

**THE CITY OF CHICAGO  
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

<b>THE CITY OF CHICAGO,</b>	)	
	)	<b>Case Docket No. 23IG0203050</b>
<b>Petitioner,</b>	)	<b>Ethics Board No. 23050.IG</b>
	)	
<b>v.</b>	)	<b>Hearing Officer Frank Lombardo</b>
	)	
<b>IOANNIS FEGOS,</b>	)	
	)	
<b>Respondent.</b>	)	

**AGREEMENT**

This Agreement ("Agreement") is made and entered into between the Chicago Board of Ethics ("Board") and Ioannis Fegos ("Respondent") pursuant to §2-156-385(4) of the Governmental Ethics Ordinance of the Chicago Municipal Code ("Ethics Ordinance"). At its November 23, 2023 meeting, the Board sustained its finding of September 11, 2023 that there was probable cause to conclude that the Respondent violated the Ethics Ordinance, and that all available evidence at this stage in the proceeding, including the results of an investigation conducted by the Office of the Inspector General ("OIG"), and information provided to the Board by the Respondent through counsel, shows that the Respondent violated §2-156-142(c) (offering gifts) of the Ethics Ordinance. This violation is based on an investigation conducted by the OIG and received by the Board on August 17, 2023, which found that, on August 25, 2021, Respondent bribed Chicago Department of Public Health ("CDPH") sanitation inspector Sienna Little after a routine CDPH canvas inspection on August 25, 2021, when Respondent was employed at the Greek Islands Restaurant located at 200 S. Halsted, Chicago. The evidence shows that Respondent gave Little an envelope containing a \$100 bill and a \$200 Greek Islands gift card. Little returned the envelope and its contents immediately. Respondent was advised, through counsel, of this finding in a letter dated November 14, 2023. The parties agree to the following terms to resolve this matter:

**RECITATION OF RELEVANT FACTS**

- (1) On August 25, 2021, Respondent Fegos was a manager of Greek Islands restaurant, located in the City of Chicago, Cook County, Illinois.
- (2) On this date, City Department Public Health inspector Sienna Little conducted an inspection of the Greek Islands restaurant.
- (3) When leaving the Greek Islands restaurant, Respondent Fegos provided the City inspector with a \$200 Greek Islands gift card and a \$100 bill, which the City inspector returned.

**STATEMENT OF RELEVANT LAW**

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

Section 2-156-142 Gifts and Other Favors

Section 2-156-142(a)(iii) provides, in pertinent part, that no city employee shall "accept any gift of cash, gift card or cash equivalent." Municipal Code, §2-156-142(a). In turn, §2-156-142(c) provides, "No person shall offer, with intent to violate, or make a gift that violates, this section." Municipal Code, §2-156-142(c).

### **BOARD CONCLUSIONS AND DETERMINATIONS**

- (4) At its November 2023 meeting, based on the evidence adduced in the record of this matter, including the investigative report issued by the OIG, and statements made to the Board by Respondent, through his counsel, and pursuant to §2-156-385 of the Ordinance, the Board reached the following factual conclusions:
- a) On August 25, 2021, while Respondent was employed at the Greek Islands Restaurant on Halsted Street in Chicago, he bribed Chicago Department of Public Health (CDPH) sanitation inspector Sienna Little after a routine CDPH canvas inspection.
  - b) The bribe consisted of Respondent giving Little a \$100 bill and a \$200 Greek Islands gift card, which Little immediately returned.
- (5) At its November 2023 meeting, the Board sustained its preliminary findings, made at its September 11, 2023 meeting, that there is probable cause to conclude that Respondent violated §2-156-142(c) of the Ethics Ordinance one (1) time as described in the foregoing paragraph and subparagraphs above.

