and 16A.151. The Settlement Sum payment shall be made payable to the State of Minnesota and sent by check to Assistant Attorney General Jason Pleggenkuhle, Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1200, St. Paul, MN 55101.

GENERAL TERMS

2. The term "Released Parties" in this Agreement means Defendants and Third-Party Plaintiffs Kris Schiffler d/b/a Shadys Long Shots, Shady's Inc., Shadys Hometown Tavern and Event Center, Inc., Shady's of Rice, Inc., Shadys Golden Eagle, Inc., and Shady's Silver Spur, Inc. in the above-captioned matter; Plaintiff, the State of Minnesota, by its Attorney General, Keith Ellison in the above-captioned matter; and Third-Party Defendants Tim Walz, Governor, State of

Minnesota; Minnesota Executive Council, by and through its Members: Governor Tim Walz; Lieutenant Governor Peggy Flanagan; Secretary of State Steve Simon; State Auditor Julie Blaha; and Attorney General Keith Ellison in the above-captioned matter.

3. Except as expressly set forth herein, this Consent Judgment does not affect Shady's obligations or rights under all applicable Minnesota and federal laws and regulations.

4. In consideration of the stipulated relief and contingent upon the Court's entry of this Consent Judgment and Order, Plaintiff and Defendants and Third-Party Plaintiffs, by execution of this Consent Judgment, hereby fully and completely release the Released Parties of any and all claims raised or which could have been raised by the Plaintiff or Defendants and Third-Party Plaintiffs connected with or arising out of the allegations in the above-captioned action, up to and including the date of this Consent Judgment and Order, including claims that relate to the conduct of the Released Parties. Defendants and Third-Party Plaintiffs specifically agree and understand that this paragraph releases any and all counterclaims and third-party claims against the State of Minnesota and all of its agencies and entities, and all of their respective present and former principals, officers, agents, representatives, employees, attorneys, insurers, predecessors, and successors in interest, and assigns, in their official and individual capacities for conduct connected with or arising out of the allegations in the above-captioned action, up to and including the date of this Consent Judgment and Order.

5. This Consent Judgment is neither an admission nor denial of liability by Shady's.

6. This Consent Judgment may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Consent Judgment may be executed by facsimile or electronic copy in any image format.

7. The person signing this Consent Judgment for Shady's warrants that they are an owner of Shady's, and they execute this Consent Judgment in an official capacity that binds the companies and their successors.

8. This Consent Judgment constitutes the full and complete terms of the agreement entered into by Shady's and the Attorney General.

9. The Parties agree that this Consent Judgment, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

10. The Stearns County District Court shall retain jurisdiction of this matter for purposes of enforcing this Consent Judgment and Order. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Consent Judgment and Order or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Order. The Parties agree that, in any action brought by the Attorney General to enforce the terms of this Consent Judgment and Order, the Court shall have the authority to award equitable relief, including specific performance.

11. The failure of a party to exercise any rights under this Consent Judgment and Order shall not be deemed to be a waiver of any right or any future rights.

12. Nothing in this Consent Judgment and Order shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

13. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Consent Judgment and Order.

14. Shady's shall notify its officers, agents, employees, and attorneys of the obligations, duties, and responsibilities imposed on them by this Consent Judgment and Order.

15. Shady's shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Shady's.

16. Service of notices required by this Consent Judgment and Order shall be served on the following persons, or any person subsequently designated by the Parties to receive such notices:

Jason Pleggenkuhle, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101

Kris Schiffler
Owner and Manager
Shady's Bars/Restaurants
1020 Forest Avenue
Albany, MN 56307

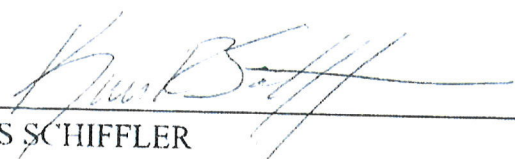
17. The Parties consent to entry of the foregoing judgment, which shall constitute a final judgment. The judgment shall take effect immediately upon entry by the clerk of this Court.

KEITH ELLISON
Attorney General
State of Minnesota

Date: 11/4/21

By: 
JASON PLEGGENKUHLE
Assistant Attorney General
Atty. Reg. No. 0391772

Date: 10/28/2021

By: 
KRIS SCHIFFLER
Owner and Manager
Shady's Long Shots
Shady's Inc.
Shadys Hometown Tavern and Event Center,
Inc.
Shady's of Rice, Inc.
Shadys Golden Eagle, Inc.
Shady's Silver Spur, Inc.

ORDER

Based upon the foregoing Consent Judgment, it is SO ORDERED.

Date: _____

JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.