

I certify that I mailed a copy of this document, postage prepaid, to all parties or their counsel of record. I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

Dated: 4-5-2011 at: Olympia, WA

By: 
Representative, Washington State
Liquor Control Board

BEFORE THE WASHINGTON STATE LIQUOR CONTROLBOARD

In the Matter of the Application for a Nightclub
License of:

Chew, Inc. d/b/a Aura

License No. 357800

LCB No. 23,718

FINAL ORDER APPROVING
SETTLEMENT AGREEMENT
AND ISSUING LICENSE WITH
RESTRICTIONS

1. A Notice of Hearing was issued on January 10, 2011, setting the schedule for filing of exhibits and witness lists, discovery cutoff dates, and setting a hearing for March 15, 2010. On February 23, 2011, the Board received a Motion for Postponement filed by the Licensing and Regulation Division, through Gordon Karg, Assistant Attorney General, asking that the hearing date and all other dates be stricken, and a status conference be scheduled if the Board so desires. The Board set another status conference for March 15, 2011, and directed the parties to file any settlement agreement they had reached by March 11, 2011.

2. The Board received a settlement agreement dated March 11, 2011, signed by the attorneys representing the City of Seattle and the Licensing and Regulation Division of the Board. Matthew Chu, the Governing Officer of Chew, Inc., dba Aura, signed the agreement on March 15, 2011. The Board also requested that Mr. Karg present the Board with documentation that the

Board's Education and Enforcement Division believes the terms of the license restriction are enforceable. The Board received this information on March 23, 2011.

3. The Board has reviewed the terms of the Settlement Agreement, which is attached hereto and incorporated herein by this reference, and finds the terms acceptable.

Now, therefore, IT IS HEREBY ORDERED:

- 1) The city of Seattle's (City) Request for Hearing is withdrawn, and the City and the Licensee have waived all further rights of administrative review in this matter.
- 2) Licensee shall be issued a nightclub license, pursuant to RCW 66.24.600, with the restrictions set out in paragraph 3 of this Final Order.
- 3) The following public safety restrictions are imposed on the Licensee's nightclub license:
 - a. Licensee shall, at the time of application, submit to, and have approved by the Board a written safety plan that includes:
 - i. The number of security personnel hired by the licensee, what personal security equipment they will be carrying on the licensed premises (e.g. pepper spray), as well as where and when they will be stationed in the establishment when on duty.
 - ii. The Licensee's on-premises procedures for checking patron identification and ensuring only persons twenty-one years of age or older are sold, served, or in possession of alcohol on the licensed premises.
 - iii. Procedures for responding to violent, disorderly and/or criminal activity on the licensed premises.
 - iv. Procedures for crowd control and preventing patronage from exceeding the premises' occupancy limit.

- v. Contact information (phone, email, mailing address) for the designated individual addressing all safety and security issues on the licensed premises.

If the Licensee seeks to alter the safety plan in any way after issuance of the license, a new safety plan must be submitted to, and approved by, the Board's Education and Enforcement Division prior to its implementation.

- b. The Licensee shall have all designated security personnel attend and complete a Seattle Police Department (SPD) security seminar or a substantially equivalent training program within 120 days of the issuance of this nightclub license or the employee's date of hire, whichever is later. This security training requirement may be waived for an employee who provides evidence to the Board that he or she is a current or retired law enforcement officer in good standing of this State, another State, or with the federal government or military.

- i. The content of any security seminar or training program, including all proposed curriculum, training materials, and any examination with an explanation of all examination procedures, must be submitted to and approved by the Board prior to the Licensee's security personnel attendance.
- ii. The security training requirement may be waived for an employee if SPD, or any other government entity, fails to make a Board-approved security seminar available for that employee within 120 days of the issuance of the nightclub license or the employee's date of hire, whichever is later.
- iii. The Licensee shall maintain, on the premises and available for inspection at all times by the Board and its agents, documentation demonstrating that each member of its security staff who has been employed for more than 120 days

has met this training requirement. Failure to comply with this requirement may result in suspension or revocation of the license, or a demand for other action, at the discretion of the Board.

