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3 **BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD**

4 IN THE MATTER OF:

LCB NO. 22,785

5 CLEARWATER STEAK HOUSE, INC  
6 838 VALLEY MALL PARKWAY  
EAST WENATCHEE, WA 98802

FINAL ORDER OF THE BOARD  
APPROVING STIPULATED  
SETTLEMENT AGREEMENT  
~~[PROPOSED]~~

7 LICENSEE

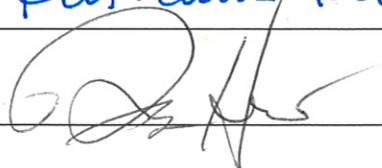
8 LICENSE NO. 353571

9 The above-titled matter having come before the Board upon a Stipulated Settlement  
10 Agreement between the Enforcement Division of the Washington State Liquor Control Board  
11 and the Licensee, and the Board having reviewed the attached Stipulated Settlement  
12 Agreement:

13 IT IS HEREBY ORDERED that the Stipulated Settlement Agreement for Case Number  
14 22,785 is approved. Accordingly, Licensee CLEARWATER STEAKHOUSE, INC., license  
15 number 353571, shall contact their local Enforcement agent and inform the agent that it  
16 voluntarily relinquishes its liquor license and ceases all liquor sales as pursuant to the  
17 Stipulated Settlement Agreement by 11:00 a.m. on January 10, 2008. Failure to comply with  
18 the terms of this order shall result in further disciplinary action.

19 DATED this 3<sup>rd</sup> day of January, 2008

20 WASHINGTON STATE LIQUOR CONTROL BOARD

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IN THE MATTER OF:

LCB NO. 22,785

CLEARWATER STEAK HOUSE, INC.  
838 VALLEY MALL PARKWAY  
EAST WENATCHEE, WA 98802

STIPULATED SETTLEMENT  
AGREEMENT

LICENSEE

LICENSE NO. 353571

The Washington State Liquor Control Board Education and Enforcement Division (“Enforcement”) represented by its attorneys ROBERT M. MCKENNA, Attorney General and GORDON P. KARG, Assistant Attorney General and the Licensee, CLEARWATER STEAKHOUSE, INC. (“Licensee”), represented by PAUL J. CASSEL, hereby enter into this stipulated settlement agreement for Liquor Control Board Case Number 22,785.

**I. INTRODUCTION**

The Washington State Liquor Control Board charged the above-named Licensee in its Complaint dated November 7, 2007, with the following violation of the Washington State Liquor Act:

That on or about August 25, 2007 the above-named Licensee or employee(s) thereof, supplied liquor to a person(s) apparently under the influence of liquor, and allowed or permitted an apparently intoxicated person(s) to consume and/or possess alcohol on a licensed premises, contrary to RCW 66.44.200 and WAC 314-16-150.

1 Enforcement and the Licensee wish to enter into a settlement agreement concerning the  
2 above-referenced Complaint.

3 **II. AGREEMENT OF THE PARTIES**

4 Enforcement and the Licensee agree to the following:

5 1. Enforcement and the Licensee enter into this agreement to avoid the time and  
6 expense of further litigation. The Licensee explicitly waives the right of further administrative  
7 review of all matters related to this violation. The Licensee hereby voluntarily withdraws its  
8 request for a hearing on the matter.

9 2. The Licensee admits to the violation set forth in the above-referenced  
10 Complaint. On August 25, 2007 the above-named Licensee or employee(s) thereof, supplied  
11 liquor to a person(s) apparently under the influence of liquor, and allowed or permitted an  
12 apparently intoxicated person(s) to consume and/or possess alcohol on a licensed premises,  
13 contrary to RCW 66.44.200 and WAC 314-16-150.

14 3. The parties agree that as a first violation for supplying liquor to a person  
15 apparently under the influence and permitting them to physically possess liquor on the licensed  
16 premises, the standard penalty is a 5-day suspension of the Licensee's liquor license or a  
17 monetary option of \$500.

18 4. The parties agree that the standard penalty shall be imposed against the  
19 Licensee. However, because the Licensee has ceased all operation of its business, the penalty  
20 shall be waived so long as the Licensee voluntarily relinquishes its liquor license.

21 5. The parties agree that, upon the time and date established by the final order  
22 from the Board approving this stipulated settlement agreement, the Licensee will contact their  
23 local Enforcement agent, inform them that they are relinquishing their liquor license and have  
24 ceased all liquor sales, and follow any Enforcement instructions pertaining to the  
25 relinquishment of the license.

1           6.     If the Licensee fails to relinquish its liquor license, the standard penalty of a 5-  
2 day suspension of the Licensee's liquor license or a monetary option of \$500, shall be  
3 imposed.

4           7.     The parties recognize that this settlement agreement is subject to approval by  
5 the Washington State Liquor Control Board.

6           STIPULATED AND AGREED this 28 day of November 2007.

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8 ROBERT M. MCKENNA  
9 Attorney General

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12 GORDON P. KARG, WSBA #37178  
13 Assistant Attorney General  
14 Attorneys for Washington State  
15 Liquor Control Board Education and  
16 Enforcement Division

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19 PAUL J. CASSEL, WSBA #9155  
20 Attorney for Licensee

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22 \_\_\_\_\_  
23 TAMI DEMERS  
24 Owner/Officer of  
25 Clearwater Steakhouse, Inc.  
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