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BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

CONTRACT LIQUOR STORE NO. 658,
TERRY PIGER d/b/a P & G LIQUOR
STORE

E. 15007 Trent Ave.
Spokane Valley, WA 99216

CONTRACT MANAGER,

Contract Liquor Store No. 658

LCB NO. 23,530

FINAL ORDER OF THE BOARD

~~PROPOSED~~

THIS MATTER having come before the Washington State Liquor Control Board (Board) and the Washington State Liquor Control Board Retail Services Division (Retail Services Division) by and through its attorneys, ROBERT M. MCKENNA, Attorney General, and BRIAN J. CONSIDINE, Assistant Attorney General, and the CONTRACT LIQUOR STORE NO. 658, TERRY PIGER d/b/a P&G LIQUOR STORE (Contract Manager) of Spokane, Washington, by and through his attorney, DEAN CHUANG, and the parties having voluntarily entered into a stipulated settlement agreement for Liquor Control Board Case Number 23,530, and the Board having considered the stipulated settlement agreement and Retail Services Division's memorandum recommending acceptance of the stipulated settlement agreement, and the Board having had the opportunity to review the file materials maintained in this case, now therefore:

IT IS HEREBY ORDERED that the Contract Manager breached Articles 7.16 and 15.1.2 of the contract by selling liquor to a minor on October 11, 2007, November 5, 2008, and March 2, 2009.

1 IT IS FURTHER ORDERED that the Contract Manager can continue to sell liquor
2 until January 10, 2010. On January 10, 2010, the Contract Manager shall discontinue his
3 business, agree to an internal audit pursuant to the Contract, and relinquish all unsold inventory
4 to the Board.

5 IT IS FURTHER ORDERED that if the Contract Manager sells liquor to a minor
6 before January 10, 2010, the Contract Manager will immediately discontinue his business,
7 agree to an internal audit pursuant to the Contract, and relinquish all unsold inventory to the
8 Board.

9 In the event that the Contract Manager fails to discontinue his business on January 10,
10 2010, or if he sells liquor to a minor before that date, the Liquor Control Board will impose a
11 \$5,000 monetary penalty for every day the business is open until the Contract Manager
12 discontinues his business and relinquishes his inventory to the Board. Once the Contract
13 Manager discontinues his business, he will not be penalized if the Board is the cause for a
14 delay in its audit or the Contract Manager's ability to relinquish his inventory.

15
16 DATED this 4 day of November, 2009.

17 WASHINGTON STATE LIQUOR CONTROL BOARD

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OCT 30 2009

**LIQUOR CONTROL BOARD
BOARD ADMINISTRATION**

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BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

LCB No. 23,530
OAH No. 2009-LCB-0017

CONTRACT LIQUOR STORE NO. 658,
TERRY PIGER d/b/a P & G LIQUOR
STORE

STIPULATED SETTLEMENT
AGREEMENT

E. 15007 Trent Ave.
Spokane Valley, WA 99216

CONTRACT MANAGER,

Contract Liquor Store No. 658

The Washington State Liquor Control Board (WSLCB) represented by its attorneys, ROBERT M. MCKENNA, Attorney General and BRIAN J. CONSIDINE, Assistant Attorney General, and Contract Liquor Store No. 658, Terry Piger d/b/a P&G Liquor Store (Contract Manager) represented by DEAN CHUANG, attorney, hereby enter into this stipulation and settlement agreement for LCB Case Number 23,530

I. INTRODUCTION

1. On June 25, 2005, the Contract Manager and the WSLCB signed a Contract for Operation of a Contract Liquor Store agreement (Contract) whereby the Contract Manager would operate and maintain Contract Liquor Store No. 658 in Spokane, Washington.

2. In LCB case No. 23,530, the WSLCB revoked the contract of Contract Liquor Store No. 658, Terry Piger d/b/a P&G Liquor Store alleging that the Contract Manager breached the contract by: 1) selling liquor to a minor on October 11, 2007, contrary to Articles

1 7.16 and 15.1.2 of the contract; 2) selling liquor to a minor on November 5, 2008, contrary to
2 Articles 7.16 and 15.1.2 of the contract; and 3) selling liquor to a minor on March 2, 2009,
3 contrary to Articles 7.16 and 15.1.2 of the contract.

4 3. The WSLCB and the Contract Manager wish to enter into a settlement
5 agreement concerning the above-referenced matter.

6 II. AGREEMENT OF THE PARTIES

7 The WSLCB and the Contract Manager agree to the following:

8 1. The WSLCB and the Contract Manager enter into this agreement to avoid the
9 time and expense of further litigation.

10 2. The Contract Manager explicitly waives the right of further administrative
11 review of all matters related to the above-referenced matter. The Contract Manager hereby
12 voluntarily withdraws its request for a hearing on this matter.

13 3. This settlement agreement constitutes the final written expression of all the
14 terms of this agreement and is a complete and exclusive statement of these terms, and shall be
15 effective when signed by all parties and/or their legal representatives.

16 4. The Contract Manager admits to the violations set forth in the WSLCB
17 Revocation letter dated April 27, 2009. Specifically, the contract manager admits that the store
18 breached the contract by: (1) selling liquor to a minor on October 11, 2007; (2) selling liquor
19 to a minor on November 5, 2008; and (3) selling liquor to a minor on March 2, 2009.

20 5. Pursuant to this settlement, the parties agree that the Contract Manager can
21 continue to sell liquor until January 10, 2010. On January 10, 2010, the Contract Manager will
22 discontinue his business, agree to an internal audit pursuant to the Contract, and relinquish all
23 unsold inventory to the WSLCB.

24 6. If the Contract Liquor Store sells liquor to a minor before January 10, 2010, the
25 Contract Manager will immediately discontinue his business, agree to an internal audit
26 pursuant to the Contract, and relinquish all unsold inventory to the WSLCB.

1 7. In the event that the Contract Manager fails to abide by Section II, Paragraph 5
2 or Section II Paragraph 6, the WSLCB will impose a \$5,000 monetary penalty for every day
3 the business is open until the Contract Manager discontinues his business and relinquishes his
4 inventory to the WSLCB. Once the Contract Manager discontinues his business, he will not be
5 penalized if the WSLCB is the cause for a delay in its audit or the Contract Manager's ability
6 to relinquish his inventory.

7 8. The parties recognize that this settlement agreement is subject to approval by
8 the WSLCB.

9 9. The undersigned parties declare that the terms of this Settlement Agreement are
10 completely read, wholly understood, and voluntarily accepted for the purpose
11 of making a full and final compromise, adjustment and settlement of any and all claims arising
12 from the revocation of the Contract Manager's contract with the WSLCB.

13
14 ROBERT M. MCKENNA
Attorney General

15
16 
17 BRIAN J. CONSIDINE, WSBA #39517
Assistant Attorney General
Attorneys for WSLCB Retail Services Division

10/27/09

DATE

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19 CRARY CLARK & DOMANICO PS

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22 DEAN CHUANG, WSBA #38095
Attorneys for Terry Piger

7 OCT 09

DATE

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TERRY PIGER
Contract Manager, Contract Liquor Store No. 658

8 Oct 09

DATE