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BEFORE THE WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

OAH No. 2014-LCB-0023
LCB No. L-24,958

CHEW INC. d/b/a VOLUME

FINAL ORDER OF THE BOARD

172 S WASHINGTON STREET
SEATTLE, WA 98104

[PROPOSED]

LICENSEE

LICENSE NO. 077973

THIS MATTER having come before the Washington State Liquor Control Board Enforcement and Education Division (Enforcement), by and through its attorneys, ROBERT W. FERGUSON, Attorney General, and JENNIFER ELIAS, Assistant Attorney General, and CHEW, INC., d/b/a VOLUME (Licensee), by and through its attorney, DAVID R. OSGOOD, and the Board having considered 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 Stipulated Settlement Agreement in the above captioned cases is adopted in its entirety; and the complaints issued in Case Number L-24,958 is sustained. The Licensee shall pay three hundred dollars (\$300.00) no later than thirty (30) days after the date of the Final Order of the Board. **The payments shall be sent to:**

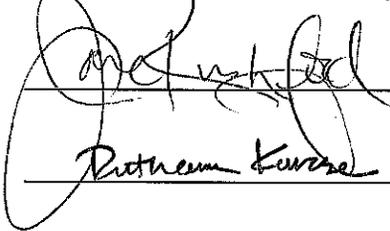
**Washington State Liquor Control Board
P.O. Box 43085
Olympia, WA 98504-3085**

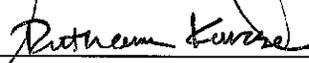
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In the event the Licensee fails to make a full and timely payment of the penalty as set forth herein, the Licensee shall serve a five (5) day suspension of its liquor license, the dates and time of which shall be set by the Washington State Liquor Control Board.

DATED this 7th day of April, 2015.

WASHINGTON STATE LIQUOR CONTROL BOARD





RECEIVED

FEB 27 2015

Liquor Control Board
Board Administration

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

8 IN THE MATTER OF:

9 CHEW INC.
10 d/b/a VOLUME

11 172 S WASHINGTON STREET
SEATTLE, WA 98104

12 LICENSEE

13 LICENSE NO. 077973
14 AVN NO. 2E3310A

OAH NO. 2014-LCB-0023
LCB NO. 24,958

STIPULATED SETTLEMENT
AGREEMENT

15 The Washington State Liquor Control Board Education and Enforcement Division
16 (Enforcement) represented by its attorneys ROBERT W. FERGUSON, Attorney General and
17 JENNIFER ELIAS, Assistant Attorney General, and the Licensee CHEW INC. d/b/a
18 VOLUME, through its attorney, DAVID R. OSGOOD, hereby enter into this stipulated
19 settlement agreement for Liquor Control Board Case No. L-24,958.

20 **I. INTRODUCTION**

21 The Washington State Liquor Control Board charged the above-named Licensee, by
22 way of Complaint dated April 17, 2014 with the following alleged violation of the Washington
23 State Liquor Control Board rules and regulations:

24 On or around November 6, 2013, the above-named Licensee or employee(s) thereof
25 permitted a person and/or persons to engage in lewd conduct contrary to WAC 314-11-
26 050(2)(a).

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 the above-referenced violation. The Licensee hereby
8 voluntarily withdraws its requests for a hearing in this matter.

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

11 3. The Licensee stipulates to the violation set forth above and referenced in the
12 Complaint: That on or around November 6, 2013, the above-named Licensee or employee(s)
13 thereof permitted a person and/or persons to engage in lewd conduct contrary to WAC 314-11-
14 050(2)(a).

15 4. The Licensee acknowledges this is the Licensee's first violation of this type
16 within a twenty-four (24) month period, which carries a standard monetary penalty of five
17 hundred dollars (\$500.00) or a five (5) day suspension of the license.

18 5. Enforcement and the Licensee agree that the Licensee will pay a total monetary
19 penalty of three hundred dollars (\$300.00) for the above-referenced violation and shall serve
20 no suspension.

21 6. The Licensee shall pay the monetary penalty of three hundred dollars (\$300.00)
22 and shall be paid within thirty (30) days of the date of the final order of the Washington State
23 Liquor Control Board. **Payment shall be made no later than 4:00 p.m. on the applicable**
24 **date and sent to:**

25 **Washington State Liquor Control Board**
26 **P.O. Box 43085**
Olympia, WA 98504-3085

1 7. If the Licensee subsequently fails to make a full and timely payment of the
2 penalty as required in Section II, Paragraph 5, then the then the standard penalty of a five (5)
3 day suspension of the Licensee's liquor license shall be imposed, the dates and times of which
4 shall be set by the Washington State Liquor Control Board.