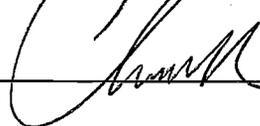
- c. The Licensee shall submit to the Board the occupancy limit for the licensed premises as established and approved by Seattle's Department of Planning and Development and any required annual assembly occupancy permit for the licensed premise, approved and issued by the Seattle Fire Department, at the time of application. Licensee shall inform the Board if the occupancy limits for the licensed premises changes. Confirmation that either the occupancy limit for the licensed premises has changed without report to the Board by the Licensee or that a required assembly occupancy permit has not been renewed in any subsequent year after the license is issued may result in denial of the license renewal.
- 4) For purposes of posting the restrictions on the premises, the restrictions may be listed as: (a) Submittal and approval of Safety Plan; (b) training for security personnel; and (c) proof of occupancy limit, with the understanding that the Board will determine compliance with those restrictions by the requirements set out in this Order.

DATED at Olympia, Washington this 5 day of April, 2011.

WASHINGTON STATE LIQUOR CONTROL BOARD







Reconsideration. Pursuant to RCW 34.05.470, you have ten (10) days from the mailing of this Order to file a petition for reconsideration stating the specific grounds on which relief is requested. A petition for reconsideration, together with any argument in support thereof, should be filed by mailing or delivering it directly to the Washington State Liquor Control Board, Attn: Kevin McCarroll, 3000 Pacific Avenue Southeast, PO Box 43076, Olympia, WA 98504-3076, with a copy to all other parties of record and their representatives. Filing means actual receipt of the document at the Board's office. RCW 34.05.010(6). A copy shall also be sent to Mary M. Tennyson, Senior Assistant Attorney General, 1125 Washington St. SE, P.O. Box 40110, Olympia, WA 98504-0110. A timely petition for reconsideration is deemed to be denied if, within twenty (20) days from the date the petition is filed, the agency does not (a) dispose of the petition or (b) serve the parties with a written notice specifying the date by which it will act on the petition. An order denying reconsideration is not subject to judicial review. RCW 34.05.470(5). The filing of a petition for reconsideration is not a prerequisite for filing a petition for judicial review.

Stay of Effectiveness. The filing of a petition for reconsideration does not stay the effectiveness of this Order. The Board has determined not to consider a petition to stay the effectiveness of this Order. Any such request should be made in connection with a petition for judicial review under chapter 34.05 RCW and RCW 34.05.550.

Judicial Review. As the parties all signed the settlement agreement in this matter, the Board believes any right to judicial review of this Order has been waived. If any party believes otherwise, and wishes to request judicial review, proceedings for judicial review may be instituted by filing a petition in superior court according to the procedures specified in chapter 34.05 RCW, Part V, Judicial Review and Civil Enforcement. The petition for judicial review of this Order shall be

filed with the appropriate court and served on the Board, the Office of the Attorney General, and all parties within thirty days after service of the final order, as provided in RCW 34.05.542.

Service. This Order was served on you the day it was deposited in the United States mail.
RCW 34.05.010(19).

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BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

LCB NO. 23,712

CHEW INC., d/b/a AURA
3901 1st AVE S
SEATTLE, WA 98104-2505

SETTLEMENT AGREEMENT

LICENSEE

LICENSE NO. 357800

The Washington State Liquor Control Board Licensing Division (Licensing) represented by its attorneys ROBERT M. MCKENNA, Attorney General and GORDON KARG, Assistant Attorney General, and JAMES KENNY, Assistant City Attorney, representing the City of Seattle (City), and Licensee Chew Inc. d/b/a Aura (Licensee) represented by SAN KAHM, Attorney at Law, hereby enter into this stipulated settlement agreement for Liquor Control Board Case No. 23,712.