### **TERMS OF THE AGREEMENT**

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

- (6) 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 without the necessity of an evidentiary hearing, pursuant to §2-156-392 of the Ethics Ordinance, to determine whether Respondent violated the Ethics Ordinance.
- (7) Respondent acknowledges that, from the record before it, the Board has determined that there is probable cause to conclude that Respondent bribed the CDPH inspector in violation of §2-156-142(c) of the Ethics Ordinance and that, were the matter to proceed to an evidentiary hearing, pursuant to §2-156-392 of the Ethics Ordinance, the Board, based on the evidence presented to it ~~to date~~, could make a final determination that Respondent violated the Ethics Ordinance on these facts.
- (8) Respondent, through counsel, advised the Board that Respondent no longer works in the food industry; that the items given to the CDPH inspector were for "customary usage;" and they were given after the inspection was completed. Respondent does not admit that his conduct described in ¶4 violated the Ethics Ordinance or any other law, but Respondent has agreed to the terms of this Agreement to reach a final disposition without the necessity of an evidentiary hearing, as stated above in ¶7.

- (9) Respondent has at all times cooperated with the Board of Ethics on this matter.
- (10) Pursuant to §2-156-385(4)(i), the Board may seek to settle the matter by fine.
- (11) Pursuant to §2-156-465(b)(4), the Board has the authority to impose a fine between \$1,001.00 and \$5,000.00 for any single violation of §2-156-142. The Board determined that it would be appropriate to seek to settle this matter by assessing a \$5,000.00 fine against the Respondent.
- (12) In recognition of the foregoing, Respondent agrees to pay a fine of FIVE THOUSAND DOLLARS (\$5,000.00) as follows:
- a) \$2,500 due immediately upon signing this Agreement by all parties via money order, cashier's, or certified check, made payable to the "City of Chicago," and delivered to Kulwin, Masciopinto & Kulwin, L.L.P., 161 N. Clark St., Suite 2500, Chicago, IL 60601.
  - b) \$500 due each month thereafter on the thirtieth day anniversary of the initial payment ("Due Date"), payable and delivered in the same manner as in a) above, until the \$2,500 balance is paid in full.
  - c) Respondent shall be in "default" if any payment is not delivered and received within five (5) days of any Due Date ("Default"). Upon any Default, Respondent shall be obligated to pay any remaining unpaid balance immediately.
  - d) After this Agreement is fully executed, the City of Chicago and/or Board of Ethics will timely move to dismiss any pending administrative proceeding relating to this matter and allegations herein.
  - e) Respondent acknowledges that this Agreement is a public and final resolution of the potential violations and recommendations made by the OIG in its investigative report as presented to and reviewed by the Board of Ethics in this matter. Respondent also 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 Agreement or its negotiations in the Board's possession will remain confidential.
  - f) Respondent confirms that 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, 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. Respondent confirms 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.

- g) Respondent 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 §2-156-392 of the Ethics 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 Respondent having bribed a CDPII inspector.
- h) Respondent releases and holds harmless the Board and its staff from any potential claims, liabilities, and causes of action arising from the Board's enforcement and compromise of the violation described in the Agreement, and agrees not 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.
- i) Once executed by Respondent, 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 the Agreement and the Board must execute and date the Agreement before the Agreement becomes effective.
- j) The parties agree that this Agreement shall become invalid if the Board refuses to approve it. Respondent acknowledges that if the Agreement is not approved or executed by the Board that the Board may seek to proceed to a hearing on the merits, pursuant to §2-156-392 of the Ethics Ordinance. Respondent further agrees that no member of 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 Ethics Ordinance. If this Agreement is not approved by the Board, the parties agree that no statements or representations of any kind made in the course of negotiating this Agreement will be used by either party for the purpose of establishing liability at any future hearing or proceeding.
- k) 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.
- l) In consideration of Respondent's full compliance with all of 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.

- m) The Agreement contains the entire agreement between the Board and the Respondent and it may not be modified unless the modified Agreement is re-executed and re-dated by both parties. This Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws.
- n) This Agreement shall not be effective until all parties have affixed their signature and dated below.

Dated as executed below:

**FOR THE CITY OF CHICAGO BOARD OF ETHICS**

SA Berlin  
Steven I. Berlin, Executive Director

5-28-2024  
Date

William F. Conlon  
William F. Conlon, Board Chair

5-28-2024  
Date

**FOR THE RESPONDENT**

J. Fegos  
Ioannis Fegos, Respondent

X 05/24/2024  
Date

Steven I. Venit  
Steven I. Venit, Counsel for the Respondent

5/24/24  
Date