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

7
8 STIPULATED AND AGREED TO by:

9 ROBERT W. FERGUSON
10 Attorney General

11 
12 _____
13 JENNIFER ELIAS, WSBA #36334
14 Assistant Attorney General
15 Attorneys for Washington State
16 Liquor Control Board Education and
17 Enforcement Division

2/23/15
18 _____
19 DATE

16 
17 _____
18 DAVID R. OSGOOD, Attorney for
19 CHEW INC. d/b/a VOLUME, Licensee

1-7-2015
20 _____
21 DATE

20 _____
21 CHUCK WANG, Representative for
22 CHEW INC. d/b/a VOLUME, Licensee

23 _____
24 _____
25 _____
26 _____
DATE

1 7. If the Licensee subsequently fails to make a full and timely payment of the
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7 STIPULATED AND AGREED TO by:

8
9 ROBERT W. FERGUSON
10 Attorney General

11
12 _____
13 JENNIFER ELIAS, WSBA #36334
14 Assistant Attorney General
15 Attorneys for Washington State
16 Liquor Control Board Education and
17 Enforcement Division

DATE _____

18
19 _____
20 DAVID R. OSGOOD, Attorney for
21 CHEW INC. d/b/a VOLUME, Licensee

DATE _____

22
23 _____
24 CHUCK WANG, Representative for
25 CHEW INC. d/b/a VOLUME, Licensee

26
DATE 1-7-15



Washington State
Liquor Control Board

April 7, 2015

David R. Osgood,
Attorney for Licensee
Law Office of David Osgood PS
PO Box 12188
Seattle, WA 98102-0188

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

Chew Inc., Licensee
d/b/a Volume
13353 Bel Red Rd Ste 205
Bellevue, WA 98005-2329

RE: FINAL ORDER OF THE BOARD

LICENSEE: Chew Inc.

TRADE NAME: Volume

LOCATION: 172 S Washington St, Seattle, WA 98104

LICENSE NO. 077973

ADMINISTRATIVE VIOLATION NOTICE NO. 2E3310A

LCB HEARING NO. L-24,958

OAH NO. 2014-LCB-0023

UBI: 602-818-584-001-0002

Dear Parties:

Please find the enclosed Final Order of the Board and Declaration of Service by Mail in the above-referenced matter, as well as a copy of the Stipulated Settlement Agreement. **Payment in the amount of \$300.00 in reference to this case was received on January 9, 2015.**

If you have any questions, please contact me at (360) 664-1602.

Sincerely,

Kevin McCarroll
Adjudicative Proceedings Coordinator

Enclosures

cc: Federal Way and Mountlake Terrace Enforcement and Education Division, WSLCB
Kendra Boyd, Enforcement and Education Division Headquarters, WSLCB

WASHINGTON STATE LIQUOR CONTROL BOARD

IN THE MATTER OF:

CHEW INC.
d/b/a VOLUME
172 S WASHINGTON ST
SEATTLE, WA 98104-2532

LICENSEE

LICENSE NO. 077973
AVN NO. 2E3310A

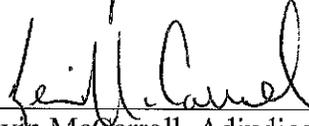
LCB NO. L-24,958
OAH NO. 2014-LCB-0023

DECLARATION OF SERVICE BY
MAIL

I certify that I caused a copy of the FINAL ORDER OF THE BOARD in the above-referenced matter to be served on all parties or their counsel of record by US Mail Postage Prepaid via Consolidated Mail Service for applicants and licensees, by electronic mail for WSLCB offices, and Campus Mail via Consolidated Mail Services for state offices on the date below to:

DAVID R. OSGOOD, ATTORNEY FOR LICENSEE LAW OFFICE OF DAVID OSGOOD PS PO BOX 12188 SEATTLE, WA 98102-0188	OFFICE OF THE ATTORNEY GENERAL MAIL STOP 40100, GCE DIVISION JENNIFER ELIAS, ASSISTANT ATTORNEY GENERAL
CHEW INC., LICENSEE d/b/a VOLUME 13353 BEL RED RD STE 205 BELLEVUE, WA 98005-2329	

DATED this 7th day of April, 2015 at Olympia, Washington.


Kevin McCarroll, Adjudicative Proceedings Coordinator