I. INTRODUCTION

On May 27, 2010, the City did not object to the Licensee's application for a nightclub license. However, pursuant to RCW 66.24.600(5) and WAC 314-02-039(1), the City petitioned Licensing to impose four public safety restrictions on the Licensee. On June 16, 2010, Licensing recommended that the Washington State Liquor Control Board (Board) deny the City's petition. The City challenged Licensing's recommendation and made a timely request for a formal administrative hearing. The Board granted the request and a formal

1 hearing was scheduled. During the pendency of the hearing the parties negotiated an agreed-
2 upon compromise.

3 The Parties now wish to enter into a settlement agreement concerning the above-
4 referenced request for restrictions on the Licensee's liquor license.

5 **II. AGREEMENT OF THE PARTIES**

6 The Parties agree to the following:

7 1. The Parties enter into this agreement to avoid the time and expense of further
8 litigation. The City and the Licensee explicitly waive the right of further administrative review
9 of all matters related to the above-referenced nightclub liquor license application. The City
10 hereby voluntarily withdraws its request for a hearing in this matter.

11 2. This agreement constitutes the final written expression of all the terms of this
12 agreement and is a complete and exclusive statement of these terms.

13 3. The Parties agree that the following public safety restrictions will be imposed
14 on the Licensee's nightclub license:

15 a. Licensee shall, at the time of application, submit to, and have approved by the
16 Board a written safety plan that includes:

17 i. The number of security personnel hired by the licensee, what personal security
18 equipment they will be carrying on the licensed premises (e.g. pepper spray), as well as
19 where and when they will be stationed in the establishment when on duty.

20 ii. The Licensee's on-premises procedures for checking patron identification and ensuring
21 only persons twenty-one years of age or older are sold, served, or in possession of
22 alcohol on the licensed premises.

23 iii. Procedures for responding to violent, disorderly and/or criminal activity on the licensed
24 premises.

25 iv. Procedures for crowd control and preventing patronage from exceeding the premises'
26 occupancy limit.

1 v. Contact information (phone, email, mailing address) for the designated individual
2 addressing all safety and security issues on the licensed premises.

3 Failure to submit a security plan or failure to acquire Board approval of a submitted security
4 plan, as required by this restriction, may result in denial of the license application or license
5 renewal. If the Licensee in any way seeks to alter the safety plan after issuance of the license,
6 the new safety plan must be approved by the Board prior to its implementation.

7 b. Licensee shall have all designated security personnel attend and complete a
8 Seattle Police Department (SPD) security seminar or a substantially equivalent training
9 program within 120 days of the issuance of this nightclub license, or the employee's date of
10 hire, whichever is later. This security training requirement may be waived for an employee
11 who provides evidence to the Board that he is a current or retired law enforcement officer in
12 good standing of this State, another State, or with the federal government or military.

13 i. The content of any security seminar or training program, including all proposed
14 curriculum, training materials, and any examination with an explanation of all
15 examination procedures, must be submitted to and approved by the Board prior to the
16 Licensee's security personnel attendance.

17 ii. The security training requirement may be waived for an employee if SPD, or any other
18 government entity, fails to make a Board-approved security seminar available for that
19 employee within 120 days of the issuance of the nightclub license or the employee's
20 date of hire, whichever is later.

21 iii. Licensee shall maintain, on the premises and available for inspection at all times by the
22 Board and its agents, documentation demonstrating that each member of its security
23 staff, who has been employed for more than 120 days, has met this training
24 requirement. Failure to comply with this requirement may result in suspension or
25 revocation of the license, or a demand for other action, at the discretion of the Board.
26

1 c. Licensee shall submit to the Board the occupancy limit for the licensed premises
2 as established and approved by Seattle's Department of Planning and Development and any
3 required, annual, assembly occupancy permit for the licensed premise, approved and issued by
4 the Seattle Fire Department, at the time of application. Licensee shall inform the Board if the
5 occupancy limits for the licensed premises changes. Confirmation that either the occupancy
6 limit for the licensed premise has changed without report to the Board by the Licensee or that a
7 required assembly occupancy permit has not been renewed in any subsequent year after license
8 issuance may result in denial of the license renewal.

9 4. The Parties agree that the public safety restrictions set forth above shall be
10 imposed upon the Licensee's nightclub license and will be enforced by the Board pursuant to
11 WAC 314-02-039(1)(c).

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

14 STIPULATED AND AGREED this 11 day of March 2011.

15 ROBERT M. MCKENNA
16 Attorney General

17
18 ~~GORDON KARG, WSBA #37178~~
Assistant Attorney General
19 Attorneys for Washington State
20 Liquor Control Board Education and
Licensing Division

21 ~~JAMES KENNY, WSBA #24216~~
Assistant City Attorney
22 Seattle City Attorney's Office

23
24
25 MATTHEW DONALD CHU
Governing Officer
26 CHEW INC. d/b/a AURA
Licensee

1 c. Licensee shall submit to the Board the occupancy limit for the licensed premises
2 as established and approved by Seattle's Department of Planning and Development and any
3 required, annual, assembly occupancy permit for the licensed premise, approved and issued by
4 the Seattle Fire Department, at the time of application. Licensee shall inform the Board if the
5 occupancy limits for the licensed premises changes. Confirmation that either the occupancy
6 limit for the licensed premise has changed without report to the Board by the Licensee or that a
7 required assembly occupancy permit has not been renewed in any subsequent year after license
8 issuance may result in denial of the license renewal.

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10 imposed upon the Licensee's nightclub license and will be enforced by the Board pursuant to
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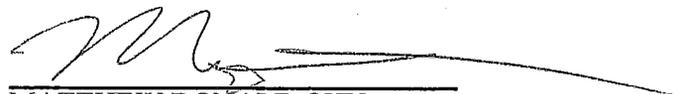
12 5. The parties recognize that this settlement agreement is subject to approval by
13 the Washington State Liquor Control Board.

14 STIPULATED AND AGREED this 15 day of March 2011.

15 ROBERT M. MCKENNA
16 Attorney General

17
18 GORDON KARG, WSBA #37178
19 Assistant Attorney General
20 Attorneys for Washington State
21 Liquor Control Board Education and
22 Licensing Division

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24 JAMES KENNY, WSBA #24216
25 Assistant City Attorney
26 Seattle City Attorney's Office

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29 MATTHEW DONALD CHU
30 Governing Officer
31 CHEW INC. d/b/a AURA
32 Licensee



**Washington State
Liquor Control Board**

April 5, 2011

James K. Kenny, Assistant City Attorney
City of Seattle
700 5th Ave, Ste 5350
Seattle, WA 98124-4667

San Kham, Licensee's Authorized Representative
D&G Accounting Inc P.S.
13353 Bel Red Rd, Ste 205
Bellevue, WA 98005-2329

Chew, Inc., Licensee
d/b/a Aura
309 1st Ave S
Seattle, WA 98104-2505

Gordon Karg, AAG
GCE Division, Office of Attorney General
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

**RE: *Final Order Approving Settlement Agreement and Issuing License with
Restrictions***

Licensee: Chew, Inc.

Trade Name: Aura

Location: 309 1st Ave S, Seattle, WA 98104-2505

Liquor License No. 357800

LCB Hearing No. 23,718

UBI: 602 818 584 001 0001

Dear Parties:

Enclosed is the Board's final order in the matter of the application for a Nightclub Liquor License. If you have any questions, please contact me at (360) 664-1602.

Sincerely,

A handwritten signature in black ink that reads "Kevin McCarroll".

Kevin McCarroll
Adjudicative Proceedings Coordinator

cc: Dora Duval, Licensing Division Manager, WSLCB